



CEYLON PETROLEUM CORPORATION

**HIRING OF LINE BOATS AND MARINE
PERSONNEL FOR WORK CONNECTED WITH OFFSHORE
OPERATIONS FOR A PERIOD OF TWO YEARS**

B/40/2022

BIDDING DOCUMENT

2022

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INVITATION FOR BIDS (IFB)
CEYLON PETROLEUM CORPORATION
HIRING OF LINE BOATS AND MARINE PERSONNEL FOR WORK CONNECTED
WITH OFFSHORE OPERATIONS FOR A PERIOD OF TWO YEARS

B/40/2022

The Chairman, Department Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC) will receive sealed Bids from qualified Contractors for “Hiring of Line Boats and Marine Personnel for work connected with offshore operations” for a period of two years.

To be eligible for awarding the Contract, the successful bidder shall not have been blacklisted and shall have complied with the eligibility and qualification criteria stated in the Bidding Document.

Bidding documents can be obtained between **0900 hrs. and 1500 hrs. up to 17.08.2022** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mwt., Colombo 09, on a written request and on payment of non-refundable fee of **Rs.20,000.00 (Rs.17,857.14 + 12% VAT per set)**.

All Bids should be accompanied by a **Bid Security amounts to Rs.1,290,000.00**

The Bid will be **closed at 1400 hrs. on 18.08.2022** and opened at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, at the address given below, immediately after closing time of the Bid. Bidders or their authorized representatives may present at the opening of the bid. As per the Public Contract Act No, 3 of 1987, the Prospective Bidders shall be registered in Department of Registrar of Companies through <https://eroc.drc.gov.lk/> website and submit PCA 3 certificate along with their Bid.

Bids may be sent by post under registered cover or deposited in the Tender Box kept in the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01st Floor, No, 609, Dr. Danister De Silva Mawatha, Colombo 09.

Clarifications (if any) shall be sought from Manager (Operation Stocks & Terminal Operations) over Tele No. 011 5455289 or e-mail menakaj@ceypetco.gov.lk.

Chairman,
Departmental Procurement Committee,
C/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
1st Floor,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.
Sri Lanka

1. INSTRUCTIONS TO BIDDERS

CEYLON PETROLEUM CORPORATION

HIRING OF LINE BOATS AND MARINE PERSONNEL FOR WORK CONNECTED WITH OFFSHORE OPERATIONS FOR A TWO YEAR PERIOD

B/40 /2022

1.1 Introduction

The Chairman, Department Procurement Committee on behalf of the Ceylon Petroleum Corporation (hereinafter referred to as the Employer) invites sealed bids from eligible and qualified bidders for hiring of line boats and marine personnel, on the basis of the service to be provided as and when required, in order to use for work connected with two offshore Single Point Buoy Mooring (SPBM) terminals (CALM BUOY) and respective associated submarine pipelines. The Crude Oil SPBM is owned by Ceylon Petroleum Corporation and the Muthurajawela SPBM is owned by Ceylon Petroleum Storage Terminal Limited (hereinafter referred to as CPSTL). These two installations are operated by CPSTL, and used for the transfer of crude oil & petroleum products from Crude Oil Tankers (up to 250,000 DWT) and Product Tankers (up to 60,000 DWT) to the crude oil storage complexes at Sapugaskanda Refinery & Orugodawatte and refined products Storage Complex at Muthurajawela, respectively.

The prospective Bidder shall be capable of supplying the services of line boats with an experienced crew and experienced marine personnel (such as divers, stand-by divers, deck hands etc.), continuously for a two-year period (with the option to extend the contract by a further period of 4 months) on the basis of as and when required, to be used for all operations (including tanker mooring & unmooring), repair & maintenance work, inspection work and other emergencies of the two SPBM's and respective pipe lines. Divers shall have Commercial Diving Certificate or shall be experienced divers who can dive up to 100 ft. and be capable of doing operations / maintenance / inspection work of all available offshore installations at such depths.

These two offshore installations consist of the following components;

1.1.1 Crude Oil SPBM Terminal

- i. A terminal buoy of approximately 11 m diameter located offshore approximately 9.6 km from Colombo Harbour, which includes a water tight hull, piping, valves, product distribution unit (PDU), rotating assembly and navigational aids. The piping, valves and PDU is designed to transfer crude oil from 24" floating hose to 24" submarine hose while the tanker is free to circle around the buoy.
- ii. The mooring system to anchoring the buoy to seabed and holding the buoy in position, consists of 6 chain legs spaced out at 60° intervals around the hull. Each leg is a 3¼" diameter stud link chain approximately 1035 feet in length overall and is held by a high power anchor weighing approximately 10 tons.
- iii. The floating rope system used to moor the tanker to the buoy consists of a double braided nylon hawser 175 ft long and 18" in circumference. Each end of the hawser is provided with chafe chain and several links of 3" U3 Grade chain shackle to connect the mooring rope to the buoy and to the tanker. The tanker end of the mooring hawser is provided with

a nylon messenger line 8” in circumference and about 250 feet in length. This assembly is kept floating when the tanker is not moored to the buoy.

- iv. The floating hose system consists of one string of hose 24” in diameter reducing to one 12” in diameter hose at the tanker end. The hose string is approximately 850 feet in length made up of 24 sections of 35 ft. long flanged hoses. The system is provided to transfer the crude oil from tanker to the buoy. This assembly is kept floating when the tanker is not moored to the buoy.
- v. The under buoy hose system consists of one string of 24” diameter hose approximately 130 feet in length made up of 35/30 ft. long flanged sections of hoses. The system is intended to transfer the crude oil to the submarine pipeline from the buoy.
- vi. The Pipeline End Manifold (PLEM) at the seabed is about 95 feet under water. This is provided with a manual pig launching arrangement to introduce scraper pig to the 36” submarine pipeline and also connection of the under buoy hose to the submarine pipeline. Operation is carried out at the seabed with the provided valve assembly.
- vii. Submarine pipeline 36” in diameter 9.6 km long is concrete weight coated (CWC) to transfer crude oil to the shore. About 50% of this pipe length is buried.

1.1.2 Muthurajawela SPBM Terminal

Muthurajawela SPBM, the refined product unloading facility of CPSTL comprising of Duel Path CALM Buoy, Two Floating Hose Strings, Two Under Buoy Hose Strings configured to “Chinese Lantern” arrangement, Two Pipe Line End Manifolds (PLEMs) and Two Submarine pipe line which was installed by SBM IMODCO in 2010. It is located offshore approximately 9.6 km from Colombo Harbour, which includes a water tight hull, piping valves, Multi Product Distribution Unit (MPDU), rotating assembly and navigational aids.

- i. The piping, valves and MPDU is designed to transfer two different refined products simultaneously through two 16” floating hose strings each connected with two separate 16” submarine hose strings via MPDU while the tanker is free to circle around the buoy.
- ii. The mooring system to anchor the buoy to seabed and hold the buoy in position consists of 6 chain legs spaced out at 60° intervals around the hull. Legs are 3 ½” diameter stud link chain, approximately 985 feet in length overall and is held by a high power anchor, weighing approximately 12 tons.
- iii. The floating rope system used to moor the tanker to the buoy consists of a double braided nylon hawser 150 ft long and 15” in circumference. Each end of the hawser is provided with chafe chain and several links of 3” U3 Grade chain shackle to connect the mooring rope to the buoy and to the tanker. The tanker end of the mooring hawser is provided with a nylon messenger line 8” in circumference and about 225 feet in length. This assembly is kept floating when the tanker is not moored to the buoy.
- iv. One floating hose string system consists of hoses of 16” diameter, reducing to 12” in diameter hose at the tanker-end and The hose string is approximately 745 feet in length made up of 40 ft long flanged 18 sections of hoses. Other floating hose string system consists of hoses in same diameter [ie.16” (inch)] and the hose string is approximately 750 feet in length made up of 40 ft long flanged 18 sections of hoses.

The systems are provided to transfer the refined products from tanker to the buoy.

This assembly is kept floating when the tanker is not moored to the buoy.

- v. The under buoy hose system consists of two set of hose string of 16” diameter hose approximately 85 feet in length made up of 30/25 ft flanged sections of hoses. The systems are provided to transfer the refined products to the submarine pipelines from the buoy.

The Pipeline End Manifolds (PLEMs) at the seabed are about 60 feet depth under water.

- vi. Two submarine pipelines, each 18” in diameter & 6.4 km long are concrete weight coated to transfer refined products to the shore. About 95% of this pipe length is buried.

1.2 Scope of Work

1.2.1 The prospective Bidder should be capable of supplying the services as and when requested by Employer (24 hrs x 7 days in the week including all public & mercantile holidays) continuously for a two-year period as described in sub Clause 2.2 needed for the operation, maintenance & inspection work and other emergencies of the said installations described in sub Clauses i thr. vii, under both sub clauses 1.1.1 and 1.1.2, from **1st October 2022** .

1.2.2 The required services are:-

- i. Services of a line boat with an experienced crew to be deployed for operations such as mooring, unmooring, maintenance & inspection works and other emergencies. The line boat shall be in accordance with the specification indicated in **Annex II (a)**. The line Boat offered for the service by the contractor shall be seaworthy and fit for the purpose of the contract during the entire period of contract including extension period (if any) which considered as continuing obligations upon the Service Provider.

In addition to the Line Boat indicated in the Annex II (a), prospective bidder, should capable to supply high capacity boat as Annex II (b) especially for the special maintenance work / sample collection during rough weather and night time.

