



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

REFINERY DIVISION

ICB 4515T

BIDDING DOCUMENT

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
AUTOMATIC TANK GAUGING SYSTEM FOR
ORUGODAWATTA CRUDE OIL TANK FARM**

*Chairman – DPC
Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda,
Kelaniya, Sri Lanka.*

*Fax : 0094-11-2400434/5528919
Email : refmaterials@sltnet.lk*

TABLE OF CONTENTS

BID DATA SHEET	1
1. INSTRUCTIONS TO BIDDERS (ITB)	2
<i>1.1. INTRODUCTION.....</i>	<i>2</i>
<i>1.2. BASIS OF CONTRACT.....</i>	<i>3</i>
<i>1.2. BASIS OF BID</i>	<i>4</i>
<i>1.3. ISSUE OF BID DOCUMENTS.....</i>	<i>4</i>
<i>1.4. PRE BID MEETING & SITE INSPECTION.....</i>	<i>5</i>
<i>1.5. DOCUMENTS & DETAILS TO ACCOMPANY BID</i>	<i>5</i>
<i>1.6. SUBMISSION OF BIDS.....</i>	<i>6</i>
<i>1.7. SEALING, MARKING, CLOSING & RECEIPT OF BIDS</i>	<i>7</i>
<i>1.8. MINIMUM VALIDITY PERIOD OF BIDS.....</i>	<i>8</i>
<i>1.9. AMENDMENTS/CLARIFICATIONS.....</i>	<i>8</i>
<i>1.10 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BIDS.....</i>	<i>8</i>
<i>1.11.OPENING OF BIDS</i>	<i>9</i>
<i>1.12 LATE BIDS.....</i>	<i>9</i>
<i>1.13 LETTER OF AUTHORIZATION</i>	<i>9</i>
<i>1.14 BUSINESS REGISTRATION & PUBLIC CONTRACT REGISTRATION.....</i>	<i>10</i>
<i>1.15 BID SECURITY GUARANTEE.....</i>	<i>10</i>
<i>1.16 BID SECURING DELCALARION</i>	<i>11</i>
<i>1.17.SCHEDULE OF PRICES.....</i>	<i>11</i>
<i>1.18.CORRECTION OF ERRORS</i>	<i>12</i>
<i>1.19.BID EVALUATION & REJECTION</i>	<i>12</i>
<i>1.20 POWER TO ACCEPT OR REJECT BIDS</i>	<i>13</i>
<i>1.21 AWARING CRITERIA.....</i>	<i>13</i>
<i>1.22 NOTICE OF ACCEPTANCE.....</i>	<i>13</i>
<i>1.23 QUALITY ASSURANCE</i>	<i>14</i>
2. CONDITIONS OF CONTRACT (COC)	15
<i>2.1. PERFORMANCE GUARANTEE</i>	<i>15</i>
<i>2.2. MODE OF PAYMENT</i>	<i>15</i>
<i>2.3. FACTORY ACCEPTANCE TEST (FAT) AND TRAINING FOR CPC STAFF</i>	<i>17</i>
<i>2.4. SHIPMENT AND DELIVERY.....</i>	<i>18</i>
<i>2.5. DEFAULT BY SUCCESSFUL BIDDER.....</i>	<i>18</i>

2.6. ASSURANCE OF COMPLETION	19
2.7. CREDIT OR AID LINES.....	19
2.8. LOCAL TAXES/CUSTOMS LEVIES.....	19
2.9. PROJECT SCHEDULE	19
2.10. SITE ACCEPTANCE TEST (SAT)	20
2.11. COMMISSIONING.....	20
2.12 LIQUIDATED DAMAGES.....	20
2.13 DAMAGES TO CPC PROPERTIES.....	20
2.14 WARRANTY AND AVAILABILITY OF SPARES.....	20
2.15 ARBITRATION	21
2.16 FORCE MAJEURE	21
2.17 INSURANCE COVER.....	21
2.18 SECURITY CLEARANCES	21
2.19 SAFETY REGULATIONS & REGULATIONS FOR THE PREVENTION OF FIRE TO BE OBSERVED DURING SITE INSTALLATION AND COMMISSIONING.....	22
3. SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS	24
ANNEXURE “A” - Bid Submission Form	39
ANNEXURE “B” - Bid-Securing Declaration	40
ANNEXURE “C” - Format of Bid Security Guarantee.....	41
ANNEXURE “D” - Schedule of Prices (Section 1 of 2)	42
ANNEXURE “D” - Schedule of Prices (Section 2 of 2)	43
ANNEXURE “E” - Format of Performance Guarantee.....	44
ANNEXURE “F” - Form of Agreement.....	45
ANNEXURE “G” - Form of Compliance / Deviations.....	51
ANNEXURE “H” - Sample Report Formats	56

BID DATA SHEET

BIDS ARE INVITED FOR To Supply, Installation, Testing And Commissioning of Automatic Tank Gauging System For Orugodawatta Crude Oil Tank Farm in accordance with Specifications given in the Bid Document.
BID NUMBER & THE NAME Bid No: ICB 4515T Supply, Installation, Testing And Commissioning of Automatic Tank Gauging System For Orugodawatta Crude Oil Tank Farm
BID SECURITY : One Million Five Hundred Thousand Rupees (LKR 1,500,000.00) The Bid shall be valid up to 140 days from the date of the Bid closing
TIME & DATE OF THE CLOSING OF BIDDING At 1430 hrs. on 11-February-2026
BIDS SHALL BE ADDRESS TO Chairman-DPC, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.
PRE BID MEETING Pre bid meeting will be held on 27-January-2026 at 0930 hrs. at the Refinery mainconference room.
OPENING OF BIDS Bids received will be opened immediately after the time of closing of bid, at the Main Conference room, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.
OFFICER – IN – CHARGE OF THE PROCUMENT UNIT Materials Manager, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka.(Tel.: 0094-112 400110)
CPC VAT REGISTRATION NUMBER 409000053-7000

1. INSTRUCTIONS TO BIDDERS (ITB)

1.1. INTRODUCTION

The Chairman, Department Procurement Committee, (DPC) on behalf of the Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, (hereinafter called CPC), will receive sealed Bids from ISO 9001 certified, Internationally reputed Automatic Tank gauging System suppliers or their authorized local agents for the Supply, Installation, Testing and Commissioning of Tank Gauging System for the Orugodawatta Crude Oil Tank Farm conforming to the Terms & Technical Specifications indicated in Section 3 and Terms & Conditions given under this Bidding Document.

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and CPC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

ELIGIBLE BIDDERS

- a) All bidders shall possess legal rights to enter into a contract agreement with CPC.
- b) A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents.
- c) A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA) / National Procurement Commission (NPC), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA/NPC, <http://www.nprocom.gov.lk> & www.treasury.gov.lk.
- d) Any foreign bidder submitting a bid directly should necessarily be represented in Sri Lanka by an authorized agent whose name shall be clearly indicated in the bid.
- e) Bidders having the following qualifications will only be qualified for bidding and failure in providing proofs of the following qualifications will result in the Bid being disqualified.

QUALIFICATION AND EXPERIENCE OF THE BIDDER

Bidder shall have at least ten years of experience in Design, Detailed Engineering, Site Installation, Site Supervision and Commissioning of Tank Gauging Systems. The equipment offered in the bid shall be from an ISO 9001 certified manufacturer. Further, bidder should have completed at least two (02) international projects outside bidder's home country, on Design, Supply, Installation and Commissioning of Automatic Tank Gauging Systems that have been successfully commissioned during the last 5 years prior to the original bid closing date of this tender.

REPRESENTATION OF FOREIGN BIDDERS BY AN AUTHORIZED LOCAL AGENT

All the foreign bidders shall have their nominated local representative to act as their agent and a proper authorization letter shall be submitted along with the bid. Bids submitted by a foreign bidder without nominating an authorized local agent shall be considered as non-responsive and shall be excluded from the detailed evaluation. Further the nominated local agent shall meet general requirement stipulated in clause 1.14 of this bid document. The engagement of local agent with the bidder/manufacture shall be more than 5 years as at the closing date of this tender and documentary proof of such engagement shall be submitted along with the bid. The local agent shall have the authorization from the bidder/manufacture to provide after sales services and shall maintain a fully equipped workshop and a well-trained local staff to carryout system troubleshooting and repairs. If the local agent undertakes the installation and/or commissioning they shall have a proper authorization from the bidder/manufacture to carry out the work. Relevant details with documentary evidence shall be submitted along with the offer.

AGREEMENT TO DEPLOY A PROJECT ENGINEER FOR SITE INSTALLATION AND SUPERVISION WORK

Bidder or their accredited local agent shall deploy a technically competent Project Engineer for the site installation and supervision work. The Project Engineer at minimum shall hold a Bachelor's Degree in Engineering or equivalent with at least five years post degree experience in the relevant field as at the closing date of this tender and a copy of the Project Engineer's Curriculum Vitae shall be submitted along with the bid. Further, the Project Engineer should have been properly trained on the offered products at manufacturer's dedicated training facilities and documentary proof of such training shall be submitted along with the bid.

1.2. BASIS OF CONTRACT

- a) The contract shall be carried out on a lump sum fixed price basis. The lump sum fixed price covers the total cost for completion of the entire job as per the Conditions of Contract and Scope of work in this Bid document, VAT and any other applicable taxes, cost of insurance of construction staff, supervision, transportation costs, cost of hired construction equipment etc.
- b) The contractor shall enter into a contract agreement with CPC.
- c) The contractor shall not subcontract the whole of the works. The contractor shall not subcontract any part of the works without the prior approval of CPC.

1.2. BASIS OF BID

- d) Bidders shall submit duly completed “Annexure A-Bid Submission Form”, “Annexure B-Bid Securing Declaration” and “Annexure D-Schedule of Prices” along with other required documents, giving a lump sum fixed price for the complete job as per the scope of work in this bid document with VAT and/or any other applicable taxes, cost of payment provident fund, insurance coverage of construction labour, supervision, transportation costs, cost of hired construction equipment etc.
- e) The bidders who are registered for the purpose of VAT shall indicate the amount of VAT claimed separately in the bid documents along with VAT registration number. If the bidder is not registered for VAT, only the net value of the bid shall be indicated.
- f) A clear breakdown of the lump sum fixed price of all items in “Annexure D-Schedule of Prices” shall also be submitted. However this cost breakdown has no reference to the progress/part payment claimed by the bidder.
- g) To facilitate evaluation and comparison of bids, all prices quoted in foreign currency will be converted to Sri Lankan Rupees at the selling exchange rate of the Central Bank of Sri Lanka, prevailing on the date of opening of bids.
- h) Additional services provided by the bidder not covered by this Bid document shall be clearly stated for the consideration of DPC.
- i) Exceptions to CPC's Bid document shall also be clearly stated by the bidder. If no exception is stated, DPC would assume that the bid fully conforms to the conditions in this Bid document.
- j) All alterations and erasures in bid offer shall be initialed by the bidder.

1.3. ISSUE OF BID DOCUMENTS

Bidding Documents can be obtained up to 1500 hours on 26-January-2026. Any Bidder submitting a bid, shall pay a nonrefundable document fee of Rs. 12,500.00 on a request letter to the Cashier, 5th Floor, CPC Head Office, No. 609, Dr. Danister de Silva Mawatha, Colombo – 09 or to the Cashier, Refinery Division, Sapugaskanda, Kelaniya before 1500 hours on any working day up to 26-January-2026 and also payments can be made in cash to the Ceylon Petroleum Corporation's People's Bank Account No. 004100110208633 referring tender number and bidders name in short. Photo copy of the Bid deposit receipt shall be enclosed with the offer.

Bidding document, which comprises the conditions of the Tender and the specification is available on websites www.ceypetco.gov.lk & www.dgmarket.com.

Alternatively, Bidding documents could also be obtained from,

Materials Manager
Ceylon Petroleum Corporation
Refinery Division
Sapugaskanda, Kelaniya
Sri Lanka

Bidders are not permitted to do any alterations in the Bid Document in any form whatsoever. Any such alterations in the Bid Document by the bidder may be liable for disqualification.

1.4. PRE BID MEETING & SITE INSPECTION

All the bidders or their authorized representatives are required to attend the pre bid meeting and inspect the site of works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing of the bid and entering into the contract.

Pre Bid meeting will be held on 27-January-2026 at 0930 hours at the Training Center Auditorium of CPC Refinery which will be followed by the site inspection at the Orugodawatta tank Farm.

All costs incurred in attending to this pre bid meeting and site inspection will have to be borne by the bidders themselves. CPC reserves the right to change the pre bid meeting and site inspection date due to any unforeseen reason and if changed, will be notified to the bidders who have collected Bid Document. For this purpose the Bidders shall inform the contact person and his telephone number when collecting the Bid Document.

1.5. DOCUMENTS & DETAILS TO ACCOMPANY BID

All Bids shall contain adequate particulars in respect of the items offered. All document literatures shall be furnished in English language.

A) Failure to furnish the following documents and details along with the bid will result in the bid being rejected.