The prospective Bidder should also be able to provide an additional line boat with similar capacity and condition [Annex II (a)], as and when requested by the employer at the same rate and same terms and conditions. The second line boat should not necessarily be owned by the prospective bidder. If the second boat is not owned by the bidder, a firm guarantee should be given indicating that the second line boat will be made available for the operations & other works mentioned in the bid document as and when required at the same rate and under the same terms and conditions.

- ii. Services of experienced deck hands when specifically requested. The average number required at a time shall be *Six*. This number could be more or less depending on the specific work carried out. Deck hands shall be provided to the tug boat which will be located at DTB or Guide Pier. Meals for deck hands shall be provided by the contractor to the required location which may be SPBM-I, SPBM-II, IBW or Guide Pier. Transport cost of deck hands will not be provided by CPC.
- iii. Services of divers having Commercial Diving Certificate or experienced divers who can dive up to 100 ft. and capable of doing operations / maintenance / inspection work of all available offshore installations at such depths. The average number required shall be *six*. This number could be more or less depending on the specific work carried out. Divers shall be provided to the tug boat which will be located at DTB or Guide Pier. Meals for divers shall be provided by the contractor to the required location which may be SPBM-I, SPBM-II, IBW or Guide Pier. Transport cost of divers will not be provided by CPC.
- iv. The contract divers should support the deck work on board the MERV and on board the BUOY while they were idling following the instruction of work in charge of CPSTL.

- v. The contract crew (boat, deckhand, and divers) should maintain discipline at sea obeying the rules and regulation of CPSTL and MERV and command of CPSTL in charge/mooring masters and anybody who work against the rules and regulations will not be allowed to continue the service under this contract.
- vi. Services of underwater equipment such as Lift bags-3000kg (approx.), Lift bags-5000kg (approx.), Air Lift (suction dredge) Dredging device, Pneumatic breakers, Pneumatic Angle die Grinder, Underwater Camera, Air Compressor with hoses (Capacity 7Kg/cm² x 175 -200 cubic feet per minute with and without Operator), Air Compressor with hoses (Capacity 7Kg/cm² x 21.5 cubic meters per minute with and without Operator), Underwater Welding equipment with welder.

1.2.3 Contractor shall be capable of supplying the Line boat/boats and marine personnel indicated in clause 1.2.2 at immediate notice on a 24 hour basis, seven days a week irrespective of weekends and holidays for all operational & other requirements including emergencies such as oil spillages.

On behalf of Employer, such notices shall be issued by the Operations Manager (Offshore Operations) or his nominated officer at Offshore Operations Department of CPSTL. The mode of communication of such notifications may be verbal or in writing. However, for the purpose of record, all requests will be finally confirmed in writing by the Operations Manager (Offshore Operations) or his nominated officer at Offshore Operations Department of CPSTL.

Upon issuance of such notification by Operations Manager (Offshore Operations), the contractor will be bound to provide the services of a line boat/boats with an experienced crew and requested number (if a request is made) of experienced marine personnel (divers, stand-by divers, deck hands etc.) within 24 hrs. A responsible Person / Persons shall be appointed/named by the contractor to receive such notices issued by the Operations Manager (Offshore Operations) or his nominated officer at Offshore Operations Department of CPSTL on 24 hour basis, seven days a week irrespective of weekends and holidays.

In the event of a repair work and/or installation work and/or inspection work of the two SPBM's & associated facilities and /or other emergencies such as oil spillages which require increase number of marine personnel (such as divers, standby divers, deck hands etc.), the Prospective Bidder should be capable of supplying the said manpower within a reasonable time upon receipt of an advance notice issued by Employer.

SPBM Engineer appointed by employer shall be the permanent representative of the employer who carries out duties at the premises of the offshore operations of CPSTL at the Port of Colombo. Contractor shall coordinate with the SPBM Engineer for all matters directly related to the employer.

1.2.4 General description of the maintenance & inspection work of the two SPBM facilities described in item i thr. vii under both sub clauses 1.1.1 and 1.1.2, is attached hereto as Annex 1 and the contractor/his personnel should be capable of handling the said described work in the Annex 1 but shall not be limited to the same.

1.2.5 The operation, maintenance and inspection work of the two SPBMs and the respective submarine pipelines are currently done by Employer and/or CPSTL personnel. However, further assistance/advice is obtained from the supplier of the buoys, submarine pipeline contractors and certifying inspectors. During the period of the operation certification of both offshore systems shall be maintained by meeting the appointed inspector's requirements and Oil Companies International Marine Forum (OCIMF) guidelines.

1.2.6 All necessary spare parts, equipment and one Maintenance Emergency Response Vessel (MERV) necessary for operation/maintenance/inspection work of the two SPBM terminals and respective

submarine pipelines will be supplied by the Employer and / or CPSTL which excludes items required under Clauses 1.2.2 and 2.6.

- 1.2.7 Period of contract shall be for two (2) years. Employer may extend the contract by a further period of maximum four (04) months at its discretion and depending on the performance of the contractor during the Two (02) year contract period.

1.3 Qualifications & Experience of the Bidder

- 1.3.1 Prospective bidder shall have adequate staff with experience in Sri Lanka or abroad and be capable of handling maintenance & inspection work relating to the two SPBM terminals and respective submarine pipelines. Should the contractor use the services of subcontractors/agreement with other parties, such sub-contractors/other parties should also fulfil the above requirements and a letter of consent agreeing to fulfil the requirements from the subcontractors/other parties should be forwarded along with the Bid.
- 1.3.2 The successful bidder shall undertake to employ experienced qualified personnel during the implementation of the said services mentioned in Sub Clause 1.2.1 to 1.2.4 and Employer reserves the right to reject the services of persons found to be incompetent or not measuring up to the required standard.

1.4 Cost of Bidding

- 1.4.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

1.5 Site Visit

- 1.5.1 The Bidder, at the Bidder's own risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.
- 1.6 The intended service period for the Line Boat/Boats & Marine Personnel shall be for a period of twenty four (24) months commencing from 1st October 2022. However, option shall be available for Employer to extend the service period further by maximum of four (04) months if required.
- 1.7 Bidding will be conducted through National Competitive Bidding method.
- 1.8 Interested eligible bidders may obtain further information or seek clarification from Manager (Operation Stocks & Terminal Operations) of Ceylon Petroleum Corporation [fax 011 5455432 & Tel: 011 5455289] and inspect the Bidding Documents in CPC official website.
- 1.8.1 A prospective Bidder requiring any clarification of the Bidding document should notify CPC in writing by hand or post or facsimile at the CPC's mailing address indicated in ITB clause 1.10
- 1.8.2 Bidder shall request in writing any clarification of the Bidding document not later than fourteen (14) days prior to the deadline for submission of bids. Copies of the CPC's

response will be sent to all prospective Bidders who have duly collected Bidding documents within seven (07) days prior to the closing of the Bid.

1.8.3 All correspondence shall be addressed to the address given in ITB clause 1.10 and shall not be personally addressed to any officer. Such correspondence shall not be entertained and shall be considered as a disqualification.

1.9 A complete set of Bidding Document may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee of Rs.20,000.00 (Rs.17,857.14 + 12% VAT per set). The method of payment will be by cash.

1.10 Bids must be delivered to the address below on or before at 1500 hrs on 17.08.2022. Late bids will be rejected and returned un-opened to the respective Bidders. Bids will be opened in the presence of the bidders' representatives who choose to attend in person, at the address below at 1400 hrs on 18.08.2022.

The address referred to above is:

The Chairman
Department Procurement Committee
C/o Manager (Procurement & Stores)
Procurement & Stores Function
Ceylon Petroleum Corporation
1st floor, No. 609
Dr. Danister De Silva Mawatha
Colombo 9

Tel. : 011 5455331, 011 5666225
E-mail : supplies@ceypetco.gov.lk
Fax No : 011 5455424

1.11 Contents of Bidding Document

1.11.1 The bidding document comprises the sections listed below:

- i* Invitation to Bid
- ii* Instructions to Bidders
- iii* Conditions of Contract
- iv* Requirements of Employer (Annex I)
- v* Specification of the Line Boats (Annex II a & II b)
- vi* Schedule A: Form of Bid
- vii* Schedule B: Offer Sheet & Schedule of Prices
- viii* Schedule C: Statement of Facts
- ix* Schedule D: Format of Bid Security
- x* Schedule E: Format of Performance Bank Guarantee
- xi* Schedule F: Form of Contract (Agreement)

1.12 Language of Bid

1.12.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in English Language.

1.13 Documents to be submitted with the Bid

1.13.1 All Bids should contain adequate particulars as required under the Bidding Document. Failure to furnish the following documents and details/ information before the closing of Bids may result in the Bid being rejected.

- (a) Original Bid Security Guarantee established as per the format given in Schedule D and as per the clause 1.18. Non submission of Bid Security will be considered as a major deviation.
- (b) Duly completed and certified declaration form in Schedule A: "Form of Bid".
- (c) Duly completed and certified Specification sheet of the Line Boat in the Annex II(a) & II (b)
- (d) Duly completed Offer Sheet & Schedule of Prices in the Schedule B.
- (e) Duly completed Statement of Facts in the Schedule C (if applicable).
- (f) Description / Details of the Line Boats owned/operated by the Bidder and the documentary proof of the Ownership of the Line Boat offered by the Bidder including purchase agreement if any.
- (g) List of Services performed for each of the last five years.
- (h) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.
- (i) Qualification & experience of Key staff including Marine Divers, Deck Hands & Line Boat Crew proposed for the contract.
- (j) The Bidder shall submit a Board Resolution of the company or a documented decision of the partners in a partnership as the case may be, granting authority for the signing of the Bid documents and the Final Contract Agreement in case its Bid is accepted by Employer.
- (k) In case of a Company, the profit and loss accounts audited for the three financial years immediately preceding the date of Bid and the balance sheet as at the end of each of these three (03) years and names of three (3) banks or other financial establishments from whom reference could be obtained shall be submitted by the party, who has the ownership of the Line Boat and the party signing the Final Contract Agreement in case its Bid is accepted by Employer.
- (l) Any other documents deemed to be important.

1.14 Bids shall be prepared in duplicate as per the conditions specified in Clause 1.12 and Clause 1.13 above. The Original and Duplicate of the Bid should be placed in separate envelopes marked 'ORIGINAL' and 'DUPLICATE' respectively. Both envelopes should be enclosed in one securely sealed cover and marked '**HIRING OF LINE BOATS AND MARINE PERSONNEL FOR WORK CONNECTED WITH OFFSHORE OPERATIONS FOR A PERIOD OF TWO YEARS**' followed by the identification number '**B/40/2022**' on the top left hand corner and the statement "**DO NOT OPEN BEFORE 1400 HRS ON 18.08.2022**". Duly completed Bids under sealed envelope shall be submitted to the address specified in Clause 1.10.

1.15 Bid Prices

1.15.1 The Contract for the Services described under the Employer's Requirements in Annex I, shall be based on the rates quoted under Item No. 13 of the Offer Sheet & Schedule of Prices in Schedule B submitted by the Bidder.

1.15.2 The Bidder shall fill rates and prices for all of the Services (described under Employer's Requirements in Annex I) in Item No. 13 of the Offer Sheet & Schedule of Prices in Schedule B. Quoted rates should be exclusive of all taxes.

1.16 Currency of Bid and Payment

1.16.1 All prices quoted by the Bidder should be in Sri Lankan Rupees and the payments will be made to the successful Bidder in Sri Lankan Rupees.

1.16.2 During the contract period, invoices shall be raised monthly (calendar month) for the completed work.

1.17 Bid validity

1.17.1 Bids shall remain valid for a minimum period of ninety one (91) days from the closing date of the Bid (i.e. 17.11.2022).

1.17.2 In exceptional circumstances, Employer may request the bidder to extend the period of bid validity for a specified additional period. The request and the bidder's response shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clauses 1.16.2 and 1.18 in all respects.

1.18 Bid Security

1.18.1 The Bidder shall furnish, as part of the Bid, a Bid Security in the form of a Bank Guarantee as per the format annexed (Please see Schedule D) for Sri Lankan Rupees One Million Two Hundred & Ninety Thousand (Rs.1,290,000.00) through a licensed Commercial bank in Colombo, Sri Lanka which is registered under Central Bank of Sri Lanka, acceptable to the Employer. The Bid Security shall be valid for one hundred and nineteen (119) days from date of closing of the Bid (i.e. 15.12.2022) with provisions to extend, if necessary. The original Bid Security shall be submitted along with the originals Bid specified under clause 1.14.

1.18.2 Any Bid not accompanied with the original Bid Security, established as per the format in Schedule D shall be rejected.

1.18.3 Employer itself reserves the right to forfeit the Bid Security if the successful Bidder;

- (a) withdraws the Bid after Bid opening during the period of Bid validity; or
- (b) does not accept the correction of the Bid price, pursuant to Clause 1.27 or
- (c) fails to accept the award within the stipulated time referred in Sub Clause 1.30.3; or
- (d) fails to:
 - (i) furnish the required Performance Security within the time limit specified under Sub Clause 2.1.2 or
 - (ii) sign the Formal Contract agreement within the time limit specified under Sub Clause 1.30.4 or
- (e) Line delivered by the bidder does not conform to the agreed Bid specifications (the service of the Line should be provided as and when required by the Employer commencing from 1st October 2022).

1.19 Format and Signing of Bid

1.19.1 The Bidder shall submit a Board Resolution of the company or a documented decision of the partners in a partnership as the case may be, granting authority for the signing of the Bid documents and the Final Contract Agreement in case its Bid is accepted by Employer.

1.19.2 In preparing the original Bid, the Bidder shall prepare one set of original documents as per the requirements described in Clauses 1.12 and 1.13 above. The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

1.19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

1.20 Sealing and Marking of Bids.

1.20.1 The outer envelope prepared in accordance with sub clause 1.14 shall:

- (a) be addressed to the Employer at the address provided in the clause 1.10;
- (b) bear the name and identification number of the Contract as defined in the sub clause 1.14; and
- (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the clause 1.14.

1.20.2 In addition to the identification required in Sub-Clause 1.20.1, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

1.20.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

1.21 Deadline for Submission of Bids

1.21.1 Bids shall be delivered to the Employer at the address given below no later than **1400 hrs on 18.08.2022.**

The Chairman
Department Procurement Committee
C/o Manager (Procurement & Stores)
Procurement & Stores Function
Ceylon Petroleum Corporation
1st floor, No. 609
Dr. Danister De Silva Mawatha,
Colombo 09.

Telephone : 5455331
E-mail : supplies@ceypetco.gov.lk
Fax No : 5455424

1.21.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.

1.22 Late Bids

1.22.1 Any Bid received by the Employer after the deadline prescribed in Clause 1.21 will be returned unopened to the Bidder.

1.23 Bid Opening

1.23.1 Bids will be opened immediately after closing time specified in the Clause 1.21. The Employer will open the outer envelope followed by the envelop marked as 'ORIGINAL' marked, in the presence of Bidders' designated representatives who choose to attend, at the time, date and location stipulated in the invitation to Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.

1.23.2 The Bidders' names, the presence (or absence) of Bid security, the presence (or absence) of the Offer Sheet & Schedule of Prices, the Bid prices together with any discounts offered, and any such other details as the Employer may consider appropriate, shall be read aloud and recorded by the Employer at the opening.

1.24 Clarification of Bids

1.24.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 1.27.

1.25 Examination of Bids and Determination of Responsiveness

1.25.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid;

(a) is accompanied by the required securities; and

(b) is substantially responsive to the requirements of the bidding documents.

1.25.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one;

- (a) Which affects in any substantial way the scope, quality, or performance of the Services;
- (b) Which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

1.25.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

1.26 Detailed Evaluation of Bids

1.26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 1.25. Before the detailed evaluation of Bids, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly it will be rejected at this stage.

1.26.2 A Bid shall be first evaluated for the responsiveness to important aspects of the Employer's Requirements specified in Annex I and Specification of the Line specified in Annex II. If the Bid found to be not complies with the Employers requirement or Specification of the Line, it will be rejected. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document.

1.26.3 In evaluating the Bid Prices, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:

- (a) Correcting the arithmetical errors in-pursuant to Clause 1.27,
- (b) Applying any discounts offered by the Bidder.

1.26.4 Evaluation of bids will be based on the following estimated quantities which were determined based on recent usage data available with CPC. However the actual requirement might vary for which CPC take no responsibility.

	Description of the Service	Average Number per Annum
i	Divers (12 hrs working shifts)	420
ii	Stand-by Diver (Both day & night) (12 hrs working shifts)	60
iii	Deck Hand (12 hrs working shifts)	360
iv	Line Boat with the Crew (hours)	800
v	High capacity boat with the crew (hours)	300
vi	Standby time of the Line Boat (hours)	300
vii	Standby time of the High capacity Boat (hours)	50
viii	Underwater Videography & Photography (12 hrs working shifts)	05
ix	Lifting Bags (per day)	04
x	Air Lift (suction dredge) Dredging device (per day)	04
xi	Pneumatic Breakers (per day)	04
xii	Pneumatic Angle die Grinder (per day)	04
xiii	Air Compressor (per day)	04
xiv	Underwater Welding equipment with welder (per day)	03

- 1.26.5 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

1.27 Correction of Errors

- 1.27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis:

If there is a discrepancy between unit prices and the total price that is obtain by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; If there is discrepancy between the amounts in figures and in words, the amount in words will prevail.

- 1.27.2 The amount stated in the Bid will be adjusted by Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the prospective Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the bid will be rejected, and the Bid Security may be forfeited in accordance with the sub clause 1.18.3.

1.28 Award Criteria

- 1.28.1 Subject to Clause 1.29, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.

1.29 Employer's Right to accept any Bid and to reject any or all Bids

- 1.29.1 Notwithstanding Clause 1.28, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

1.30 Notification of Award and Signing of Agreement

- 1.30.1 The successful bidder will be notified in writing, of the award of contract by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the Prices that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 1.30.2 The notification of award will constitute the formation of the Contract.
- 1.30.3 The Bidder shall submit the Performance Guarantee as specified in the sub-clause 2.1 of Conditions of Contract within fourteen (14) working days from the date of award of the Bid.
- 1.30.4 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder and the formal contract agreement will be signed within 5 working days after the establishment of the Performance Bank Guarantee.