1. Name & the profile of the Manufacturer and Country of Manufacturing.
2. Bid Submission Form - **Annexure 'A'**
3. Bid-Securing Declaration - **Annexure 'B'**
4. Bid Security Guarantee - **Annexure 'C'**
5. Schedule of Prices - **Annexure 'D'**
6. Receipt of Payment of Document fee
7. Form of Compliances/Deviation Sheet - **Annexure 'G'**. Any other deviation to be clearly indicated in an attachment as **Annexure 'J'**.
8. Complete technical proposal.
9. Manufacturer's certification that the goods offered are brand new items, no prototypes and conforming to the specifications. Further, the manufacturers shall guarantee the availability of spares for a minimum period of 10 years.
10. Letter of Authorization from the manufacturer in the event that the bidder is not the manufacturer.
11. Authentication letter from the company authorizing the signatory for signing the tender on behalf of the company.
12. Name and address of the accredited local agent and a copy of the valid Certificate of Registration of the local agent issued by the Registrar of Companies.
13. Letter of Authorization for the local agent from the bidder.
14. Copy of the registration certificate of Accredited Local Agent issued by Registrar of Public Contract in terms of the Public Contract Act No. 3 of 1987 on submission of Form PCA3.
15. Documentary proof of similar projects completed by the bidder within the past 5 years.
16. Copy of ISO 9001 certificates of the Manufacturer.

17. Manufacturer's illustrated technical literature complete with detail Technical Specifications, Drawings, pertaining to the Tank Gauging Systems.
18. Project execution plan.
19. Project master schedule.
20. Project organization chart.
21. Bidder's company profile, place of business, audited financial report of the company for last three years, (i.e year 2022, 2023 and 2024) number of years of experience and records of past experience during last 10 years in the installation, testing and commissioning of Tank Gauging Systems.

B) In addition to the above, bidder shall submit following documents and details along with the bid.

1. Any proposed arrangements with others, either affiliates or associated companies.
2. Duly filled data sheets for all the Devices/Equipment supplied.
3. Electricity and other utility requirement during installation.
4. List of recommended spare parts and their breakdown cost for 2 years of satisfactory operation.
5. Manufactures printed publish catalogues for major equipment in English language.
6. Details of Quality assurance Program and manufacturer's inspection testing facilities.
7. List of available testing equipment for commissioning.

Note:

Every Bidder will be required to initial and submit each page of the Bidding Document including drawings, relevant catalogues and other details along with the quotation.

1.6. SUBMISSION OF BIDS

If the bid is being submitted directly by the Principals, they should necessarily be represented in Sri Lanka by an authorized agent whose name shall be clearly indicated in the bid. The person who signs the bid should be properly authorized to sign the bid on behalf of the company.

A local firm acting as Agent for more than one Principal Bidder should get each of his Principal Bidders he represents to tender on separate sets of Bidding Documents purchased from the Ceylon Petroleum Corporation for such purpose.

Note: Alternative Bids / Options

Multiple bids from same manufacturer can be submitted as separate bids which should be supported by a separate bid security guarantee.

Bidders should either fill Annexure D-Section 1 of 2 or Section 2 of 2 as applicable and submit. If both are submitted it should be done under two separate bid deposits as two bids even though the goods / equipment offered is the same.

Bids in duplicate are to be furnished in English Language in three sections as follows:-

- (a) Section 1 – Complete technical proposal and preliminary design / specification data/drawings of the proposed Automatic Tank Gauging System.

- (b) Section 11 – Commercial proposal giving lump sum fixed price as per the price schedule attached (Annexure-D) and terms and conditions of payment.

Further the bidder shall submit detailed Bill of Quantities for each item of the price schedule with item price for each component and services offered.

- (c) Section 111 – Literature/write-ups to supplement the technical proposal given in section 1. This shall include successful installations of Tank Gauging Systems undertaken by the bidder and client testimonials.

Every Bidder will be required to initial and submit each page of the Bid Document including drawings, relevant catalogues and other details along with the Bid.

Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. **Failure to furnish all the information required in the Bid Documents or submission of a bid not fully responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.**

1.7. SEALING, MARKING, CLOSING & RECEIPT OF BIDS

Bids shall be submitted in duplicate as per the conditions specified in the Bid Document. The original and duplicate copy of the Bid shall be placed in separate envelopes marked “ORIGINAL” and “DUPLICATE”. Both envelopes shall be enclosed in one securely sealed cover which shall be marked “TENDER NO. ICB 4515T FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM – CLOSING DATE 11-FEBRUARY-2026” on the top left-hand corner.

Bids sealed, enclosed, marked and addressed as aforesaid, shall be sent under Registered Cover or Courier not later than 1430 hours on **11-February-2026** to reach the,

**Chairman – Department Procurement Committee,
Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda, Kelaniya.
Sri Lanka.**

If the Bidders choose not to send their bids under Registered Cover or Courier, they may deposit such bids in the Tender Box provided for this purpose at Refinery Manager's Office, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya. before the given time and date of closing.

Bids received prior to the bid closing time will be kept secure and un-opened until the time and date of opening given above. DPC will not take any responsibility for any bid documents sent by post, which has not been received by DPC.

1.8. MINIMUM VALIDITY PERIOD OF BIDS

1. All Bids shall necessarily be valid for acceptance for a minimum period of hundred & twenty one days (121) days (**i.e up to 12-June-2026**) from the closing date of the tender. Bidder should however, clearly indicate the maximum period that their Bid would be valid.
2. All prices indicated in the schedule of prices shall be firm and shall not be subjected to any price variation within the validity period of Bid specified in 1.8.1 above.
3. In exceptional circumstances, prior to the expiration of the bid validity period , CPC may solicit the Bidder's consent for an extension of the period of validity. The request and the response there to shall be made in writing. The Bid Security Guarantee provided under Clause 1.15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security Guarantee. A Bidder granting the request will neither be required nor permitted to modify their bid.
4. On acceptance of the offer within the above mentioned validity date of offer should be extended by another 14 days for purposes of opening Letter of Credit and other required documentation.
5. Bids that do not comply with the above requirements will be considered as non-responsive.

1.9. AMENDMENTS/CLARIFICATIONS

1. DPC reserves the right to issue amendments to the Bid document as and when deemed necessary up to ten (10) days prior to the closing of the Bid and such amendments will be notified to all Bidders who have collected the Bid Document. For this purpose, Bidders shall inform the contact person and his telephone number when collecting the Bid Document.
2. Any other information or clarification required could be obtained from the under mentioned not later than 10 days before the closing date of tender given in clause No. 1.7.

**Materials Manager
Ceylon Petroleum Corporation
Refinery Division,
SapugaskandaKelaniya,
Sri Lanka.
Fax No.0094-11-2400434/ 5528919**

3. Where prospective bidder has not sought any such clarification, such bidder shall be deemed to have accepted the Bid document in full.
4. Bidders must acquaint themselves fully with the conditions of the site and Bid document. No plea of lack of information will be entertained at any time or stage of the proposal and implementation of the project.

1.10 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF BIDS

1. The Bidder may modify or withdraw his Bid after submission, provided that written notice of the modification or withdrawal is received by the CPC prior to the deadline prescribed for Bid submission.
2. The Bidder's modifications shall be prepared, sealed, marked and despatched as follows:
3. The Bidders shall provide an Original and a Duplicate, as specified in the ITB clause 1.7 of any modifications to his Bid, clearly identified and in two envelopes, duly marked **"TENDER NO. ICB 4515T FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING**

OF TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM – CLOSING DATE 11-FEBRUARY-2026". The envelopes shall be sealed in an outer envelope, duly marked **"BID MODIFICATIONS"**.

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

**Chairman – Department Procurement Committee,
Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda, Kelaniya.
Sri Lanka.**

bearing the Bid name and the words **"BID WITHDRAWAL NOTICE"**.

5. Bid withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will deem to be valid.

1.11. OPENING OF BIDS

Bids will be closed at 1430 hours on **11-February-2026** and will be opened immediately thereafter at the,

**Main Conference Room
Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda, Kelaniya,
Sri Lanka.**

Bidder/s or their duly authorized representative/s may be present at the opening of bids. The Bid Opening Committee will read out bidder's name, the bid prices, discounts offered and, the availability of bid security guarantee. Technical Data, Specifications or similar information will not be divulged.

Department Procurement Committee may, at its discretion, extend the deadline for submission of Bids, by amending the Bid Document in which case all rights and obligations of DPC and the Bidders will thereafter be subjected to the deadline as extended.

1.12 LATE BIDS

Any bid received by the Chairman, Department Procurement Committee after the deadline for submission of bids will be rejected and returned unopened to the Bidder.

1.13 LETTER OF AUTHORIZATION

1. Offers from agents representing Principals abroad, will not be considered unless they hold the Letter of Authorization from the Principals empowering the agents to offer on their behalf, to enter into a valid agreement on behalf of the principals to fulfill all the terms and conditions of the contract, in the event of the bid being awarded.
2. The agent signing the Bidding Document on behalf of the Principal shall state the Principal's name, address, telephone and fax numbers & e-mail if any.
3. Nomination of Agents after the Bid has been submitted will not be valid.

4. In the event that the Principal is not the Manufacturer, the Principal should hold the Letter of Authorization from the manufacturer and shall furnish documentary proof of his arrangements with the Manufacturer.
5. Principal means the party with whom CPC enters into an agreement as per the tender. In case of an order, L/C is opened & purchase order is placed with the principal only.

1.14 BUSINESS REGISTRATION & PUBLIC CONTRACT REGISTRATION

1. Local Agents in Sri Lanka, submitting the Bid should register with the Registrar of Companies and shall produce a legally attested copy of the valid Certificate of Registration issued by the Registrar of Companies together with the offer & a copy of the respective company registration of principal bidders also shall be submitted along with the bid.
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 submitted 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 agent, sub-agent, representative or nominee to the Registrar before he registers himself under the public contract. [Contact details of the Registrar: Department of Registrar of Companies, "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 / Tel.: +94-11-2689208 / +94-11-2689209 / Email: registrar@drc.gov.lk .(Contact details may vary from actuals & CPC does not take any responsibility in this regard)]

1.15 BID SECURITY GUARANTEE

1. Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the Bid will be held valid for a period of hundred & twenty one days (121) days (i.e up to 12-June-2026) from the closing date of the tender, and that the Bid will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued by a recognized commercial Bank operating in Sri Lanka or a foreign bank with the guarantee confirmed by a recognized commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum of Rupees One Million Five Hundred Thousand only (Rs. 1,500,000/=).
2. The Bid Security Guarantee shall be unconditionally encashable on demand by Ceylon Petroleum Corporation and shall be valid for 151 (One Hundred and Fifty One) days (**i.e. up to 12-July-2026**) from the date of closing of Bid. A format of Bid Security is attached in "Annexure C".
3. Bid Securities from unsuccessful Bidders will be returned to them after the award is made to the successful Bidder. The Bid Security Guarantee of the successful Bidder will be returned only after receipt of the Performance Guarantee.
4. The Bid Security Guarantee of the successful bidder will be returned after receipt of the Performance Guarantee.

Important:

Failure to submit the Bid Guaranty at the time or before the closing of Bids (which is considered as a major deviation) and in accordance with above said requirements and in the format provided, shall result in the Bid being rejected

1.16 BID SECURING DELCALARION

Bidders should declare that they have read the terms & conditions and that they make the Bid in compliance with and subject to all the terms & conditions there of and agree to perform the services in accordance with the said terms & conditions in the manner therein set out and in terms of this Bid. A Bid Securing Delcalarion Annexure “B” is attached.

- a) If offered in C&F basis – The Local Agent and the Foreign Principal shall be suspended in case of failure / default as per Bid Securing Delcalarion – Annexure “B”.**
- b) If offered in Delivered-at-Site basis – The Local bidder shall be suspended in case of failure / default as per Bid Securing Delcalarion – Annexure “B”.**

Failure to submit the Bid-Securing Declaration along with the bid on or before the closing of Tenders and in accordance with above said requirements and in the format provided, shall result in the Bid being rejected.

1.17. SCHEDULE OF PRICES

1. Bid shall be in the form of a Pro-forma Invoice in Two (02) copies indicating Name of the Manufacturer, Country of Manufacture, Port of Shipment, H.S. Codes, Terms of Payment, Delivery Period and Offer Validity. Rates quoted shall be computed on the basis of C&F Colombo, showing Free on Board (FOB) Value and Freight charges indicated separately.
2. Bidders are also required to duly sign and return the Schedule of Prices Annexure “D”, indicating their Bids in detail together with the Pro-forma Invoice.
3. Prospective Bidders are requested to submit their offers in foreign currency which are freely convertible in Sri Lanka (i.e. US\$, GBP, EURO & JPY) as per “Annexure D”.
4. Bidders shall provide in the prescribed form of schedule of prices- marked Annexure “D”, the name and address of his agent in Sri Lanka.
5. The principal bidder (the receiver of payment) should essentially sign the Schedule of Prices.
6. All Agent’s Commissions, (if any), shall be disclosed in Sri Lanka Rupees in the appropriate column of the Schedule of Prices.
7. Annexure “D” shall be completed by the bidder in full. Bids not on the prescribed form and not in the manner required will be rejected.
8. Bids on C&F/ Foreign currency are preferred than submitting a bid in Sri Lankan Rupee bid on import & supply basis. However, if any bidder intends to quote on import & supply basis, they are required to submit offers in Sri Lankan Rupees on “Delivered-at-Site” basis as per Annexure “D” – Section 2 of 2.
9. If a bid contains both local and foreign components, bidders shall submit as per Annexure “D” – Section 1 of 2 and any component in local currency shall clearly indicate applicable taxes such as VAT, etc.