2. CONDITION OF CONTRACT

2.1 Performance Security:

- 2.1.1 The successful Bidder on being notified by CPC of the acceptance of his bid, shall furnish at his own cost a Performance Guarantee, within fourteen (14) days of such notification issued by a licenced Commercial Bank in Sri Lanka, or a foreign bank with the guarantee confirmed by a licenced Commercial Bank operating in Sri Lanka, and approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum equivalent to 10% of the total Bid value of the accepted Bid. The Performance Security shall be substantially in the format given in Annex D. The period of validity of this performance security shall be the expected period of delivery of services plus one month.
- 2.1.2 If the successful Bidder fails to furnish the Performance Security as aforesaid, his name will be placed in the list of defaulting Contractors. CPC shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such Bid, as the case may be, at the risk and expense of the successful Bidder.
- 2.1.3 The successful Bidder, in the event of his failure to furnish the Performance Security as required, shall be liable for any losses, costs expenses and damages which the CPC may sustain in consequence of such failure, and the Bid security shall be forfeited.
- 2.2 The line Boat offered for the service by the successful Bidder shall be seaworthy and fit for the purpose of the contract during the entire period of contract including extension period (if any) which considered as continuing obligations upon the Service Provider. If an additional line boat is requested by CPC, the bidder shall be liable to provide a similar capacity and quality boat.

The successful Bidder should be capable of supplying the Line boat/boats and Marine Personnel indicated in Clause 1.2 at immediate notice on a 24 hour basis, seven days a week irrespective of weekends and holidays for operational requirements including emergencies such as oil spillages.

On behalf of Employer, such notices shall be issued by the Operations Manager (Offshore Operations) or his nominated officer at Offshore Operations Department of CPSTL. The mode of communication of such notifications may be verbal or in writing. However all requests will be finally confirmed in writing by the Operations Manager (Offshore Operations) or his nominated officer at Offshore Operations Department of CPSTL.

Upon issuance of such notification by O.M. (Offshore Operations), the contractor shall be bond to provide the services of a line boat/boats with an experienced crew and required number of experienced marine personnel (divers, stand-by divers, deck hands etc.) within 24 hrs. A person / Persons shall be appointed by the contractor to receive such notices on 24 hour basis, seven days a week irrespective of weekends and holidays.

Normal working hours for diving/deck-hands service.

- The 12hrs shift will be starting from 7.30 a.m. to 7.30 p.m.

- In case of early commencing or delaying the completion of work on the request of CPC / OM (O.O) the payment will be done for the additional hours based on a Pro-rata basis.
 - When CPC / OM (O.O) requests the service for 24hrs the payment will be made for two 12hrs working shifts.
 - The divers and deckhand should be reported to the oil facilities division at the harbor and Attendance to be recorded at the time of the report. Further, the team in charge of diving/deckhand and boat has to inform the arrival time and no. of boats to the security office at OFO for them to make a log entry. The team leaders have to prepare time sheets for the divers/ deckhand and boat every day and it has to be certified by the OM (O.O) or authorized officer and the payment will be done based on the certified time sheets.
- 2.3 The Contractor should have adequate staff with relevant experience in Sri Lanka or abroad and should be capable of handling maintenance & inspection work related to the two SPBM terminals and respective submarine pipelines. Should the contractor use the services of subcontractors/other parties, such sub-contractors/other parties should also fulfil the above requirements and a letter of consent from the subcontractor/other parties should be forwarded.
- 2.4 The Contractor should undertake to employ experienced qualified personnel during the implementation of the said services mentioned in Sub Clause 1.2.1 thr. 1.2.4. Employer reserves the right to reject the services of person/persons found to be incompetent.
- 2.5 Period of contract shall be 2 years commencing 1st October 2022. Employer may extend the contract by a further period of maximum four (04) months at its discretion.
- 2.6 The contractor should have and provide all air cylinders/ compressors/ equipment and other accessories etc. necessary for the underwater divers' work, with all the necessary safety gear required for diving operations.
- 2.7 The contractor should make available a very efficient communication network with marine channels including channel 16, 68 and 71 on a 24-hour basis both on shore and offshore during the period of the contract. Any expenses related to have such communication network shall be borne by the prospective Bidder.
- 2.8 The contractor should comply with all relevant regulations/conditions with regard to International safety procedures adopted in offshore installations /facilities during operation/ maintenance/ inspection work.
- 2.9 The contractor should comply with all security requirements of the SLPA, Sri Lanka Navy and any other relevant authority. Any expenses related in obtaining clearances, exit and entry passes, permits etc. shall be borne by the prospective Bidder.
- 2.10 The contractor should indemnify Employer of any liabilities from a third party as a result of performing the activities mentioned in subsection 1.1.
- 2.11 The contractor should have valid license from SLPA and any other licensing authority to perform all the activities mentioned in subsection 1.1.

- 2.12 Employer reserves itself the right to communicate with any party mentioned in the bid document.
- 2.13 The contractor shall comply with and conform to all laws of Sri Lanka in executing their operation.
- 2.14 The contractor shall not assign, sublet or mortgage his obligations or rights under any contract entered into with Employer without the expressed written approval of Employer and any such assignments subletting or mortgage made without such approval of Employer shall be of no avail against Employer.
- 2.15 The successful Bidder shall enter into a Contract with Employer for the said period and all provisions of this Bid notice and Contract to be signed shall be subject to standard Force Majeure conditions.
- 2.16 The Bidder should note that Agent's or Sub Agent's representatives or nominees acting on behalf of Bidder must comply with provisions of Procurement Guidelines – 2007 January and the subsequent amendments.
- 2.17 The Bidder should have more than one line boat at its disposal. If at any instance Employer requires the services of such an additional boat, and if the Supplier fails to provide with the same, Employer will have the option of hiring a boat from another party at spot rates and any expenses incurred thereof will be recovered from the contracted Party.
- 2.18 The Bidder should have sufficient number of adequately qualified divers where at any instance fails to provide, Employer will have the option of hiring the same man power from another party, and expenses incurred thereof will be recovered from the Contracted Party.
- 2.19 The contractor should arrange the necessary meals/snacks/drinks for the use of the contract crew on the vessel in time to avoid delaying the work due to the delay in the supply of meals. The transportation of meals is totally a responsibility of the contract.
- 2.20 Equipment belongs to the contractor for any planned work at sea to be brought to the harbor before leaving the MERV or any other vessel assigned to the job.
- 2.21 The Bid Security may be forfeited;
- (a) If the bidder withdraws the Bid after Bid opening, during the period of Bid validity; or
 - (b) If the bidder does not accept the correction of the Bid price, pursuant to Clause 1.28.2 of the Bidding Document; or
 - (c) If the bidder fails to sign the Formal Contract agreement within the time limit specified under Sub Clause 1.30.4 of the Bidding Document; or
 - (d) If the bidder fails to furnish the required Performance Security within the time limit specified under Sub Clause 2.1.1 for the Bidding Document; or
 - (e) If the Line Boat delivered by the bidder does not conform to the agreed Bid specifications (the service of the Line Boat shall be provided as and when required by the Employer commencing from 1st October 2022).; or
 - (f) If the bidder fails to accept the award within the stipulated time referred in Sub Clause 1.30.3 of the Bidding Document.

2.22 Insurance cover

- 2.22.1 The contractor should appropriately procure and maintain in effect for the duration of the contract period of two years and during the four months extension of the contract period (if any), with reputable insurers, comprehensive insurance covers including Hull and Machinery Insurance (with limits equal to those normally carried by the Owners for the Line Boats), Protection & Indemnity (P&I) Cover or Marine Liability Insurance (with coverage equivalent to the cover provided by members of the International Group of Protection and Indemnity Associations with an adequate limit of cover for any one event) and General Third Party Liability Insurance etc.

- 2.22.2 These covers should adequately cover the third party liabilities and risk exposed to Employer & CPSTL staff, divers, standby divers, deck hands, line boat crew and any other employees who are engaged in all kind of operations described in this bid document.

Annexure – I: REQUIREMENTS OF THE EMPLOYER

A. TERMINAL MAINTENANCE AND INSPECTION WORK

1.0 GENERAL

The maintenance works/inspection programs outlined herein for both SPBM terminals are considered to be the minimum requirement, and are representative of programs followed at other SPM terminals world-wide. The optimum program will be dependent on local conditions such as environment, terminal usage, labour and equipment availability etc.

This program assumes normal operations of the two terminal facilities. Any anticipated accidents or case of unforeseen failures or malicious damage may alter the circumstances and require revisions to the program. Field alterations to terminal components may also dictate changes to the program tasks or intervals.

2.0 MAINTENANCE/ INSPECTION WORK

2.1 General

The following maintenance/inspection schedule is based on the projected usage of the terminals for about 36 (thirty six) tankers per annum in both locations with the duration of about 72/60 (seventy two/sixty) hours per tanker.

The schedules of maintenance/inspection tasks at intervals can be summarized as follows:

- (i) Weekly or preceding each mooring – complete visual check of buoy top, sides and all surface appurtenances, with preparations for the mooring operation.
- (ii) Every two weeks – All weekly tasks, plus buoy internal checks, plus visual underwater inspection. It is recommended that the pipeline be inspected from shore out to the end of the buried section to ensure no scouring or other damage.
- (iii) Twice in every year – All fortnight requirements, plus underwater measurements and cleaning.
- (iv) Annually – All the above three tasks, plus additional checks and measurement, plus visual pipeline examination.

2.2 Appointed Inspectors/Surveyors

Both the terminals have been built under survey by Det Norske Veritas of Norway.

To maintain the terminals under classification, the following surveys will be required.

(a) Annual General Survey

This will normally consist of a review of the regular inspection reports to establish the general conditions of the terminals. If considered necessary, certifying surveyor will visit the respective terminal with the following items to be covered.

- Hull and structural parts of buoy.

- Valve actuators, gear boxes and closing appliances.
- Mooring system including a diver inspection.
- PLEM including a diver inspection.
- Cathodic protection system for buoy and PLEM.
- Flexible hoses including diver inspection of the under buoy hoses.
- Investigate any reports of leakage.

Wherever possible, inspection reports should be documented with photographs.

(b) Special Periodical Survey

Every 04 (four) years, a comprehensive special survey will be performed to establish the in detail condition of each terminal. Special Periodical Survey will be performed by the Employer during the two year contract period. This survey will be conducted with a certifying surveyor in attendance. The survey will include but not be limited to the following:

- Main structure including compartments, bulkheads, fittings, plates and frames.
-
- Hawser system to be inspected in the dry condition.
-
- Under buoy/floating hoses to be inspected in dry condition.
-
- Corrosion prevention system on buoy and PLEM including anodes and coatings.
-
- Anchoring system with emphasis on wear, corrosion damages, etc. [measurements of chain (particularly) around the touch down section] will be required.
-
- Riser under buoy hoses including configuration, wear, damages, fittings etc.
-
- PLEM
-
- Turntable including the rails and wheels.
-
- PDU

The following tests will be required in the presence of the surveyor.

- Pressure test of the crude oil/refined products system including PDU, PLEM, under buoy hose and floating hose.
-
- Functional test of valves and rotating arms.

Based on the results of the survey, the surveyor may make recommendations for further inspection, e.g. Non-Destructive Tests (NDT) and further maintenance etc.

(c) Other Surveys

These include surveys from damage to the terminal, major modifications or significant replacement of materials and equipment. The requirement for attendance of any surveyor will be on an individual basis.

2.3 Weekly inspection or preceding each mooring

- (a) As the work launch approaches the respective terminal; checking the surrounding sea surface for evidence of any oil spills or leakage. Check that the trim and free boards of the respective buoy are normal and correct. Check the exterior of the respective buoy hull for damage, fouling, loose or missing fenders or other gear.
- (b) Board the respective buoy and check the security of the hatch and deck manhole covers, chain locker covers and other deck fittings. Check deck plating and rotating structure for signs of damage, rust coatings deterioration, structural weakness or failure, loose or missing, gear or fittings etc.
- (c) Check the topside cargo system (fluid swivel, expansion joints, valves, piping) for signs of leakage, excessive stressing, loose flange bolts, coatings deterioration etc.
- (d) Check the operation and tracking of all wheel assemblies. Check wheel mounting bolts for tightness. Check each wheel pillow block for condition and lubrication, and re-lubricate as necessary. Check each pillow block for signs of binding or unusual noises. Check the track structure for damage or over stressing. Check the uplift stop on each arm for damage, over stressing, loose bolts etc.
- (e) Check operation of the pipe arm ball valve and the overboard hose isolation butterfly valve. Leave valves in open position.
- (f) Check fluid swivel and deck bearing for unusual noises or signs of binding.
- (g) Check all arm connector pins for free movement and lubricate as necessary. Check each pin for excess play, loose nuts, etc. Check the ties between arms for excess play, loose bolt etc.
- (h) Check security and operation of the maintenance davit and chain-tensioning winch.
- (i) Check Operation of the navigation light by covering the sun switch area. Check light signal by timing flashes. Replace burned out bulbs. Check security and lubrication of the mooring hawser connection on the mooring arm. Check buoy and chafe chain for damage and wear. Check arm structure and wood planning for damage.
- (j) With the launch, check the floating hawser system including chains, support buoy, pick-up rope and all fittings for damage and wear. Clear the hawser from fouling with the floating hose string.
- (k) From the launch, check the floating hoses along their length for leakage or loose bolts at the flanges, configuration of the buoy piping, damage or wear to the hose floatation or to the y-piece. Check the hose and the gear for damage or fouling.

Check winkle lights for damage and operation.

2.4 Every two months

- (a) Perform all inspection and maintenance tasks as per the “Weekly or Preceding Each Mooring” schedule above.
- (b) Check all non-foamed compartments for water accumulation by sounding. Open the deck hatch and ventilate the access compartment, and open and ventilate either of the other two compartments if excessive bilge water is present.
- (c) Check bilge pump operation, and pump out and dry the open compartments.
Replace deck hatch gaskets as necessary due to damage or deterioration.
- (d) Check operation of hand lamps and hand winches if stored in the access compartments. Check fire extinguishers.
- (e) Check operation of the central chamber ball valves using the remote operator on the access compartment bulkhead. Leave valve in open position. Open and ventilate the central chamber. Check central chamber piping and deck for signs of leakage, oil or water accumulation.
- (f) Check operation of the watertight hatch and door. Lubricate hinges and door, repair or replace gaskets as necessary.
- (g) Lubricate the fluid swivel bearing and deck bearing. Check security and operation of the fluid swivel drive arm mechanism.
- (h) Check that the battery box is dry inside and the lid gasket is intact. Lubricate box hinges and door bolts. Check operation of air vent check valve. Check box output for correct voltage. Replace batteries as necessary.
- (i) Diver to dive along the length of the under buoy hose string and visually check that the configuration is normal, floats are intact and properly positioned, no signs of leakage or loose bolts at the flanges, hydraulic hose and fittings normal, no visible damage or deterioration of any component.
- (j) Diver to visually check the PLEM piping, base structure, valves and hydraulic actuators, pig launcher, etc. Estimate amount of scouring around PLEM base. Estimate percentage of anode material remaining (scrape anodes clean off marine growth if necessary).
- (k) Diver to measure and record all chain angles at or near exit from hose pipe.
- (l) Diver to dive along each chain leg from the buoy to the seabed. Check chain for damage or wear, security of shackles, amount of trenching at the seabed.
- (m) Divers to estimate percentage of anode material remaining for all buoy anodes (scrape anodes clean off marine growth if necessary).
- (n) Attach a line from turntable to launch and use the launch to rotate the turntable through one complete turn in each direction. Check deck bearings, fluid swivel and seals for unusual noise of binding, free rotation etc. Take care not to cause any damage to the floating hoses, particularly first or second off the buoy, due to overbending during this manoeuvre.

- (o) If feasible, check the fluid swivel for seal leakage by removing the inspection fitting while there is pressure in the cargo piping. Record results including quantity if leakage occurs.
- (p) During the Contract, diver is to check the pipeline from shore crossing to the end of the buried section for evidence of scouring. Record results.

2.5 Twice in every year

- (a) Perform all inspection and maintenance tasks as per the Bi-monthly schedule above.
- (b) While there is pressure in the entire cargo system, check all components (valves, expansion joints, hoses, swivel, all flanges, PLEM etc.) for leakage. This check will be made while cargo is being transferred from the tanker to shore.
- (c) Exercise PLEM valve hydraulic system while diver checks valve actuator to confirm movement of the valves. Leave 24" valve open and the 36" valve closed.
- (d) Pull entire mooring hawser system out of the water into the launch work deck. Clean marine growth from all components and check for damage or wear. Repair or replace lubricate, as necessary
- (e) Lift all floating hose ends out of the water on to the launch work deck. Clean marine growth from all components and check for damage or wear. Exercise and lubricate hose and butterfly valves and camlock couplings. Repair, replace and lubricate, as necessary.
- (f) Check all buoy painted surfaces, including compartment interiors, scrape and repaint to the original specification if necessary. Any areas showing excess corrosion or pitting should be scheduled for ultrasonic examination at the next available opportunity.
- (g) Divers to measure under buoy hose configuration. Adjust, remove or add floats as required to attain the original configuration.
- (h) Divers to measure and record chain wear at selected locations particularly directly below the rubbing castings and at the sea-bed touchdown points (or "dip section") Record or mark the link measures so future measurements will be at the same location (link).
- (i) Remove the wire from the chain tensioning winch and check for damage, corrosion and wear. Re-preserve the wire with a suitable wire rope preservative and re-spool.

2.6 Annually

- (a) Perform all the inspection and maintenance tasks as per the "Biannually" schedule above.
- (b) Divers to dive along all chain legs from the buoy to the anchor or to where the chain disappears into the seabed. Check for damage wear, loose shackles, chain kinks or twists, trenching to the seabed, anchor drag etc.
- (c) Divers to dive along the entire length of the pipeline from the PLEM to shore. Check for damage to pipeline coating, PLEM to shore. Check for damage to pipeline coating,

fouling by boat anchors or fishing nets, scouring under the pipe etc. Check anode condition. Record all observations by position along length.

- (d) Check selected areas of hull and turntable plating for remaining thickness with ultrasonic probe. Particular concern should be exterior hull skin in splash zone, hawse pipes and the mooring arm structure around the pad eyes.
- (e) Check selected areas of cargo piping for remaining thickness with ultrasonic probe.
Concern should be “6 O’clock” position on horizontal pipe and outside of elbows.

B. SUBMARINE PIPELINE MAINTENANCE AND INSPECTION WORK

The schedule of maintenance/inspection tasks of respective submarine pipelines at intervals can be summarized as follows (but not to be limited to the same):

1. Inspection of the total length of the submarine pipeline line from PLEM to the shore crossing and required action after inspection
2. Pigging operations (optional).
3. Replacement of concrete coating and pipeline coating, anodes etc.
4. Leak and damage repairs of the pipelines

Annexure – II (a): SPECIFICATION OF THE LINE BOAT.

The line Boat offered for the service by the contractor shall be seaworthy and fit for the purpose of the contract during the entire period of contract including extension period (if any) which considered as continuing obligations upon the Service Provider.