1.18. CORRECTION OF ERRORS

DPC will examine the bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the bids are generally in order. The DPC may at its discretion call clarifications from bidders.

The request for clarification and the response shall be in writing within two weeks from the clarifications and no change in the price or substance of the tender shall be sought/permitted.

Bids determined to be substantially responsive will be checked for any arithmetical error and errors will be corrected in the following manner.

- a) Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity.
 - I. The unit rate as quoted will govern.
 - II. Unless in the opinion of the DPC/TEC there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- c) The amount stated in the Bid Securing Declaration adjusted in accordance with the above procedure with the concurrence of the bidder shall be considered as binding upon the tender. If the bidder does not accept the corrected amount of tender, his bid will be rejected.
- d) If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited or its bid securing declaration executed.

1.19. BID EVALUATION & REJECTION

The DPC will carry out the evaluation of the Bids, with the assistance of Bid Evaluation Committee (BEC), to determine whether the Techno-commercial aspects are properly addressed, and the Bids are substantially responsive.

Bidders should Fax/Email and confirm in writing any query raised by CPC, on the proposals at the stage of evaluation of bids within seven (07) days of receipt of such query. Failure to furnish a response by the bidder within this time frame may result in the bid being treated as non-responsive.

The evaluation methodology will be on the following basis.

- a) All offers received will be examined to determine the eligibility of bidder's responded and substantial responsiveness of bids received. A substantially responsive bid is one, which conforms to the terms, conditions and specifications of the Bidding Document. Incomplete bids will be rejected.
- b) Only the bids determined to be substantially responsive will be evaluated and compared. Award will be made to the lowest evaluated substantially responsive bid.
- c) Offers will be evaluated on total cost basis including Local Agency Commission (if any).
- d) However, CPC reserves the right to evaluate bids with freight obtained from Ceylon Shipping Corporation, insurance obtained from government approved institutions and place

orders either on CIF basis or C&F basis or FOB basis and to arrange freight through Ceylon Shipping Corporation or any other freight forwarder & insurance from any government approved institution.

- e) Also, CPC reserves the right to evaluate bids on item wise price or lump sum basis & make split orders / single order considering the economic benefit to CPC provided such split orders are acceptable to the bidders (s) selected by CPC.
- f) Bids for part supply of items may be rejected depending on the nature of the requirement..
- g) The price quoted in foreign currency will be converted to Sri Lanka Rupees at the selling exchange rate determined by the Central Bank of Sri Lanka prevailing on the date of opening of Bids.
- h) Offers are evaluated on C&F basis in general. However, if any bid on Delivered at Site basis is available, evaluation will be done on total Delivered at Site price basis. Bids received on C&F basis (in foreign currency), will be converted in to Delivered at Site price by adding Customs Duty, Surcharge, Cess, PAL, VAT, SSCL, Computer & other charges, Port Authority & handling charges, Wharf clearing charges, Transport charges, Local Agency Commission (if any) & Any other prevailing charges.
- i) Those who are eligible for import tax concessions shall indicate the same clearly in detail with relevant certifications. In such case, a bank guarantee covering the total concession amount with validity of 6 weeks longer than delivery period shall be submitted along with the bid. The bank guarantee will be released only after clearance of cargo from Sri Lanka Customs. If not, standard prevailing tax rates will be applied in the evaluation of bids.

1.20 POWER TO ACCEPT OR REJECT BIDS

1. The Department Procurement Committee will not be bound to make the award to the bidder submitting the lowest bid.
2. The Department Procurement Committee reserves the right to reject any or all Bids, without adducing any reasons. 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.

1.21 AWARDING CRITERIA

Subject to ITB Clauses 1.19, contract will be awarded to the successful Bidder, whose bid has been determined to be lowest evaluated substantially responsive bid, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.22 NOTICE OF ACCEPTANCE

1. 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, soon after the receipt of the DPC decision. Any change of address of the bidder should be promptly notified to the,
Materials Manager,
Ceylon Petroleum Corporation,
Refinery Division,
Sapugaskanda, Kelaniya, Sri Lanka.

2. The successful Bidder will be called upon to enter into an Agreement with CPC. A specimen Form of Agreement is attached as Annexure “F”.

Very Important-

Bidders shall indicate the title of the bid and the Bid reference number in all correspondences in respect of this tender.

1.23 QUALITY ASSURANCE

- 1.23.1** The manufacturer shall possess ISO 9001 quality assurance certificate for design, development and manufacturing of Automatic Tank Gauging Systems.
- 1.23.2** All major components of the Automatic Tank Gauging System shall be of internationally reputed makes and those components shall be manufactured either in Europe, USA or Japan only.

2. CONDITIONS OF CONTRACT (COC)

Whole contract shall be executed under Condition of CIDA (former ICTAD) and other relevant International standards unless otherwise specified. Bidder's standard conditions, usually printed on the reverse side of the Performa Invoice or in a separate format will not be accepted. The Conditions of this tender will prevail.

2.1. PERFORMANCE GUARANTEE

1. Within fourteen (14) days of the receipt of notification of award from CPC, the successful bidder shall furnish at his own expense a Performance Guarantee in the form of a bank guarantee, issued by a recognized Commercial Bank in Sri Lanka or a Foreign Bank with the Guarantee confirmed by a recognized Commercial Bank operating in Sri Lanka, and approved by the Central Bank of Sri Lanka which is payable to the CPC on demand in a sum equivalent to 10% of the grand total value given in Annexure "D" of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Annexure "E" denominated in the currency of the contract.
2. If the successful Bidder fails to furnish Performance Guarantee as aforesaid his name will be placed in the list of defaulting contractors.
3. The successful Bidder, in the event of his failure to furnish the Performance Guarantee as required shall be liable for any losses, costs, expenses and damages, which the CPC may sustain in consequence of such failure and his Bid Guarantee will be forfeited at the sole discretion of the DPC.
4. The letter of credit will be opened only after the receipt of the performance Guarantee. The Performance Guarantee shall be in favor of the Ceylon Petroleum Corporation and shall be valid for a period of not less than Ninety (90) days from the expected date of successful commissioning of the Tank Gauging Systems.
5. To expedite opening of Letter of Credit (L/C), the successful bidder shall on his own account instruct his Bank to Fax/Email the Ceylon Petroleum Corporation, the date, amount and validity period of the Performance Guarantee.
6. In the event of extension of the Contract period, validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Ceylon Petroleum Corporation not later than 30 days following the issue of final acceptance certificate by the Ceylon Petroleum Corporation.

2.2. MODE OF PAYMENT

Mode of payment will be by 100% an irrevocable Non-transferable Letter of Credit and 95% of the L/C value will be released as per the part payment schedule given below. Balance 5% will be released after 24 months from the date of successful commissioning and acceptance of the Tank Gauging Systems.

1. 10% of the total cost of item No 01 and 02 of Schedule of price in Annexure "D" will be released as an advance payment against a Bank Guarantee to the required value issued by a recognized Commercial Bank in Sri Lanka or a Foreign Bank with the Guarantee confirmed by a recognized Commercial Bank operating in Sri Lanka approved by the Central Bank of Sri

- Lanka and payable to the CPC on demand. The Bank Guarantee shall be valid until the successful commissioning & acceptance of the Tank Gauging Systems.
2. 75% of total cost of item No 04 of Schedule of prices in Annexure “D” will be paid on completion of the Factory Acceptance Test (FAT) and training at manufacturer’s facility. Payment will be released on submission of a certificate to the bank issued by CPC upon completion of the Factory Acceptance Test (FAT) and training at manufacturer’s facility.
 3. 40% of total cost of item No 01 and 02 of Schedule of prices in Annexure “D” will be released on satisfactory shipment of the complete set of items and upon presentation of following documents to the bank in case of an offer made in foreign currencies. In the event of an offer made in Sri Lankan Rupees, this payment is subjected to the successful delivery of the complete set of items at site. Part shipments/delivery shall be allowed on deferred payment terms based on the price breakdown declared in the bid.
 - a) Commercial Invoice
 - b) Packing List
 - c) Full set of “On Board” Bill of Lading
 - d) Authorization letter issued by CPC after successful completion of Factory Acceptance Test (FAT)
 4. 45% of item No 01 and 02, 95% of item No 03 and 20% of item no 04 of Schedule of price in Annexure “D” will be paid against the successful commissioning & acceptance of the Tank Gauging Systems by signing of site acceptance test (SAT) by both parties. Payment will be released on submission of final acceptance certificate to the bank issued by CPC.
 5. 5% of total cost of item No 01, 02, 03 and 04 of Schedule of price in Annexure “D” will be released after 24 months from the date of successful commissioning & handing over of the Tank Gauging Systems. Payment will be released on submission of a certificate to the bank issued by CPC.
 6. Agency Commission shall be paid only after the successful commissioning & acceptance of the Tank Gauging Systems. In the “Schedule of Prices”, the Bidder shall indicate the Agent’s Commission in Sri Lankan Rupees & the local agency commission will be paid only in Sri Lankan Rupees. Important: Bidders should not include their Local Agency Commission in FOB/C&F cost. (This is a measure of foreign currency preservation)
 7. The following information is very essential for CPC to obtain the necessary Import Licence and for establishment of Letter of Credit without delay. Hence bidders are kindly requested to incorporate same in the Proforma Invoice.
 - a) Pro-forma Invoice Number, Date, Supplier’s Address & Contact details such as Fax No, E-mail & Tel. Number.
 - b) Country of Origin of the goods.
 - c) Country of Shipment of goods.
 - d) The Harmonized System (HS) Number or Numbers for each item of goods.
 - e) State mode of shipment i.e. whether by Airfreight or Sea freight
 - f) Name and address of the bank for negotiation of L/C.
 8. No payment will be made to a local entity in foreign currency.

2.3. FACTORY ACCEPTANCE TEST (FAT) AND TRAINING FOR CPC STAFF

1. FACTORY ACCEPTANCE TEST (FAT)

Bidder shall make necessary arrangements to perform a Factory Acceptance Test (FAT) of the **Tank Gauging Systems** at manufacturer's works at their own expenses in the presence third party inspection agency which will be witnessed by two (02) CPC representatives. The bidder shall provide forty five (45) days' notice to CPC prior to the FAT with seven (7) days confirmation notice. The FAT procedure and test plan shall be submitted to the CPC at least fourteen (14) days prior to the scheduled FAT for review and approval. CPC shall have full authority to reject any material or workmanship of the Tank Gauging Systems or a component which does not comply with the relevant standards, specifications and quality as specified in this invitation to Bid Document.

2. ENGINEERING TRAINING FOR CPC STAFF

A comprehensive training on system Engineering, Installation, Commissioning and Troubleshooting shall be conducted by the bidder for two (02) CPC representatives at a dedicated training facility of the manufacturer and details of the proposed training shall be submitted along with the bid. The bidder shall provide forty five (45) days' notice to CPC prior to the training with seven (7) days confirmation notice. This training shall be arranged along with the Factory Acceptance Test since the same CPC representatives would participate for both training and FAT.

3. EXPENDITURE RELATED TO FACTORY ACCEPTANCE TEST AND TRAINING FOR CPC STAFF

Third party inspection charges and all other expenditures related to the Factory Acceptance Test (clause 2.3.1) and engineering training for CPC staff at manufacturer's training facility (clause 2.3.2) including but not limited to the full cost of the air tickets (round trip) from Bandaranayake International Airport-Sri Lanka to the closest international airport to the manufacturer's works, airport pickup, inland travel, accommodation, food, incidental allowance (as per Ministry of Finance circular M.F. 01/2015/01 dated 15/05/2015 & letter MF/06/23/50/2023 dated 20/03/2023) and any other costs associated with the visit for all CPC officials shall be included in **item no 04** of the Schedule of prices in Annexure "D". Bidder shall also supply free of charge labor & assistance as may be required from time to time for the purpose of such training, examinations, inspections & testing. In the event of an unsuccessful FAT, bidder shall make necessary arrangements to reschedule a FAT and all expenditures related to the rescheduled FAT which are mentioned above shall be borne by the bidder. In addition, the cost of the air tickets of CPC officials for the rescheduled FAT shall also be borne by the bidder.

4. OPERATOR TRAINING FOR CPC STAFF

A comprehensive training on system operation shall be conducted by the bidder for forty (40) CPC operation staff members of the Orugodawatta Tank Farm. The training shall be conducted at site after the successful commissioning of the Tank Gauging Systems. All relevant expenditure shall be included in **item no 03** of the Schedule of prices in Annexure "D".

2.4. SHIPMENT AND DELIVERY

1. Immediately after the consignment is shipped, the supplier shall send to Ceylon Petroleum Corporation, an Email / Fax stating the name of the Vessel with quantities shipped. Also, within 03 days from the date of the Bill of Lading, 04 copies of each of the following shipping documents shall be sent by courier, addressed to the Manager (Materials), Ceylon Petroleum Corporation, Refinery Division, Materials Department, Sapugaskanda, Kelaniya, Sri Lanka.
 - a) Clean on Board, freight prepaid / freight to pay (as per award) Bills of
 - b) Lading in favour of Sri Lankan Bank nominated by CPC, showing destination as Colombo and notifying party as Ceylon Petroleum Corporation.
 - c) Manually signed invoices in quadruplicate, showing FOB, Local Agent's Commission if any, freight and C&F Colombo
 - d) Packing List in quadruplicate.
 - e) Certificate of Manufacturer stating that the items shipped were manufactured by them and indicating Country of Origin.
 - f) Certificate of Quality in detail, issued by a recognized Institute (such as ISO) accredited by the Government of the Country of Origin to issue such Certificates.
2. It is the responsibility of the supplier to submit the shipping documents complied with payment terms to the bank & make them available at the nominated bank in Sri Lanka in time enabling CPC to clear the cargo from customs & airport / harbor. However, in case of cargo demurrage / detention charges / shipping guarantee charges incurred due to delay in submitting shipping documents, the supplier is held liable for such charges & the supplier should reimburse such costs incurred to CPC within 14 days of receipt of a claim with supporting documents from CPC.
3. Bidder not agreeing to Clause 2.4.2 clause may result in the bid being rejected. If bidder does not agree to this, then bid will be weighted by adding 1% of CFR value in competitive bid evaluation process.

2.5. DEFAULT BY SUCCESSFUL BIDDER

1. If for any reason in the opinion of the Ceylon Petroleum Corporation, the successful bidder becomes incapable or unable to Design, Supply, Installation and Commissioning the Tank Gauging Systems as per the contract within the specified time period, Ceylon Petroleum Corporation shall notify the Contractor in writing specifying the cause of the dissatisfaction. Ceylon Petroleum Corporation shall have the absolute discretion to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company to the satisfaction of the Company.
2. If the successful Bidder defaults in the Design, Supply, Installation and Commissioning the Tank Gauging Systems as per the contract or otherwise commits a breach of any of the provisions in the Contract with the Ceylon Petroleum Corporation for the Design, Supply, Installation and Commissioning the Tank Gauging Systems conforming with the specifications, he shall be liable to pay to Ceylon Petroleum Corporation, all losses, damages and expenses incurred by Ceylon Petroleum Corporation in consequence of such default or breach.

3. If the successful Bidder fails to Design, Supply, Installation and Commissioning the Tank Gauging Systems as specified here in, he is liable to penalties as specified in this ITB document clause 2.11.

2.6. ASSURANCE OF COMPLETION

The successful Bidder will be called upon to Design, Supply, Installation and Commissioning the Tank Gauging Systems for Diesel Generators of the Sapugaskanda Refinery, conforming to specifications and strictly abide by the agreed completion dates as per the project schedule (Clause 2.9). Bidders shall indicate the period within which the project could be completed from the date of confirmation of the order. The successful Bidder will be called upon to enter into an Agreement with Ceylon Petroleum Corporation. A specimen form of Agreement is annexed marked –Annexure ‘F’.

2.7. CREDIT OR AID LINES

If the Automatic Tank Gauging System could be carried out under any credit or Aid Line available between the Supplier's Country and the Government of the Democratic Socialist Republic of Sri Lanka, such arrangements shall be indicated in the Bid.

2.8. LOCAL TAXES/CUSTOMS LEVIES

Customs Duty at the Port of Colombo and other levies will be paid by the CPC, and should not be included in the bid price in case bid is on C&F basis.

Payment of all relevant local expenses such as VAT/expatriate personnel taxes/provident fund for all erection labour & supervision shall be the responsibility of the bidder.

2.9. PROJECT SCHEDULE

1. The project schedule should be maximum 32 weeks from the date of awarding the contract to the date of successful commissioning and handing over.
2. The Bidder shall submit an overall project schedule showing the number of calendar days required to reach the date of completion & showing the time required for completion of various phases of work. The bidder shall specify the date when the site will have to be made available for starting the erection and the dates by which CPC shall complete the various items, which are mentioned specially as CPC's responsibility.
3. The bidder shall clearly indicate the number of days that a complete shutdown of the Generator is required in the project schedule.
4. Also the bidder shall submit resource allocation/bar chart for the entire project at various phases including manpower and equipment.
5. Bidder shall submit a monthly progress report indicating actual and planned progress of the project.

2.10. SITE ACCEPTANCE TEST (SAT)

1. Bidder shall perform a Site Acceptance Test (SAT) of the Tank Gauging Systems upon the completion of the installation. The SAT procedure and test plan shall be submitted to the CPC at least fourteen (14) days prior to the proposed date of the SAT for review and approval.
2. Any test failure on the Tank Gauging Systems shall be rectified by the Bidder, at his own expense, and shall be re-tested to the satisfaction of the CPC representatives.
3. SAT procedure and related documentations signed by both parties shall be furnished to CPC upon successful completion of the SAT.
4. CPC shall issue a final acceptance certificate upon successful completion of the SAT.

2.11. COMMISSIONING

1. Commissioning follows the completion of SAT and precedes startup.
2. Commissioning shall be performed and controlled by the operation staff in coordination with Tank Gauging Systems provider's commissioning staff.
3. Before commissioning starts, training for operation staff should have been completed as they will be part of the commissioning team.
4. At the start of commissioning a full set of up-to-date documentation should be available. As the commissioning proceeds, problems are identified, and solutions are implemented.
5. All commissioning and startup spares including consumables required up to commissioning, system acceptance and handing over of the system shall be in the bidder's scope.

2.12 LIQUIDATED DAMAGES

The Contractor shall pay to CPC, as liquidated damages for failure to comply with contractor's obligation to complete the project in the time guaranteed, an amount for each calendar day after the said date, at a rate of 2.5 % of the total contract value per week subject to a maximum liability of 10% of the total contract value. The supplier in these circumstances will also render himself liable to be placed in the list of defaulting suppliers and be precluded from having any concern in CPC bids.

2.13 DAMAGES TO CPC PROPERTIES

At any stage of the project execution, if the contractor intentionally or unintentionally causes any damage to the existing CPC properties, the contractor shall make necessary arrangements to restore the damaged properties to the existing conditions at their own cost within a reasonable time period or otherwise CPC shall hold the right to claim the cost of restoration from the contractor.

2.14 WARRANTY AND AVAILABILITY OF SPARES

1. The complete system shall carry a comprehensive warranty for 2 years from the date of commissioning and acceptance.
2. This warranty shall cover any defects in materials or workmanship that compromise the functionality, performance, or reliability of the STGS. During the warranty period, the Bidder shall be responsible for the repair or replacement of any faulty components, at their own expense, within a reasonable timeframe to minimize downtime for the OTF.

3. This warranty shall also cover all software licenses and shall ensure access to necessary updates and bug fixes throughout the warranty period.
4. Availability of the spares shall be guaranteed at least for next ten years period. After the ten years period should an item becomes obsolete, the bidder shall inform the CPC about the replacement or an alternative in advance.

2.15 ARBITRATION

1. All the disputes arising out of this agreement will be settled in accordance with the provisions of the Arbitration Act No. 11 of 1995, Sri Lanka & UNCITRAL rules.
2. All proceedings and hearings by the Arbitrator shall be held in Sri Lanka Arbitration will be conducted under the rules of the ICLP Arbitration Centre and the Arbitration Act No. 11 of 1995, Sri Lanka.
3. The law applicable to this procurement / contract is Sri Lankan Law.
4. Performance of the contract shall continue during Arbitration proceedings.

2.16 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.

2.17 INSURANCE COVER

The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the period of the contract.

2.18 SECURITY CLEARANCES

1. The Refinery premises is considered a high security zone and all contractors' personnel shall abide by the security regulations, prevailing and those which might be enforced as and when necessary due to changing circumstances. The contractor shall be responsible for producing Police clearance for local personnel intended to be engaged in this project, if requested by CPC security.
2. All contractors' personnel and their vehicles will be required to obtain gate passes before entering into the Refinery.
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.

2.19 SAFETY REGULATIONS & REGULATIONS FOR THE PREVENTION OF FIRE TO BE OBSERVED DURING SITE INSTALLATION AND COMMISSIONING

Following regulation requirements shall be observed by the contractor, his sub-contractors (if any) and his and their workers, agents and invitees during the site installation work within the Refinery premises.

All persons engaged in work at Diesel Generators of the Sapugaskanda Refinery (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 or his representative (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 signatures necessary for excavation permits, safety certificates and clearance certificates and if the work involves sparks of flames, also a fire permit.

All precautions stipulated in these documents must be observed by the Contractor, his employees, agents or invitees. If the work cannot be completed in the period for which these documents are valid, the work shall be discontinued until the documents 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 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 tires of good condition. All contract drivers must have 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, Scaffolding Procedure. A copy of Standard Scaffolding Procedure should be requested when necessary.
13. All contract work should be stopped if the fire siren is sounded or in case of an 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 what so ever belonging to the Refinery unless the written permission of the Refinery Manager's 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 equipment.
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 housekeeping 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 Instrument/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.
 5. Clause 31 - Safe means of access and safe place of employment.

3. SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION

The Orugodawatta Tank Farm (OTF), owned and operated by the Ceylon Petroleum Corporation (CPC), serves as a vital hub for the storage of crude oil. Situated in Western Province adjacent to the main capital i.e. Colombo city, this facility comprises four primary crude storage tanks, playing a pivotal role in the nation's energy infrastructure. Present configuration of Product Tanks is given in the table below.

Tank No.	Product	Size		Capacity (m ³)	Tank Type	Fire Fighting Facility
		I.Dia (m)	Height (m)			
OTF T1	Crude	68	14.6	40,000	Floating Roof	Yes
OTF T2	Crude	66	15.8	40,000	Floating Roof	Yes
OTF T3	Crude	66	15.8	40,000	Floating Roof	Yes
OTF T4	Crude	66	15.8	40,000	Floating Roof	Yes

Over the years, the tank farm has been integral to the efficient management of crude oil supplies, ensuring stability in the energy sector and facilitating the smooth operation of various industries dependent on petroleum products. However, as with any infrastructure, the OTF requires periodic upgrades and maintenance to sustain optimal performance.

One critical aspect demanding attention is the tank gauging system, currently reliant on servo gauge technology. Despite its historical effectiveness, the existing servo gauge systems face challenges due to the dwindling availability of spare parts, rendering them increasingly impractical and potentially jeopardizing operational efficiency.

In response to these challenges, the CPC has initiated a project for the Replacement of the OTF Tank Gauging System. This project aims to modernize the tank gauging infrastructure by introducing state-of-the-art servo gauges, ensuring reliable and accurate monitoring of crude oil levels within the storage tanks.

By upgrading the tank gauging system, the corporation seeks to enhance operational safety, reliability, improve the accuracy of inventory management and oil movement, and streamline maintenance procedures, thereby ensuring the integrity of the OTF.

With a clear understanding of the significance of the OTF and the objectives of the replacement project, stakeholders can proceed with confidence, knowing that these endeavors are vital steps toward ensuring the continued efficiency and effectiveness of this essential component of Sri Lanka's energy infrastructure.

3.1 SCOPE OF WORK – BIDDERS

1. Design, supply, installation, testing and commissioning of comprehensive servo tank gauging system, hereafter called system or “STGS” covering all civil, mechanical and electrical scopes related to instrument activities. The system shall include 04 nos. of servo tank gauges, 02 nos. of Human Machine Interface (HMI), 01 no. of UPS with battery bank, interfacing hardware/software and surge protection system as a minimum. Further, scope includes supply of special tools require for configuration and maintenance.
2. Supply and installation of signal and power cables from control room to each tank gauge. The scope includes excavation of cable trenches, laying cables, supply and filling fine sand, supply and laying cable tiles, warning tapes and backfilling. Further, scope includes supply and erection of cable trays along the ladder of each tank, remove the existing cables and conduit pipes along the ladder and repairing and painting of existing supports. In case, if any new supports are required suppliers are only allowed to weld them to the ladder but not for the tank shell. Fabrication of new supports are also under the bidders’ scope of work.
3. Supply of recommended operating spare parts for a minimum of five (5) years of operation for the proposed Servo Tank Gauging System. The completeness and relevance of the spare parts list will be a part of the technical evaluation.
4. Supply of all necessary construction equipment such as welding machines, gas cutters, grinders, cranes, rigging equipment, safety equipment, illuminating lamps, tools, lifting gears, and safety wear for working inside the OTF. All equipment shall be maintained in good working condition and tested when applicable and conform to requirements of the Factories Ordinance of Sri Lanka.
5. Supply and erection of scaffolding where necessary according to OSHA guide lines or any other internationally recognized guide lines.
6. Supply of power distribution boards with suitable protection devices and cables compliance with IET wiring regulations for construction sites.
7. Carry out factory acceptance test (FAT) at manufacturers’ works in the presence third party inspection agency which will be witnessed by CPC representatives.
8. Carry out site acceptance test (SAT) jointly with CPC staff at site and putting the system into operation. Further, scope includes training of operation and maintenance staff at site.
9. Supply of complete set of documentation in hard and soft copies ensuring that the proposed STGS meets the requirements of the tender, its objectives, functional and specific requirements described in the specifications and taking care of complete requirements of the tender and various attachments.