1.	<p>Speed</p> <p>Should be capable of achieving minimum speed of 6 Knots</p>
2.	<p>Horse Power</p> <p>With a minimum of 200HP (Continuous rating) Twin Screw Preferred.</p>
3.	<p>Metal hull boat</p> <p>With minimum length of 9 m x Min Breadth of 3 m. And clear open deck space with non skid surface of min. 10 m.² protected by guard rails of at least 1.0 m. height on the inner side from the hull. Manned by a complete certified crew in required by local authorities.</p>
4.	<p>To be fully certified in all respects as required by the relevant local authorities. All necessary valid documents including necessary insurance covers which are, valid during the entire contract period including the extension period (if any), required by the relevant authorities, should be possessed by the owners of the line boat.</p>
5.	<p>L.S.A. to be maintained on board at all times for complete complement of crew and passengers for which the boat is certified to carry.</p>
6.	<p>F.F.A. to be maintained on board at all times as required by local authorities.</p>
7.	<p>Marine VHF with all marine band frequencies.</p>

Note:

1). *Services of a line boat with an experienced crew, to be deployed for;*

- i. Associated works for mooring, unmooring of Crude Oil Tankers (up to 250,000 DWT) and Product Tankers (up to 60,000 DWT) at two offshore installations described in the Bidding Document (B/40 /2022),and*
- ii. Operations, Maintenance & Inspection Works of the two offshore installations and their respective submarine pipe lines, floating hoses and under BUOY hoses as described in the Bidding Document (B/40/2022),and*
- iii. Other emergencies associated with the offshore operations including oil spillages.*

2). *Employer reserves the right to inspect the offered boat and conduct a performance test prior to award of the Bid.*

Annexure – II (b): SPECIFICATION OF THE BOAT FOR SPECIAL DUTIES/SAMPLE COLLECTION.

The line Boat offered for the service by the contractor shall be seaworthy and fit for the purpose of the contract during the entire period of contract including extension period (if any) which considered as continuing obligations upon the Service Provider.

1.	<p>Speed</p> <p>Should be capable of achieving minimum speed of 8 Knots</p>
2.	<p>Horse Power</p> <p>With a minimum of 500 HP (Continuous rating) Twin Screw Preferred.</p>
3.	<p>Metal hull boat</p> <p>With minimum length of 15 m x Min Breadth of 4 m And clear open deck space with non skid surface of min. 20 m.² protected by guard rails of at least 1.0 m. height on the inner side from the hull. Manned by a complete certified crew in required by local authorities.</p>
4.	<p>To be fully certified in all respects as required by the relevant local authorities. All necessary valid documents including necessary insurance covers which are, valid during the entire contract period including the extension period (if any), required by the relevant authorities, should be possessed by the owners of the line boat.</p>
5.	<p>L.S.A. to be maintained on board at all times for complete complement of crew and passengers for which the boat is certified to carry.</p>
6.	<p>F.F.A. to be maintained on board at all times as required by local authorities.</p>
7.	<p>Marine VHF with all marine band frequencies.</p>

Note: 1). *Services of a high capacity boat with an experienced crew, to be deployed for;*

i. *Operations, Maintenance & Inspection Works of the two offshore installations and their respective submarine pipe lines, floating hoses and under BUOY hoses as described in the Bidding Document (B/40/2022), and*

ii. *Other emergencies associated with the offshore operations including oil spillages.*

iii. *Transporting of CPS/CPSTL crew for Sample collection from the Tankers at out harbour as when necessary*

2). *Employer reserves the right to inspect the offered boat and conduct a performance test prior to award of the Bid.*

Annexure – III: SPECIFICATION OF UNDERWATER EQUIPMENT.

	ITEM	Required Quantity	Specification
01	Lift bags -3000kg (approx)	02	<p>Application : Versatile and easy to use these enclosed bottom parachute-shaped lift bags with a single attachment point are essential in construction, heavy and light salvage and many offshore task.</p> <p>Design: inverted water droplet- which facilitates maximum lift capacity with least weight with stress distributed evenly over the fabric surface.</p> <p>Able to be pre inflated when necessary</p> <p>Shall not dump air if the bag breaks the surface of the water</p> <p>Pressure relief valves to be there at the bottom of the bag to avoid over pressurization of the lift bag equipped with all the necessary hardware and ready for immediate use.</p>
02	Lift bags - 5000kg(approx)	02	<p>Design Should be easy to use, with a replaceable heavy duty nylon webbing lift harness fabricated into the skin of the bags, which bears the load and minimum safe working ratio 6:1 and fitted with a ¾ “ NPT inflation port with quick disconnect of cam lock fitting and a ¾” stainless steel ball valve foe rapid deflation.</p> <p>Fabric: Urethane-coated nylon-high strength and heavy duty superior abrasion resistance or equivalent</p> <p>Resistant to most petro chemicals</p> <p>UV resistance</p> <p>Low maintenance and easy to clean</p> <p>RF weld seams</p>
03	Air Lift(suction dredge) Dredging device	01	<p>Design:</p> <p>Constructed with 3-5 meter long 10-12cm diameter pipe and operated by compressed air.</p> <p>Application: to use for under water dredging by divers at the water depth up to 30m for maintenance work.</p>
04	Pneumatic breakers	01	<p>Heavy duty Pneumatic concrete Breaker complete with flat and pointed chisels</p>

			Specification: Weight: 18-25 approx Length : 500-600mm Impact Power :45-60(J) Air Pressure :0.3-0.6 (Mpa) Air Consumption: 25- 27(L/S) Impact frequency: 19-22(Hz)
05	Pneumatic Angle die Grinder	02	Specification : Free Speed:20,000-22000RPM Working Pressure;0.63MPA-approx Air Inlet:1/4" Avg. Air Consumption:2-3cfm(62.7 l/min) Air Hose:3/8"ID Net Weight:0.4-0.6Kg Grinder Cap:1/4"
06	Underwater Camera	01	To record photographs and videos of subsea components on SPMs up to 30m depth.
07	Air Compressor with hoses (with and without Operator)	01	To supply compressed air for air driven equipment. Capacity 7Kg/cm ² 175 -200 cubic feet per minute. (Hose length should be approx..150feet)
08	Air Compressor with hoses (with and without Operator)	01	To supply compressed air for air driven equipment. Capacity 7Kg/cm ² x 21.5 cubic meters(approx) per minute. (Hose length should be approx. 150feet)
09	Underwater Welding equipment with welder		Necessary equipment to perform welding works in subsea components of SPM and related structures up to 30m depth.

Note:

1. The items should be checked and confirmed to be in operative condition before delivery
2. In case the items found to be defective/non-operative at site, the supplier shall be informed immediately and the supplier shall rectify or replace the equipment at site to the payment to be made.

SCHEDULE – A: FORM OF BID

The Chairman
Procurement Committee,
Ceylon Petroleum Corporation
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.

Dear Sir,

**HIRING OF LINE BOATS AND MARINE PERSONNEL FOR WORK CONNECTED
WITH OFFSHORE OPERATIONS FOR A PERIOD OF TWO YEARS
(B/40 /2022)**

We the undersigned having read and understood the Bidding document (No. B/40/2022) regarding the above mentioned Bid, hereby submit our bids and other necessary information required by you attached hereto as Schedule B and C.

We understand that Ceylon Petroleum Corporation reserves to itself the right to reject any offer pertaining to the said Bid without adducing any reason.

Unless and until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.

We understand you are not bound to accept the lowest or any Bid you may receive.

The Bid we are offering is complete and fulfils the requirements described in the full Bidding document.

We hereby confirm that this bid complies with the bid validity required by the bidding document (Clause 2.16 of the Bidding Document B/40/2022).

We agree to be bound by the Bid and all the terms and conditions contained in the Bid Document and Performance Guarantee.

We affirm that the said services will be provided withindays after we receive notice of acceptance of our Bid from the Employer

Signature of the Bidder :.....

Name of Signatory :.....

Designation of Signatory :.....

Company Name & Official Address:

Date :

Company Seal

SCHEDULE – B: OFFER SHEET & SCHEDULE OF PRICES

(To be completed by the Bidder) Please

Note:

1. All items in the Offer Sheet & Schedule of Prices (Schedule B) must be completed and items that are not applicable must be marked 'N/A' initialled without any amendments or deletions.
2. Bids forwarded with incomplete Offer Sheet & Schedule of Prices, without required documents will be rejected.

ITEM NO. (1) 1.1 Name of Company:.....

ITEM NO. (2) 2.1 Address:

.....

2.2 Telephone No.

2.3 Telex No.

2.4 Fax No.

ITEM NO. (3) 3.1 Name of the chief person to be contacted.....

3.2 Designation.....

3.3 (a) Telephone No.
(Office).....

(b) Telephone No. (Residence)

(c) Mobile:

ITEM NO. (4) 4.1 Type of Business of the Company.....

.....

4.2 Year of Registration (provide proof) of the Company and proof of similar services provided during past.

.....

Schedule B (Contd.)

ITEM NO. (5) 5.1 Communication network of the Company (give VHF channels etc) for both onshore/offshore operations

.....

5.2 Provide details of your communication network which operate on a 24hrs basis.

.....

.....

ITEM NO. (6) 6.1 Provide details of all necessary equipment/items required for under-water diving work (give details with available locations)

.....

.....

6.2 Description of safety measures/gear adopted for under-water diving

.....

.....

6.3 Description of special equipments available in your company pertaining to underwater diving

.....

.....

6.4 Provide proof of insurance of your Employees

.....

ITEM NO. (7) 7.1 Number of employees in the Company:

.....

7.2 Is the staff (marine personnel) employed on a 24-hour basis?

.....