3.2 SCOPE OF WORK – CPC

1. Responsibility of Custom clearance, loading, unloading, handling & transportation at sites and storage of the STGS and its components in case of an offer made on C&F basis.
2. If required, provide sufficient space for establishment of a site workshop for fabrication.
3. Provide water and 400V 50 Hz, 3-phase electricity supply (Maximum 63A) for the site workshop.

3.3 TECHNICAL SPECIFICATIONS

The technical specifications outlined herein delineate the precise requirements and standards for the implementation of a modern servo tank gauging system at the Orugodawatta Tank Farm. With a focus on robust design, comprehensive functionality, and adherence to industry best practices, these specifications lay the groundwork for the successful procurement, installation, and commissioning of a state-of-the-art servo tank gauging solution tailored to the specific needs of the Ceylon Petroleum Corporation; Orugodawatta Tank Farm.

3.3.1 Applicable Standards

- API Manual of Petroleum Measurement Standards (MPMS)
- OIML R85
- NFPA Standards
- NEC Codes
- API Standards
- BS
- IEC Standards
- IET Wiring Regulations (BS 7671)
- IEEE Standards
- ISO Standards
- OSHA

3.3.2 Functional & Performance Requirement

The proposed new servo tank gauging system (STGS) shall be a total system solution covering Field Instrumentation, Local Indication, Field Data conversion units, Field Data Communication Network, Power Distribution Network, Operator Interfaces and external data communication.

The STGS shall meet OIML R85 standards and shall possess the following capabilities and features to ensure accurate, reliable, and efficient crude oil level monitoring at the Orugodawatta Tank Farm.

a) Measuring Parameters

- Product level
- Product Density
- Water Interface Level
- Product Temperature
- Reference Height

b) Data Acquisition and Communication

- Continuous or periodic data acquisition (user-configurable) for real-time or interval-based monitoring. Desired data update frequency shall not exceed 3s.
- Industry-standard communication protocols (e.g. Modbus, HART, BPM, V1 etc.) may be used for communication with field instruments.
- In addition the system shall be able to perform self-diagnostic of the associated hardware and display of error messages.

c) Alarm Requirement

- Configurable High-High/High/Low-Low/Low level alarms with audio visual annunciation for early detection of potential overfill or under fill conditions.
- Configurable 2 voltage free relay contacts (SPDT) shall be provided in each tank gauge to activate Emergency Shutdown (ESD) system.

d) Performance & Reliability

- Designed for operation within the expected ambient temperature range at the Orugodawatta Tank Farm (25-40 °C).
- Fast response time (< 2 s) for level measurement updates to provide near real-time data.
- Suitable power supply compatibility (110-230 AC/ 24 DC voltage) for the tank farm's electrical infrastructure.
- Data security measures (e.g., password protection) for secure communication within the system.

The HMI and main application software shall have at least 5 user groups. The security level of a certain group and authorization shall be configurable by the system administrator. All groups shall have a pre-set security level. It shall be possible to create individual user accounts within the user groups with unique passwords, security levels and authorization for each user. Each and every user actions shall be logged with a time stamp for future reference. The Tank Farm Manager shall hold the highest level of authority and the management of user accounts shall be performed by him/her self.

3.3.3 System Components

a) Specification for Servo Tank Gauge

Measuring range	0-20 m
Measuring accuracy for level	± 0.4 mm
Measuring accuracy for density	± 3 kg/m ³
Communication protocol	Manufactures' standard
Hardware alarm (configurable)	2 X SPDT
Lightning protection for all cables	Required
Process connection	Flange 3" 150 RF
Cable entries	½" NPT or M20
Housing/Finish	Cast Al with epoxy finish
Local display	Backlit LED/LCD
Ingress Protection	IP 66
Product Temperature	10 - 30 °C
Ambient temperature	25 - 40 °C
Relative humidity	95 %
Power supply available	100-230V AC/24VDC
Displacer remote hoist /lower facility	Required
Metrological Approval	OIML R85
Area Classification	Zone 1, Temperature Class: T6, Gas Group: IIA/IIB
Name plate	SS

Note: Same guide pole is used for both servo tank gauge and for manual dipping. Hence it is required to hoist the displacer before manual dipping.

b) Single-point Temperature Transmitter

Measuring Range	0-100°C
Type	Pt100 (Min 3 wire)
Area Classification	Zone 1, T6 gas group IIA / IIB
Ingress Protection	Min IP66
Lightning/Surge Protection	Required
Process Connection	Manufacturer's Standard
Insertion depth	Min 36"
Material of Construction	Thermowell – Stainless Steel Sensor Bulb – Bidder to specify Transmitter Housing : Die-cast Aluminum
Ambient Temperature	25 - 40 °C
Relative Humidity	5 - 95% (Non-condensing)
Electrical Connections	½" NPT or M20

c) Tank Side Indicator

Display	Backlit LED/LCD
Keypad	Required
Housing/Finish	Al alloy with epoxy finish
Mounting	On 2" pipe
Cable entry	½" NPT or M20
Area Classification	Zone 1, Temperature Class: T6, Gas Group: IIA/IIB
Ingress Protection	IP 66
Display hoist/lower keys	Required
Ambient temperature	25 - 40 °C
Humidity	95 %

d) Signal Conditioning & Processing Unit (Interface Unit)

- The unit shall capable of receiving data at least from 8 tank gauges, apply calibration factors and temperature compensation for accurate volume calculations following API MPMS guidelines, and provide processed data output in the given communication protocol inclusive of operator interfacing, printing of inventory reports, data storage and alarm generation.
- Input : Manufactures' standard
- Output : Ethernet

e) Tank Farm Inventory Management Software

This must be a comprehensive tank farm data management software solution designed for efficient operations, scalability, and seamless integration. The software shall have license at least for 8 tanks.

I. Data Storage and Accessibility:

- **Centralized Database:** All historical and real-time data must reside on a secure and dedicated system file server to ensure data integrity, simplifies backups, and facilitates future analysis. Data storage capacity shall be sufficient at least for period of 12 months.
- **Standardized Format:** Data must be stored in a standard format (e.g., CSV, ASCII) compatible with commercially available software packages like Lotus 123, Excel etc. to enable easy export and analysis using familiar tools.

II. User-Friendly Interface:

- **Intuitive Navigation:** The system must feature a menu-driven interface with clear options accessible through simple keystrokes.
- **Contextual Help:** Each display format should have a one-line guide and context-sensitive help prompts to provide immediate assistance to the operator without requiring extensive training.

III. Data Visualization & Trending

This software shall incorporate a comprehensive trending module capable of generating various chart types, including:

- Single Bar Charts (for visualizing single data points over time)
- Multiple Bar Charts (for comparing multiple data points over time)
- X-Y Scatter Plots (for visualizing relationships between two parameters)
- Numeric Trend Tables (for displaying raw data values)

The trending functionality shall offer the following capabilities:

- **Real-Time Trending:** Display live updates of data points as they are acquired from the servo tank gauges.
- **Historical Trending:** Analyze past data for specific time periods to identify trends and patterns.
- **Archived Historical Trending:** Access and visualize data stored in archives for long-term analysis.
- **Cursor Readout:** Hover over data points on the trends to view their corresponding values.
- **Zoom & Scroll:** Magnify specific sections of the trends for detailed examination and navigate through extensive historical data sets.
- **Trend Comparisons:** Overlay trends from multiple tanks or parameters on the same chart to facilitate comparative analysis and identify correlations.

IV. Report Generation

Software shall be able to generate predefined reports manually or automatically as per user defined schedule. Set of sample reports are attached in Annexure H.

V. Enhanced Connectivity

- **Network Integration:** The software must support networking utilizing standard Local Area Network (LAN) software to enable data sharing across multiple terminals within the Orugodawatta tank farm.
- **External System Linkage:** The system must be equipped for data transfer to external systems enabling future expansion and integration with SAP ERP software for a holistic operational view.

Data Parameters

This inventory management system shall be capable of calculating tank inventory values (inclusive of below listed parameters) according to the applicable API and ISO standards.

- Product Level
- Ullage
- Average Product Temperature
- Product Density
- Water Level
- Water Volume
- Net Standard Volume
- Gross Standard Volume
- Total Observed Volume
- Gross Observed Volume
- Product Mass
- Level rate
- Flow Rate
- User Configurable Level Alarms (High-High, High, Low, Low-Low)
- User Configurable Temperature Alarms (Low-Low, Low)
- Operator defined Level Alarms (High, Low)

f) Human Machine Interface (HMI)

Two HMI stations shall be provided and one station will be used as both operator station and engineering work station as well. These HMIs must be designed for comprehensive system management and secure operation. The Engineering Station serves as the central hub for:

- **Complete System Interaction:** The HMI seamlessly interacts with all STGS modules, enabling configuration, programming, graphic modifications, and data downloads. Additionally, it can perform all functions available on the Operator Station, providing a unified control center.
- **Uninterrupted Configuration Updates:** The STGS offers exceptional flexibility. Configuration changes initiated from the HMI computer can be implemented seamlessly even during ongoing operations. This ensures continuous control actions, information processing, and data transfers without system disruption. Full engineering and configuration licenses are included for complete control.

- **Enhanced Data Security:** A robust security system safeguards the STGS against unauthorized access. This ensures the integrity and confidentiality of critical data within the system.
- **Reliable Data Backups:** The HMI computer, a critical component of the Servo Tank Gauging System (STGS), shall be equipped with a robust data recovery and backup solution to ensure minimal downtime and data loss in case of unforeseen circumstances.
- **Alarm / Event Log:** Alarm log shall hold at least the last 5,000 alarms / events on file and shall consist of two listings, one for current alarms and the other for historical alarms.

I. Automatic Backups

The system shall perform automatic and regular backups of all critical data, including:

- System configuration parameters
- Process parameters
- Reports
- Event logs
- Alarm logs

The backup frequency shall be configurable to meet operational needs, with a minimum daily backup recommended.

II. Backup Storage and Retention

- The HMI shall have sufficient storage capacity to retain backups for a minimum of 12 months.

III. Data Recovery

- The system shall provide a user-friendly and efficient method for restoring data from backups in the event of a system failure.
- The recovery process should allow for the restoration of specific data sets (e.g., configuration parameters) or a complete system restore, depending on the nature of the failure.

IV. High-Performance Hardware & Operation System

The HMIs shall utilize server-grade computers with a RAID 1 configuration for enhanced data protection. This powerful system is equipped with a high-resolution 24-inch LED monitor, a robust CPU, minimum 2TB hard disk drives, data backup storage units, a keyboard, a mouse, and dedicated communication interfaces for seamless interaction with the STGS. The Engineering Station shall be pre-loaded with a **commercially-supported, modern operating system** (e.g. Windows 11 64-bit etc.) suitable for server applications to ensure compatibility with the STGS software and provides ongoing security updates. The entire configuration must reflect the latest advancements in commercial-grade computing technology.

- **Comprehensive Printing Capabilities:** An A4 size color laser printer is included with the Engineering Station. This enables printing of logs, reports, and capturing screen content.

Additionally, the printer can be accessed by other computers within the network, fostering efficient information sharing.

- **Licensed Software Environment:** The STGS prioritizes genuine and up-to-date software. All computers within the system, including the HMI, are pre-loaded with the latest licensed versions of operating systems and application software. Certificates of authenticity will be provided for each software instance.

g) Surge Protection System

The proposed Servo Tank Gauging System (STGS) shall be equipped with suitable surge protection devices (SPDs) to safeguard all system components including tank side indication, tank gauges, interface unit, HMI and the data communication network, from electrical surges and transients. The SPDs shall be designed and tested as per the requirements of BS EN 62305/IEEE C62.41 or any other internationally accepted standard.

3.3.4 Hazardous Area Classification

All field instrumentation for the proposed Servo Tank Gauging System (STGS), including primary sensors, field interfacing units, lightning arresters, and any other components installed within the hazardous area, shall be suitable for Zone 1, Gas Group IIA/IIB, and Temperature Class T6 as per the IEC 60079 standard.

The equipment and material of construction for all field instrumentation located within the hazardous zone must be listed, certified, and approved by a reputable, internationally recognized independent testing agency such as

- ATEX (Europe)
- UL (North America)
- CSA (Canada)
- IECEx (international) etc.