Schedule B (Contd.)

ITEM NO. (8) 8.1 Is your Company obtaining the services of a **sub contractor/other parties** to provide divers, deckhands and line boat as per the Bid?

.....

Please note: If the answer is 'Yes' then **please attach a letter of consent from the sub contractor/other parties to schedule 'B'** and it is not necessary for you to complete the information requested in Item No. (9). But request your sub contractor/other party to complete the information requested in schedule 'C'.

.....

ITEM NO. (9) 9.1 General information - Professional Qualifications & Experience of Divers & Deckhands: **(Please see note given in Item No. 8 above)**

(a) Divers

No.	EPF No.	NIC No.	Name	Date of Employment	Personal Address	Total No. of years of experience	Professional Qualifications
1.							
2.							
3.							
4.							
5.							
6. Etc							

(b) Deckhands

No.	EPF No.	NIC No.	Name	Date of Employment	Personal Address	Total No. of years of experience	Professional Qualifications
1.							
2.							
3.							
4.							
5.							
6. Etc							

Schedule B (Contd.)

ITEM NO. (10)

Works/Projects undertaken by the Company during the last five years pertaining to operations/Maintenance/Inspection of Single Point Buoy Mooring Installations and submarine pipeline or other Offshore Installations

Year	Client	Scope of Work
1.		
2.		
3.		
4. Etc.		

ITEM NO. (11)

(a) Details of vessels/tug boats/line boats available with the Company:

No.	Name of vessel	BHP	Year Built	Owner	Present Location
1.					
2.					
3.					
4.Etc.					

(b) Details of availability of Boats and Marine Personnel with the Company:

	Agree/ Disagree
Bidder should have more than one line boat at its disposal. If at any instance Employer requires the services of such a boat, and if the Contracted Party fails to provide with the same, Employer will have the option of hiring a boat from another party at spot rates and any expenses incurred thereof will be recovered from the Contracted Party.	
Similarly Bidders should have sufficient adequately qualified number of divers. If the contracted party fails to provide such manpower in any instance, Employer will have the option of hiring the same manpower from another party, and expenses incurred thereof will be recovered from the Contracted Party.	

Schedule B (Contd.)

ITEM NO. (12) Specifications of the line boat (Please see Annex IIa)

EMPLOYER SPECIFICATION	BIDER'S SPECIFICATION
1. Speed Should be capable of achieving minimum speed of 6 Knots	
2. Horse Power With a minimum of 200 HP (Continuous rating) Twin Screw Preferred.	
3. Metal hull boat With minimum length of 9 m. x Min Breadth of 3 m. And clear open deck space with non skid surface of min. 10 m. ² protected by guard rails of at least 1.0 m. height on the inner side from the hull. Manned by a complete certified crew in required by local authorities.	
4. The line Boat will be seaworthy and fit for the purpose of the contract during the entire period of the contract including extension period (if any).	Yes/No
5. To be fully certified in all respects as required by the relevant local authorities.	Yes/No
6. All necessary valid documents including necessary insurance covers which are, valid during the entire contract period including the extension period (if any), required by the relevant authorities, should be possessed by the owners of the line boat.	Yes/No
7. L.S.A. to be maintained on board at all times for complete complement of crew and passengers for which the boat is certified to carry.	Yes/No
8. F.F.A. to be maintained on board at all times as required by local authorities.	Yes/No.
9. Marine VHF with all marine band frequencies.	Yes/No

Schedule B (Contd.)

ITEM NO. (12.1) Specifications of the high capacity boat (**Please see Annex IIb**)

EMPLOYER SPECIFICATION	BIDER'S SPECIFICATION
1. Speed Should be capable of achieving minimum speed of 8 Knots	
2. Horse Power With a minimum of-500 HP (Continuous rating) Twin Screw Preferred.	
3. Metal hull boat With minimum length of 15 m. x Min Breadth of 4 m. And clear open deck space with non skid surface of min. 20 m. ² protected by guard rails of at least 1.0 m. height on the inner side from the hull. Manned by a complete certified crew in required by local authorities.	
4. The line Boat will be seaworthy and fit for the purpose of the contract during the entire period of the contract including extension period (if any).	Yes/No
5. To be fully certified in all respects as required by the relevant local authorities.	Yes/No
6. All necessary valid documents including necessary insurance covers which are, valid during the entire contract period including the extension period (if any), required by the relevant authorities, should be possessed by the owners of the line boat.	Yes/No
7. L.S.A. to be maintained on board at all times for complete complement of crew and passengers for which the boat is certified to carry.	Yes/No
8. F.F.A. to be maintained on board at all times as required by local authorities.	Yes/No.
9. Marine VHF with all marine band frequencies.	Yes/No

Schedule B (Contd.)

ITEM NO. (13) Quoted rates for divers, stand-by divers, deck hands and line boats (Please quote all rates in Sri Lankan Rupees)

ITEM NO.	DESCRIPTION OF SERVICES	UNITS	RATE IN SL RS.		Taxes
			In figures	In words	
13.1	Diver	Per 12 hr working shift			
13.2	Stand-by Diver (Both day & night)	Per 12 hr working shift			
13.3	Deck Hand	Per 12 hr working shift			
13.4	Line Boat with the Crew	Per hour & Pro rata			
13.5	High capacity Boat with the crew	Per hour & Pro rata			
13.6	Standby charges for the Line Boat	Per hour & Pro rata			
13.7	Standby charges for the High capacity Boat	Per hour & Pro rata			
13.8	Underwater Videography & Photography	Per 12 hr working shift			
13.9	Lifting Bags	per day			
13.10	Air Lift (suction dredge) Dredging device	Per day			
13.11	Pneumatic Breakers	Per day			
13.12	Pneumatic Angle die Grinder	Per day			
13.13	Air Compressor	Per day			
13.14	Underwater Welding equipment with welder	Per day			

Note 1: Quoted rates should be exclusive of all taxes. Applicable taxes shall be indicate separately.

Note 2: Invoices shall be raised monthly and all payments will be made to the prospective Bidder in Sri Lankan Rupees.

Note 3: Rate indicated under item No. 13.4 and 13.5 should be for both up and down voyage time from the Port. Under 13.6 and 13.7, stand by charges will be calculated from the arrival time recoded at OFO security office.

I/We certify that the particulars given in Schedule B (Item Nos. 1 - 13) above are factually correct, and agree to abide and conform to all the terms and conditions of the Bid No. B/40/2022

Signature of Bidder :.....

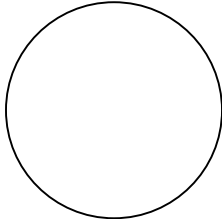
Name of Signatory :.....

Designation of Signatory :.....

Company's Name & Official Address :.....

Date :

Company Seal



SCHEDULE – C: STATEMENT OF FACTS

(To be completed only by the Sub Contractor/other Parties who has Agreement with the Prospective Bidder)

ITEM NO. (1) 1.1 Name of the Company :.....

ITEM NO. (2) 2.1 Address :.....

2.2 Telephone No:.....

2.3 Telex No:.....

2.4 Fax No:

ITEM NO. (3) 3.1 Name of the chief person to be contacted :

3.2 Designation :

3.3 (a) Telephone No (Office):

(b) Telephone No. (Residence):.....

(c) Mobile:

ITEM NO. (4) 4.1 Type of Business of the Company:.....

4.2 Year of registration (provide proof) of the Company and proof of similar services provided during past:
.....

ITEM NO. (5) 5.1 Communication network of the Company (give VHF channels etc) for both onshore/offshore operations:
.....

5.2 Does your communication network operate on a 24 hour basis? If so, give details :
.....

Schedule C (Contd.)

ITEM NO. (6) 6.1 Is your Company equipped with all necessary equipment/items required for under-water diving work? (If so, give details with available locations) :

.....

6.2 Description of safety measures/gear adopted for under-water diving :

.....

6.3 What are the special equipment available in your company pertaining to underwater diving?

.....

6.4 Are your employees insured?

.....

ITEM NO. (7) 7.1 Number of employees in the Company:

.....

7.2 Is the staff (marine personnel) employed on a 24-hour basis?

.....

ITEM NO. (8) 8.1 General information – Professional Qualifications & Experience of Divers and Deckhands

(a) Divers

No.	EPF No.	NIC No.	Name	Date of Employment	Personal Address	Total No. of years of experience	Professional Qualifications
1.							
2.							
3.							
4.Etc							

(b) Deckhands

No.	EPF No.	NIC No.	Name	Date of Employment	Personal Address	Total No. of years of experience	Professional Qualifications
1.							
2.							
3.							
4.Etc							

Schedule C (Contd.)

ITEM NO. (9)

(a) Details of vessels/tug boats/line boats available with the Company:

No.	Name of vessel	BHP	Year Built	Owner	Present Location
1.					
2.					
3.					
4.Etc.					