3.3.5 Special Tools / Spares for Automatic Tank Gauging System

- The bidder shall include in their offer a **comprehensive list and supply of recommended operating spare parts for a minimum of five (5) years** of operation for the proposed Servo Tank Gauging System. This spare parts list must be developed based on:
 - Manufacturer's official recommendations
 - Anticipated site-specific operational and environmental conditions
 - Component reliability and maintenance schedules (MTBF/MTTR data)
 - Standard preventive maintenance practices
 - Cost of spares
 - Availability and lead time

The following components shall be considered as part of the 5-year operating spares, at a minimum and only the cost of these items shall be indicated under the Item no 02 of the price schedule. Any additional spares identified by the OEM as subject to periodic wear or replacement shall be indicated separately along with their prices and the purchase of these items will be at the discretion of Ceylon Petroleum Corporation.

- Complete Servo Tank Gauge Unit
- Single-point temperature transmitter
- Tank side indicator
- Servo motor units
- Measuring wire/tape assemblies
- Power supply units and electronic control modules
- Float and counterweight assemblies
- Cable connectors, seals, and gasket kits

The bidder shall attach a detailed spare parts schedule in their technical proposal which shall include OEM part numbers, Descriptions, Quantities, Unit prices, Country of origin and manufacturer details. All spares shall be new, unused, original, and certified by the OEM.

- Bidder shall provide any special tools required for configuration functional testing & maintenance and any other recommended tools for specialized procedure. Special tools shall be itemized separately with the bid.
- Recommended spares should take into account related factors of equipment reliability, effect of equipment downtime upon through put of the STGS, cost of parts, availability/lead time.
- Bidder shall guarantee the availability of the spares for a minimum period of 10 years from the date of handing over the system. Even after the 10 years period, if an item becomes obsolete; the bidder shall inform the CPC about the replacement or an alternative in advance.

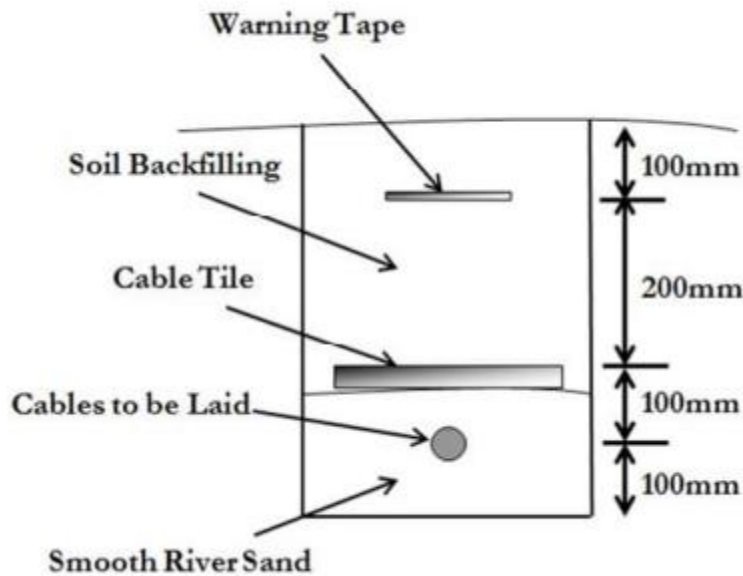
3.3.6 Cables

- All outdoor cables shall be PVC insulated steel wire armored direct buried type copper cables and the cable glands shall be double compression type which shall meet the requirement of applicable hazardous area classification.
- Make, Country of origin and country of cable manufacture shall be clearly indicated in the offer.
- Manufacturer shall have at least 10 years continuous manufacturing process of offered type cables.
- Manufacturer shall be ISO 9001 certified company for offered type cable production facilities.
- Type Test certificates shall be required for offered cables.
- Cable drum and packing shall be seaworthy and cable ends shall be properly sealed.

3.3.7 Cable Trenches

All underground cables shall be laid in cable trenches as shown in below sketch. Backfilling of cable trenches shall be well compacted and the ground re-instated to its original grade and finish. The backfilling shall be free from large stones or other injurious objects to a level at least 150 mm above the cable protection covers. At road crossings, steel pipes shall be used as an additional protection. All underground cables shall be labeled at every 5 m interval. Only manual excavation is allowed because new cables are also to be laid along the same path as existing cables. It is the total responsibility of the contractor to use latest cable laying standards and practices to avoid any damages to cables. Also CPC

will not accept any scale of cable damage and contractor needs to replace the damaged cable at their cost. In case where power cables are laid along with control or communication cables, a clearance of minimum 300mm shall be maintained between the cables to minimize the cross interferences.



3.3.8 Above Ground Cabling (at the Tank)

The existing GI Conduits / Cable trays and tray supports at the tanks shall be removed as they are corroded. Supply and installation of additional GI conduits / Cable trays & conduit & tray supports shall be under the bidder's scope. All new cables shall be laid in cable trays. Existing supports shall be properly painted and use for mounting new cable trays also. If required new supports can be used and those must be supplied by the bidder. Welding of new supports on the tank shell is not permitted.

3.3.9 Cable Tray

Material : HDGI or Aluminum
Thickness : 3 mm
Type : Perforated

3.3.10 System Installation

Installation of the STGS shall be done by the bidder in coordination with CPC staff complying with CPC procedures and best practices.

Bidder or their accredited local agent shall deploy a technically competent team headed by a Project Engineer and this team shall comprise of at least one Supervisor for the installation work and the deployed team shall be capable of performing all installation work required for the successful completion and handing over of the STGS. The Project Engineer shall hold a Bachelor's Degree in Engineering or equivalent with at least five years post degree experience in the relevant field. Further, the Project Engineer should have been properly trained on the offered products at manufacturer's dedicated training facilities.

3.3.11 Testing & Commissioning

The successful implementation of the STGS hinges on thorough testing and commissioning procedures. The following outlines the mandatory tests to be performed on the delivered system, ensuring its functionality, reliability, and compliance with the specified requirements.

a). Test Objectives

- Verify that all STGS hardware and software components function as intended according to the technical specifications.
- Identify and rectify any discrepancies or malfunctions before system deployment.
- Ensure seamless integration with existing facility systems (simulated by bidder's equipment during testing).
- Demonstrate system performance meeting the specified requirements.
- Provide documented test results for future reference and verification.

b). Test Categories

The testing process will encompass various categories to comprehensively evaluate the STGS:

I. Pre-Factory Acceptance Test (Pre-FAT):

Prior to the start of the FAT, the Bidder shall conduct a pre-FAT inspection and testing of the systems to ensure that it is ready for FAT. All systems shall be subject to a burn-in test of 72 hours continuous powered-up condition. The system shall be functionally tested using simulated inputs and monitoring output. The results of the inspection and review shall be forwarded to the CPC to assess the state of readiness for FAT.

II. Factory Acceptance Testing (FAT):

- Bidder shall make necessary arrangements to perform a Factory Acceptance Test (FAT) of the STGS at the manufacturer's works focusing on individual components and sub-systems, ensuring they meet design specifications before shipment with the presence a third party inspection agency approved by CPC. FAT will be witnessed by two CPC representatives. Third party inspection charges and all expenditures related to the Factory Acceptance Test (including but not limited to, food, accommodation, air tickets up to the closest international airport to the manufacturer's works for all CPC officials) shall be borne by the bidder. The FAT procedure and test plan shall be submitted to the CPC at least fourteen (14) days prior to the proposed date of the FAT for review and approval.
- CPC representatives shall have full authority to reject any item or equipment, including all software, hardware and documentation of the STGS which does not in the opinion of the CPC representative, complies with the relevant standards and specifications as specified in this invitation to Bid Document.
- Any test failure on the STGS or any sub component, shall be rectified by the Bidder, at his own expense, and shall be re-tested to the satisfaction of the third party inspection agency and CPC representatives.

- A copy of the signed off FAT procedure, punch list and related documentations shall be furnished to CPC representative upon successful completion of the FAT.

III. Site Acceptance Testing (SAT):

- Bidder shall perform a Site Acceptance Test (SAT) of the STGS upon the completion of the installation at the Orugodawatta Tank Farm to verify proper installation, configuration, and functionality of the entire STGS within the operational environment.
- The SAT procedure and test plan shall be submitted to the CPC at least fourteen (14) days prior to the proposed date of the SAT for review and approval.
- Any test failure on the STGS or sub-systems, shall be rectified by the Bidder, at his own expense, and shall be re-tested to the satisfaction of the CPC representatives.
- SAT also shall include testing of the merged operation of various sub systems in to an overall one system for monitoring as specified in contract documents.
- Results and observation of SAT signed by both parties shall be furnished to CPC upon successful completion of the SAT.
- CPC shall issue a final acceptance certificate upon successful completion of the SAT.

IV. Performance Testing:

- Bidder shall perform a Performance Test to evaluate system performance such as accuracy, response times, data acquisition rates, and communication efficiency.
- The testing procedure and test plan shall be submitted to the CPC at least fourteen (14) days prior to the proposed date of the Performance Test for review and approval.
- Test procedure and related documentations signed by both parties shall be furnished to CPC upon successful completion of the Performance Test.
- CPC shall issue a final acceptance certificate upon successful completion of the Performance Test.

c). Test Documentation

- The bidder shall prepare comprehensive test plans and procedures for each test category, outlining the specific test objectives, methodologies, pass/fail criteria, and data recording procedures. Following test execution, detailed reports documenting the test results, observations, and any identified non-conformances shall be provided.
- By adhering to these rigorous testing and commissioning procedures, the Ceylon Petroleum Corporation (CPC) can ensure the STGS is deployed in a reliable and operational state, meeting all project requirements.

d) Commissioning

- Commissioning follows the completion of SAT and precedes tank farm startup.
- Commissioning shall be performed and controlled by terminal operation staff in coordination with STGS provider's commissioning staff.

- Before commissioning starts, terminal operation staff should have been trained on the operation of all new equipment as they will be part of the commissioning team.
- At the start of commissioning a full set of up-to-date documentation shall be available. As the commissioning proceeds, problems are identified, and solutions are implemented.
- With the commissioning completed, the Orugodawatta Tank Farm (OTF) shall be ready for startup and putting into commercial operation.
- All commissioning and startup spares including consumables required up to commissioning, system acceptance and handing over of the system shall be in the bidder's scope.

3.3.12 Documentation

- Catalogues containing specifications, options, mounting details, functions/features of the quoted products shall be sent along with the quotation.
- Bidder shall submit four copies of comprehensive installation, operation and maintenance manual bound into a single volume. The manual shall be in English and shall not merely duplicate the information available in this specification. The manual shall at least include the following information.
 - Detailed specifications and Manuals of the offered hardware and software.
 - Operation and Troubleshooting Instructions.
 - As built drawings including System Block Diagrams, Terminal Descriptions, Panel Wiring and Loop Drawings.
 - HMI/SCADA Graphics.
 - Spare parts list.
- Bidder shall submit the complete manual as a soft copy also in a USB flash drive.
- Backup copies of the STGS Configuration and HMI/SCADA shall be provided in the USB flash drive.
- All literature shall be in English language.

3.3.13 Training

The supplier shall provide on-site training for CPC personnel on:

- System configuration
- System operation and maintenance procedures.
- Data interpretation and troubleshooting.

3.3.14 Warranty

The Bidder shall warrant all equipment, materials, and workmanship of the STGS for a period of minimum 02 year from the date of successful system acceptance. This warranty shall cover any defects in materials or workmanship that compromise the functionality, performance, or reliability of the STGS. During the warranty period, the Bidder shall be responsible for the repair or replacement of any faulty components, at their own expense, within a reasonable timeframe to minimize downtime for the OTF. The warranty shall also cover all software licenses and shall ensure access to necessary updates and bug fixes throughout the warranty period.

Bid Submission Form

Public Tender No.: **ICB 4515T**

Date:

To: **Ceylon Petroleum Corporation**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Conditions of Contract the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid without VAT / FOB, including any discounts offered is: *[insert the total bid price in words and figures];*
- (d) The total price of our Bid including VAT / CIF, and any discounts offered is: *[insert the total bid price in words and figures];*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.8.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 1.7, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with Conditions Of Contract for the due performance of the Contract; (if applicable)
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 1.1.2. b.;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract (if any) is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*Name: *[insert complete name of person signing the Bid Submission Form]*Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*Dated on _____ day of _____, _____ *[insert date of signing]*

Bid-Securing Declaration

Date:

Name of contract: ***SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM***

Invitation for Bid No.: ***ICB 4515T***

To: ***The Chairman, DPC***
Ceylon Petroleum Corporation, Refinery Division,
Sapugaskanda, Kelaniya, Sri Lanka

We, the undersigned, declare that:

1. We understand that, according to Instructions to Bidders (hereinafter “ITB”), bids must be supported by a bid-securing declaration;
2. We accept that we shall be suspended from being eligible for contract award in any contract where bids have been invited by Ceylon Petroleum Corporation, for the period of time of two years starting on the latest date set for closing of bids of this bid, if we:
 - (a) withdraw our Bid during the period of bid validity period specified; or
 - (b) do not accept the correction of errors in accordance with the ITB of the Bidding Documents; or
 - (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid securing shall expire if we are 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; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a joint venture (JV), the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the Letter of Intent.

.....

Signed [insert signature(s) of authorized representative]

In the Capacity of [insert title]

Name [insert printed or typed name]

Duly authorized to sign the bid for and on behalf of [insert authorizing entity]

..... Dated on

.....

Company Stamp

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 :*[insert (by PE) name and address of Employer/Purchaser]*

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

Tender Reference No......

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 supply [select appropriately] of [insert name of Contract] under Invitations for Bids No. [insert IFG number] (the “IFB”)

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

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

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

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to [insert date]

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date

[signature(s) of authorized representative (s)]

SCHEDULE OF PRICES FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM

<i>Item No.</i>	<i>Qty. Required</i>	<i>Unit</i>	<i>Description</i>	<i>Amount (Currency.....)</i>
01	01	Set	Tank Gauging Systems as per Bid Document Clause No.3.3	
02	01	Set	Set of spares for Tank Gauging Systems as per Bid Document Clause No.3.3.5	
<i>Less Discount (if any)</i>				
<i>Total FOB</i>				
<i>Total Freight charges</i>				
<i>Total C & F cost in figures</i>				
<i>Total C & F cost in words</i>				

		<i>Amount (Currency.....)</i>
03	<i>Cost of Installation, Testing, Commissioning & site Training for CPC operation staff as per Bid Document Clause No. 2.3.4</i>	
04	<i>Cost of Factory Acceptance Test (FAT) & Training for CPC staff as per Bid Document Clause Nos. 2.3.1, 2.3.2 & 2.3.3</i>	

		<i>Without Taxes</i>	<i>With VAT – If applicable</i>
<i>Agency Commission</i>	<i>Amount in figures</i>	<i>SLR.</i>	<i>SLR.</i>
	<i>Amount in words</i>		

Offer Validity
Name of Manufacturer
Country of Manufacture
Port of Shipment
Delivery Period
Name of the Principal Bidder
Name & Address of Local Agent, if any
.....

.....
Date

.....
Signature of Bidder (Principal Supplier)

.....
Company Stamp

SCHEDULE OF PRICES FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM

<i>Item No.</i>	<i>Qty. Required</i>	<i>Unit</i>	<i>Description</i>	<i>Amount (Rs). Without Taxes</i>
01	01	Set	Tank Gauging Systems as per Bid Document Clause No.3.3	
02	01	Set	Set of spares for Tank Gauging Systems as per Bid Document Clause No.3.3.5	
03	Cost of Installation, Testing, Commissioning & site Training for CPC operation staff as per Bid Document Clause No. 2.3.4			
04	Cost of Factory Acceptance Test (FAT) & Training for CPC staff as per Bid Document Clause Nos. 2.3.1, 2.3.2 & 2.3.3			
Less Discount (if any)				
Total Price-Without Taxes				
Transport Charges, if any				
VAT-if applicable				
Grand Total in figures				
Grand Total in words				

		Without Taxes	With VAT- If applicable
Agency Commission	Amount in figures	Rs.	Rs.
	Amount in words		

Offer Validity

Name of Manufacturer

Country of Manufacture

Port of Shipment

Delivery Period

Name of the Principal Bidder

Name & Address of Local Agent, if any

.....
Date.....
Signature of Bidder (Principal Supplier).....
Company Stamp

FORMAT OF PERFORMANCE GUARANTEE

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

Beneficiary :..... [Name and Address of Employer]

Tender Reference No. :

Date :

PERFORMANCE 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"/ "Supply"] of[name of contract and brief description of Works] (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, 90 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)]

FORM OF AGREEMENT INCLUDING CONDITIONS OF CONTRACT
CEYLON PETROLEUM CORPORATION

AGREEMENT NO:

DATE:

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK
GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM

THIS AGREEMENT made related in Colombo on this.....day of..... between the Ceylon Petroleum Corporation established by Act No. 28 of 1961 and the amendment thereto and having its Head Office at No 609, Dr. Danister de Silva Mawatha, Colombo 09 and Principal Business Place at Oil Refinery, Sapugaskanda, Kelaniya, Sri Lanka (hereinafter referred to as the "Corporation" which expression shall mean and include the said Corporation, its successors and assigns) of the one part and having its Registered Office at

 (herein after referred to as "the Contractor" which expression shall mean and include the said
 its successors and permitted assigns) of the other part.

WHEREAS the Chairman, Ministry Appointed Procurement Committee, invited tenders for the supply of the **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM** for Ceylon Petroleum Corporation by Notice dated

AND WHEREAS "the Contractor", submitted to the Chairman, Department Procurement Committee, Ceylon Petroleum Corporation his Bid Ref. No. dated in regard to the **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM** which Bid had been accepted by the "Corporation". The said Bid, Instructions to Bidder's/Manufacturer's, Specifications, all Annexes mentioned in the Corporation Tender No.....dated.....and all other Correspondence and Letters/Telexes of acceptance shall form part and parcel of this Agreement and be read and construed as one document.

NOW IT IS HEREBY AGREED AS FOLLOWS.

1. In consideration of the payment to be made to the Contractor as hereinafter mentioned the Contractor hereby covenants and undertakes with the Ceylon Petroleum Corporation for the **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM** in strict conformity in all respects with the provisions of this Agreement and in such quantities and on or before such time as specified in the Tender Conditions/Letter of Acceptance.

Total Payment.....

2. The Contractor shall submit a Performance Guarantee/Letter of Guarantee from a Bank acceptable to the Corporation as security for the due performance of his obligations under the Agreement and on satisfactory completion of ☐ the **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM** specified herein, the Corporation shall release the Performance Guarantee/Letter of Guarantee, subject to whatever claims it may make on the Bank in respect of defaults on the part of the Contractor as provided herein.

3. The Contractor shall not assign or otherwise transfer or sublet his rights and obligations under this Agreement without the consent and authority of the Chairman, Ceylon Petroleum Corporation, nor shall he issue a Power of Attorney to any person whose name is on the state-list or Ceylon Petroleum Corporation defaulting Contractors, for carrying of the work under this Agreement. The Corporation reserves to itself the right to refuse to recognize a Power of Attorney issued by the Contractor to any person authorizing him to carry out this Agreement on the Contractor's behalf. The Contractor shall not employ for the purpose of executing this Agreement any person whose name is on the state-list or Ceylon Petroleum Corporation, defaulting Contractors or any other person to whom the Chairman objects after giving due notice of his objection in writing. Any breach of this covenant shall render the Agreement liable to cancellation without any compensation to the Contractor.

**Sub-letting
The
Contract**

4. Where the Contractor does not complete the **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK**

Delays in Delivery	<p>GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM work in due time, in accordance with the stipulated and agreed dates as per Invitation to Bid, the Ceylon Petroleum Corporation will have the right to make suitable alternate arrangements for the balance work and to claim from the Contractor, the additional expenses thereby incurred by the Ceylon Petroleum Corporation.</p>
Default By the Contractor	<p>5. (a) If for any reason, in the opinion of the Ceylon Petroleum Corporation, the Contractor becomes incapable or unable in SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM according to the Bid, the Ceylon Petroleum Corporation shall have the right to obtain the SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM from other sources without being liable in any manner whatsoever to the Contractor and the Agreement will stand terminated.</p> <p>(b) If the Contractor defaults in the opinion of the Ceylon Petroleum Corporation, in the SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM or breaches the Conditions of this Agreement with the Ceylon Petroleum Corporation for the SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM according to specifications, the Contractor shall be liable to pay the Ceylon Petroleum Corporation all losses and damages incurred by the Corporation, as a consequence of such default or breach and the agreement will stand terminated.</p>
Liquidated Damages	<p>6. Should the Contractor fail to finish the SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM within the time guaranteed, the Contractor shall be liable to pay as a pre-estimate of liquidated damages, at the rate of 2.5% of the total contract value per week for such delayed period up to a maximum of 10% of the total contract value. The Contractor in these circumstances will also render himself liable to be placed in the list of defaulting Contractors and be precluded from having any concern in the Ceylon Petroleum Corporation Tenders and the agreement will stand terminated.</p>
	<p>7. The Ceylon Petroleum Corporation agrees with the Contractor that payment for the total cost except local agency commission to be made through a Letter of Credit established according to payment terms as per tender clause 2.2 and a receipt of a Performance Guarantee and the payments for local agency</p>

Payment For Terminal Automation System Supplied	commission (if any) to be made in Sri Lankan Rupees after acceptance by CPC. 95% of the full payment will be released only after successful commissioning and acceptance of the SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM . Part payments will be released until the job is completed in full according to the payment terms specified in the clause 2.2 of the ITB document. Balance 5% will be paid after 24 months from the date of successful commissioning and acceptance by CPC.
--	---

8. Serving Of Notice	All Notices and Orders to be served upon the Contractor shall be deemed to have been duly served if sent by registered post to ----- ----- Which place the Contractor hereby selects for the purpose and it is further agreed that unless the Contractor shall forthwith notify the Chairman in writing of such changes and such notification is communicated to and received by the Chairman, the posting of letters, notices, orders or other documents to the address herein given shall for all purposes be deemed to be and constitute sufficient delivery of the same to the Contractor.
---	--

9. Bankruptcy Of Contractor	If at any time between the acceptance of the Tender and the completion of the SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM , the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in Bankruptcy then the Chairman, may, after giving seven (07) days notice in writing to the Contractor, terminate the Agreement.
--	---

10. (1) Arbitration	Any doubt, difference, dispute, controversy or claim, arising from, out of or in connection with this contract, or in respect of the interpretation thereof or on the rights, duties, obligations or liabilities of the parties to this contract or on the operation, breach, termination or invalidity thereof, shall be referred to an arbitral tribunal consisting of a panel of 02 arbitrators and a chairman and settled by Arbitration in accordance with the Rules of the Arbitration Center of the Institute for the development of Commercial law and Practice in Sri Lanka. The composition, jurisdiction of the Arbitral Tribunal, conduct of arbitration proceedings, Awards and any other matters relating to Arbitration shall be in accordance with the provisions contained in the Arbitration Act No. 11 of 1995 and the language used shall be the English Language and be governed by the laws of Sri Lanka.
(2)	Performance of the contract shall continue during Arbitration proceedings.

(3) All proceedings and hearings by the Arbitrator shall be held in Sri Lanka.

11. Nothing herein contained shall make it obligatory on the Ceylon Petroleum Corporation, to place orders with the Contractor for the supply of the said Terminal Automation System and accessories, to the extent specified in the said Tender and the Contractor shall have no claim whatsoever on the Ceylon Petroleum Corporation, if no orders are placed to the extent specified in the Tender or at all.

12. Except as regarding Acts of God, war, strike, invasion, civil war, rebellion, revolution, insurrection military or usurped power, earthquake, plagues, direct Orders or government discontinuing work, the Contractor shall undertake all risks and liabilities of whatever kind arising out of or incidental to or connected with the supply. The Bidder shall promptly give to the Chairman/, Ceylon Petroleum Corporation written notice of any loss of time due to such aforementioned caused and will provide to the Chairman, Ceylon Petroleum Corporation with evidence certified by the appropriate Authority in support of his claims or orders.

**Force
Majeure**

Should any time be lost in a consequence of such aforementioned causes, the date of completion shall be extended by such delay.

13. The following terms used in the Contract Documents shall be understood as having the meanings hereby ascribed to them namely: -

1. "The Chairman" shall mean the Officer for the time being holding the Office of, or for the time being performing the functions of the Chairman of the Ceylon Petroleum Corporation.
2. "The Materials Manager" shall mean the officer for the time being holding the office of, or for the time being performing the functions of the Materials Manager of the Ceylon Petroleum Corporation Refinery Division.

Signed by the Chairman for and on behalf of the Ceylon Petroleum Corporation at

..... on this day of

..... Two Thousand in the presence of the following witnesses.

Signature of

Chairman

For and on behalf of

THE CEYLON PETROLEUM CORPORATION

Witnesses:

1

Address:.....

.....

2.....

Address :

.....

Signed by the said at On
this Day of Two Thousand in the Presence of
the following Witnesses:-

Signature of

Contractor

Name:

Address:.....

Witnesses:

1.....

2

Address :

Address:.....

FORM OF COMPLIANCE / DEVIATIONS

1. Please mention "Yes" under the "complied" if complied with the tender requirement or mention "No" if there is any deviation and indicate the deviation in the cage provided.
2. Where applicable, please provide documentary proof along with the bid for the following points. Where documentary proof is not applicable, please make a statement as to whether requirements given under each point can be complied with fully or with deviations if any.

Commercial

	Specification / Condition	Compliance		Deviations if any
		Yes	No	
01	Bid For All Items & Full Quantities.			
02	Bid Security Guarantee & Its Validity.			
03	FOB, Freight separately given.			
04	Bid Validity.			
05	Schedule of Prices (Annexure "D") duly filled, stamped, signed & forwarded.			
06	Agreed with payment terms & other requirements for negotiation of Letter of Credit as given in clause no. 2.2 of Conditions of Contract,			
07	Agreed with FAT & Training for CPC Staff.			
08	Shipment & Delivery Requirements.			
09	Letter of Authorization from the manufacturer in the event that the bidder is not the manufacturer			
10	Manufacture/Principal ISO certified			
11	Major products manufactured in Europe, USA or Japan			

.....
 Company Stamp

.....
 Signature of the Bidder ☐

	Specification / Condition	Compliance		Deviations if any
		Yes	No	
12	Literature / Catalogues & other Technical Data (complete technical proposal) given.			
13	Manufacturer's illustrated technical literature complete with detail Technical Specifications, Drawings, pertaining to the Tank Gauging Systems given.			
14	Name of the Manufacturer, Country of Manufacture & Port of Shipment given.			
15	Name & Address of Local Agent.			
16	Letter of Authorization for the local agent from the bidder and documentary proof of engagement of local agent with the manufacturer/bidder within the past five years.			
17	If Relevant, VAT Registration No. of local agent Given.			
18	A copy of the Business Registration as per clause 1.14.			
19	A copy of the valid Certificate of Registration issued by the Registrar of Public Contract as per clause 1.14.			
20	Authentication letter from the company authorizing the signatory for signing the tender on behalf of the company.			
21	Bid Securing Declaration as per Annex 'B' given			
22	Assurance of availability of spares for a minimum period of 10 years.			
23	Warranty for 2 years from the date of commissioning and acceptance			

.....
Company Stamp

.....
Signature of the Bidder

	Specification / Condition	Compliance		Deviations if any
		Yes	No	
24	Past supply records of Tank Gauging Systems for International market together with details of such deliveries for recent 10 years for the capacities similar or above.			
25	Project execution plan including the Gantt chart.			
26	Any other variations and /or deviations from specifications or conditions if any.			

.....
Company Stamp

.....
Signature of the Bidder

Technical

	Specification / Condition	Compliance		Deviations if any
		Yes	No	
01	Measuring Parameters			
02	Data Acquisition and Communication			
03	Alarm requirement			
04	Performance and Reliability			
05	Specification for Servo Tank Gauge			
06	Specification for temperature Transmitter			
07	Specification for Tank Side Indicator			
08	Signal Conditioning and Processing Unit			
09	Data Storage and Accessibility			
10	User Interface			
11	Data Visualization and Trending			
12	Report Generation			
13	Connectivity			
14	Data Parameters			
15	Human Machine Interface			
16	System Security			
17	System/Data Backup & Recovery			
18	HMI Hardware & Operating System			
19	Printing Capability			
20	Software Licenses			
21	Surge Protection System			
22	Cables			
23	Cable Trenches			
24	Above Ground Cabling			

.....
Company Stamp

.....
Signature of the Bidder

	Specification / Condition	Compliance		Deviations if any
		Yes	No	
25	Cable Trays			
26	Hazardous Area Classification			
27	Installation			
28	Testing & Commissioning			
29	Documentation			
30	Training			
31	Spares for 5 year operation			

.....
Company Stamp

.....
Signature of the Bidder



Ceylon Petroleum Corporation
Orugodawaththa Tank Farm

Inter Tank Transfer Report

Batch No:

Crude Type :

Start Date : yyyy.mm.dd

Start Time : hh:mm:ss

End Date : yyyy.mm.dd

End Time : hh:mm:ss

Description	Transfer Tank No:		Receipt Tank No:	
	Opening	Closing	Opening	Closing
Observed Product Level (mm)				
Water Bottom Level (mm)				
Product Temperature				
Standard Density				
Volume Correction factor				
Water Volume (m³)				
Gross Volume (m³)				
Net Volume (m³)				
Standard Volume (m³)				
True Mass (MT)				

	Gross Volume	Net Volume	Standard Volume	True Mass
Transferred/Gravitate Quantity				
Received Quantity				
Difference				

SAP Document No:	Remarks:

Report Generated on yyyy.mm.dd at hh:mm:ss User :xxxxxxx

Page 1 of 1



Ceylon Petroleum Corporation
Orugodawaththa Tank Farm

Tanker Receipt Report

Shipment Reference:

Colombo Port Qty:

Average Flow Rate: xxxxx

Tank No : 01

Start Date : 2025.03.08

Start Time : 21:25:00

Crude Type: Murban

End Date : 2025.03.09

End Time : 00.35.00

Receiving Tanker Details			
Tanker Name			
P.D. Opening			
P.D. Closing			
P.D. Reset			

OTF Quantity Details				
Description	Opening		Closing	
	TGS	SAP	TGS	SAP
Observed Product Level (mm)				
Water Bottom Level (mm)				
Product Temperature (°C)				
Standard Density				
Volume Correction factor				
Water Volume (m³)				
Gross Volume (m³)				
Net Volume (m³)				
Standard Volume (m³)				
True Mass (MT)				
Received Quantity	Gross Volume	Net Volume	Standard Volume	True Mass
TGS				
SAP				
Tanker Data				
Difference				

SAP Details			
P.O Quantity	Outbound No:	Document No:	Billing Document No:

TGS- Tank Gauging System

Report generated on yyyy.mm.dd at hh:mm:ss User :xxxxxxx



Crude Receipt Report

Batch No: *****

Tank No : Start Date : 2025.02.26 Start Time : 21:25:00

Crude Type : End Date : 2025.02.28 End Time : 00:35:00

Description	Opening	Closing
Observed Product Level (mm)		
Water Bottom Level (mm)		
Product Temperature		
Standard Density		
Volume Correction factor		
Water Volume (m³)		
Gross Volume (m³)		
Net Volume (m³)		
Standard Volume (m³)		
True Mass (MT)		

Flow Details (m³/hr)	
Highest Flow Rate	
Lowest Flow Rate	
Average Flow Rate	

Receipt Quantities	
Gross Volume (m³)	
Net Volume (m³)	
Standard Volume (m³)	
True Mass (MT)	

Remarks



Transfer Report

Tank No : xxx Start Date : yyyy.mm.dd Start Time : hh:mm:ss
Crude Type : AAAAAAA End Date : yyyy.mm.dd End Time : hh:mm:ss

Description		Opening	Closing	Remarks
Observed Product Level (mm)				
Water Bottom Level (mm)				
Product Temperature (°C)				
Standard Density (kg/m³)				
Volume Correction factor				
Water Volume (m³)				
Gross Volume (m³)				
Net Volume (m³)				
Standard Volume (m³)				
True Mass (MT)				
Transfer Quantities	Gross Volume		Standard Volume	True Mass
Gauged Details				
SAP				
Difference				



Inventory Report

Date: yyyy.mm.dd

Time: hh:mm:ss

Tank No:	Observed Crude Level (mm)	Ullage Level (mm)	Gross Volume (m³)	Ullage Volume (m³)	True Mass (MT)	Ullage Mass (MT)	Total pumpable Volume (m³)	Total Usable Mass (MT)
Total								



Receipt Overview Report

Start Date: yy:mm:dd

Start Time: hh:mm:ss

End Date:yy:mm:dd

End Time: hh:mm:ss

Crude Type:	Gross Volume (m ³)	Net Volume (m ³)	Standard Volume (m ³)	True Mass (MT)
Shipment Reference:				
Tank No.				
T001				
T002				
T003				
T004				
Total Innage				
Total Ullage				

Report Generated on yyyy.mm.dd at hh:mm:ss

Page 1 of 1



Stock Report		Date				Time						
Tank No:	Observed Dip (mm)	Observed Water Dip (mm)	Observed Temp: (0C)	Observed Density (kg/m3)	Standard Density (kg/m3)	Gross Volume (m3)	Water Volume (m3)	Net Volume (m3)	Standard Volume (m3)	True Mass (MT)	Ullage Volume (m3)	Ullage Mass (MT)

INVITATION FOR INTERNATIONAL COMPETITIVE BIDS

CEYLON PETROLEUM CORPORATION
(REFINERY DIVISION)

ICB 4515T

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA
CRUDE OIL TANK FARM

The Chairman, Department Procurement Committee, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya, Sri Lanka will receive sealed Bids from reputed manufacturers, their authorized export agents abroad or their authorized local agents (Manufacturer's or Export Agent's) for the SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC TANK GAUGING SYSTEM FOR ORUGODAWATTA CRUDE OIL TANK FARM conforming to the Terms, Conditions and specifications given under the Bidding Document.

Bidding Documents can be obtained up to 1500 hours on 26-January-2026. Any Bidder submitting a bid, shall pay a nonrefundable document fee of Rs. 12,500.00 on a request letter to the Cashier, 5th Floor, CPC Head Office, No. 609, Dr. Danister de Silva Mawatha, Colombo – 09 or to the Cashier, Refinery Division, Sapugaskanda, Kelaniya before 1500 hours on any working day up to 26-January-2026 and also payments can be made in cash to the Ceylon Petroleum Corporation's People's Bank Account No. 004100110208633 referring ICB number and bidders name in short.

Bidding document, which comprises the conditions of the Tender and the specification is available on websites www.ceypetco.gov.lk & www.dgmarket.com.

Alternatively, Bidding documents could also be obtained from the under mentioned.

Bids will be received by the Chairman, Department Procurement Committee until 1430 hours on 11-February-2026 and will be opened immediately thereafter at the Refinery Main Conference Room.

Manager (Materials)
Ceylon Petroleum Corporation
Refinery Division,
SapugaskandaKelaniya,
Sri Lanka.

Tel No. 0094-11-2400110
Email: foreignpurchasing@ceypetco.gov.lk

ජාත්‍යන්තර තරගකාරී මිළ ගණන් කැඳවීම

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව (පිරිපහදු කාර්යාංශය)

ICB - 4515T

OTF ඩොර තෙල් ටැංකි මිනුම් පද්ධතියක් (OTF CRUDE OIL TANKS GAUGING SYSTEM) සැපයීම, සවිකිරීම, පරීක්ෂා කිරීම සහ ක්‍රියාත්මක කර භාර දීම

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව, පිරිපහදු කාර්යාංශය, සපුරාස්කන්ද, කැළණිය, ශ්‍රී ලංකාව හි දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවෙහි සභාපති විසින් නිශ්පාදකයන්ගෙන් හෝ විදේශයන්හි සිටින ඔවුන්ගේ බලය ලත් අපනයන කරුවන්ගෙන් හෝ ඔවුන් බලය පවරන ලද දේශීය නියෝජිතයන්ගෙන් හෝ මිළ ගණන් කැඳවීමේ පත්‍රයේ සඳහන් පිරිවිතර හා කොන්දේසි වලට අනුකූල වූ ඉහත සඳහන් දෑ සැපයීම, සවිකිරීම, පරීක්ෂා කිරීම සහ ක්‍රියාත්මක කර භාර දීම සඳහා මුද්‍රා තබන ලද මිළ ගණන් කැඳවනු ලැබේ.

කිසියම් ලන්සු තබන්නෙකු, මිළ ගණන් ඉදිරිපත් කරන්නේ නම්, අයදුම්පත් සඳහා ආපසු නොගෙවන රු. 12,500.00 ක මුදලක් 2026-ජනවාරි-26 දින 1500 වන පැය දක්වා කාර්යාල දිනවලදී අංක 609, වෛද්‍ය ඩැනිස්ටර් ද සිල්වා මාවත, කොළඹ 09, ස්ථානයෙහි පිහිටි ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාවෙහි ප්‍රධාන කාර්යාලයෙහි 05 වන මහලෙහි මුදල් අයකැමිට හෝ පිරිපහදු කාර්යාංශය, සපුරාස්කන්ද, කැළණියහි මුදල් අයකැමිට ලිපියක් ඉදිරිපත්කිරීමෙන් මුදලින් කල යුතු අතර සියළු ගෙවීම් ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාවේ 004100110208633 දරණ මහජන බැංකුවේ ගිණුම හරහා ICB අංකය සහ ලන්සුකරුගේ නම කෙටියෙන් සඳහන් කරමින් මුදලින් කල හැකිය.

මිළ ගණන් කැඳවීමේ පත්‍රයේ කොන්දේසි සහ පිරිවිතර www.ceypetco.gov.lk සහ www.dgmarket.com යන වෙබ් අඩවියන්හි අන්තර්ගත වේ.

තවද මිළ ගණන් කැඳවීමේ පත්‍ර පහත සඳහන් අයගෙන්ද ලබා ගත හැකිය.

මිළ ගණන්, දෙපාර්තමේන්තු ප්‍රසම්පාදන කමිටුවේ සභාපති විසින් 2026-පෙබරවාරි-11 දින 1430 පැය දක්වා බාරගන්නා අතර එම මොහොතේම පිරිපහදු සම්මන්ත්‍රණ ශාලාවේදී විවෘත කරනු ලැබේ.

කළමනාකාර (ද්‍රව්‍ය)

ලංකා ඛනිජ තෙල් නීතිගත සංස්ථාව

පිරිපහදු කාර්යාංශය,

සපුරාස්කන්ද, කැළණිය

දු.ක. 011 2 400 110

වි.තැ. foreignpurchasing@ceypetco.gov.lk