Specification of Line boat (**Please see Annex II a**)

Employer specification	Bidder's Specification
1) Speed Should be capable of achieving minimum speed of 6 Knots	
2. Hose Power With a minimum of 200 HP (Continuous rating) Twin Screw Preferred.	
3. Metal hull boat With minimum length of 9 m. x Min Breadth of 3 m. And clear open deck space with non skid surface of min. 10 m. ² protected by guard rails of at least 1.0 m. height on the inner side from the hull. Manned by a complete certified crew in required by local authorities.	
4. The line Boat will be seaworthy and fit for the purpose of the contract during the entire period of the contract including extension period (if any).	Yes/No
5. To be fully certified in all respects as required by the relevant local authorities.	Yes/No
6. All necessary valid documents including necessary insurance covers which are, valid during the entire contract period including the extension period (if any), required by the relevant authorities, should be possessed by the owners of the line boat.	Yes/No
7. L.S.A. to be maintained on board at all times for complete complement of crew and passengers for which the boat is certified to carry.	Yes/No
8. F.F.A. to be maintained on board at all times as required by local authorities.	Yes/No.
9. Marine VHF with all marine band frequencies.	Yes/No

Specifications of the high capacity boat (**Please see Annex II b**)

EMPLOYER SPECIFICATION	BIDER'S SPECIFICATION
1. Speed Should be capable of achieving minimum speed of 8 Knots	
2. Horse Power With a minimum of-500 HP (Continuous rating) Twin Screw Preferred.	
3. Metal hull boat With minimum length of 15 m. x Min Breadth of 4 m. And clear open deck space with non skid surface of min. 20 m. ² protected by guard rails of at least 1.0 m. height on the inner side from the hull. Manned by a complete certified crew in required by local authorities.	
4. The line Boat will be seaworthy and fit for the purpose of the contract during the entire period of the contract including extension period (if any).	Yes/No
5. To be fully certified in all respects as required by the relevant local authorities.	Yes/No
6. All necessary valid documents including necessary insurance covers which are, valid during the entire contract period including the extension period (if any), required by the relevant authorities, should be possessed by the owners of the line boat.	Yes/No
7. L.S.A. to be maintained on board at all times for complete complement of crew and passengers for which the boat is certified to carry.	Yes/No
8. F.F.A. to be maintained on board at all times as required by local authorities.	Yes/No.
9. Marine VHF with all marine band frequencies.	Yes/No

Schedule C (Contd.)

ITEM NO. (10) Works/Projects/Sub contracting work under taken by the Company during the last five years pertaining to operations/Maintenance/Inspection of Single Point Buoy Mooring Installations and submarine pipelines or other Offshore Installations

Year	Client	Scope of Work
1.		
2.		
3.		
4.Etc.		

I/We certify that the particulars given in Schedule C (Item Nos. 1 - 10) above are factually correct, and agree to abide and conform to all the terms and conditions of the Bid No. B/40 /2022 dated

.....

Signature of Sub Contractor/other party :

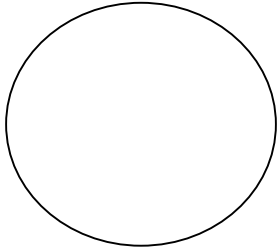
Name of Signatory :

Designation of Signatory :

Company's Name & Official Address :

.....

Date :



Company Seal

SCHEDULE - D : FORMAT OF BID SECURITY (BANK GURANTEE)

Whereas, [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated [date] for providing Services for [name of Contract] (hereinafter called “the Bid”).

Know all people by these presents that We [name of Agency] having our registered office at [address] (hereinafter called “the Bank”) are bound unto name of Employer] (hereinafter called “the Employer”) in the sum of [The Bidder should insert the amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month], [year].

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the “Form of Bid”; or
- (2) If the Bidder does not accept the correction of the Bid Price pursuant to Clause 1.27.2 of the bidding document; or
- (3) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) *fails to accept the award within the stipulated time referred in Sub Clause 2.30.3 of the Bidding Document (B/40/2022); or*
 - (b) *fails to furnish the required Performance Security within the time limit specified under Sub Clause 2.1 of the Bidding Document (B/40/2022); or*
 - (c) fails or refuses to sign the formal contract agreement as specified in the Clause 2.30.4 of the Bidding Document (B/40/2022); or
- (4) If the Line Boat delivered by the bidder does not conform to the agreed Bid specifications.

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

Schedule D (Contd.)

This Guarantee will remain in force up to and including the date [29 days after the end of the validity period of the Bid.] days after the deadline for submission of bids as such deadline is stated in the bidding document or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date Signature of the Bank.....

Witness..... Seal.....

.....
.....

[Signature, name, and address]

SCHEDULE - E : FORMAT OF PERFORMANCE GUARANTEE

To: [name and address of Employer]

Whereas [name and address of Service Provider] (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. [Number] dated [date] to execute [name of Contract and brief description of Services] (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract ;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of [amount of Guarantee] [amount in words], such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid for thirty months (30) from the date of furnishing.

Signature and seal of the Guarantor :.....

Name of Bank :.....

Address :.....

Date :.....

SCHEDULE – F: FORM OF CONTRACT (AGREEMENT)

This CONTRACT (here in after called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [*name of the Employer*] (herein after called the “Employer”) having its Head Office at [Address of the Employer] which terms shall mean & include its successors & permitted assigns on the other hand, [*name of the service provider*] (herein after called the “Service provider”) having its Head Office at [Address of the Service Provider] (herein after called the “Service provider”) which terms shall mean & include its successor & permitted assigns of the other hand.

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain services as defined under the “Scope of Work” in Clause 1.2, “Qualification & Experience” in Clause 1.3 and “Requirements of the Employer” in Annex I of the Bidding Document (B/40/2022) attached to this contract (herein after called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract period of two (02) years commencing 1st October 2022.

NOW THEREFORE the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:
 - (a) The conditions of Contract; as per Section 2.0 of the Bidding Document (B/40/2022)
 - (b) The “Scope of Work” under Clause 1.2 and “Qualifications & Experience” of the Bidder under Clause 2.2 of the Bidding Document (B/40/2022).
 - (c) The Contract Data; as per the Offer Sheet & Schedule of Prices in the Schedule B of the Bidding Document (B/40/2022).
 - (d) The form of Bid; as per the Schedule A of the Bidding Document (B/40/2022).
 - (e) The Price Schedule; As per the ITEM No.(13) of Schedule B of the Bidding Document (B/40 /2022).
 - (f) The Employer’s requirements: As per the Annex – I of the Bidding Document (B/40 /2022).
 - (g) The following appendices: [Note: If any of these Appendices are not used, the words “ Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]
 - Appendix A: Description of the Services (Not used)
 - Appendix B: Schedule of Payments (Not used)
 - Appendix C: Key Personnel (Not used)
 - Appendix D: Breakdown of Contract Price (Not used)
 - Appendix E: Service and Facilities provided by the Employer (Not used).
 - (h) Letter of award dated
2. The Service Provider shall agree to supply the services indicated in Sub Clause 2.1.2 contained in the Bidding Document, at immediate notice on a 24 hour basis, seven days a week irrespective of weekends and holidays for operational requirements including emergencies such as oil spillages. On behalf of Employer, such notices shall be issued by the Operations Manager (Offshore Operations) or his nominated officer at Offshore Operations Department of CPSTL. The mode of communication of such notifications shall be verbal and/or written. The verbal communication shall subsequently be confirmed in writing by the Operations Manager (Offshore Operations) or his nominated officer at Offshore Operations Department of CPSTL

3. Upon issuance of such notification by Operations Manager (Offshore Operations) or his nominated officer at Offshore Operations Department of CPSTL, the contractor shall be bound to provide the services of a line boat with an experienced crew and required number of experienced marine personnel (divers, stand-by divers, deck hands etc.) within 24 hrs.
4. Service Provider shall nominate a person, whose name capacity and address shall be furnished to the Employer at the signing of this Agreement for the purpose of receiving such notices and instructions from the Employer for the performance by the Service Provider of his obligations hereunder on 24 hour basis, seven days a week irrespective of weekends and holidays. All such notices and instructions given to the said representative shall be deemed to be notice and instructions issued to Service Provider by Employer. The Service Provider shall inform the Employer any change of its representative within 24 hours.
5. Employer will advise the said Service Provider as aforesaid of the nature of work to be performed by the said Service Provider and the said Service Provider undertakes to perform all such activities to the satisfaction of Employer in terms of the said tender document. The said Service Provider agrees that it will obtain necessary instructions from Employer or the representative of Employer and the suppliers of the equipment and act thereupon with regard to operations and maintenance of SPBM terminal submarine pipeline. The said Service Provider agrees that the services to be provided by the said Service Provider as aforesaid shall be available all 24 hours of the day on every day of the week.
6. The said Service Provider undertakes full responsibility for transport at his own cost and expenses of its staff to and from Colombo Harbour and to the SPBM terminal and pipeline wherever necessary and where not provided by Employer.
7. The said Service Provider undertakes full responsibility to meet all claims and damages under the Workmen Compensation Act or any other statutory provision and 3rd parties arising from the performance by the said Service Provider and its staff of all activities contemplated hereunder. The said Service Provider shall obtain and keep afloat during the pendency of this Agreement necessary insurance (comprehensive) covers for the purpose of this Agreement at his own cost and expense. Where the said Service Provider uses for work on the aforesaid activities any equipment belonging to the Employer, the use of such equipment shall be with care and precaution and the said Service Provider undertakes to reimburse the Employer the cost of any damages to such equipment or replace the said item and reimburse the relevant expense incurred. The said Service Provider hereby accepts full responsibility for all equipment of Ceylon Petroleum Corporation that are in its custody and possession for work under this Agreement during the time such equipment remains in custody and possession of the said Service Provider or its staff
8. The said Service Provider declares that it is fully aware that time is the essence of this agreement and accordingly, shall keep Employer informed from time to time of the progress and of any disability, incapacity or delay on its part of perform the services under this Agreement with a view to ensuring that the operations and maintenance work contemplated herein under are attended promptly.
9. The parties hereto agree that should any contingency arise (such as oil pollution) even outside the purview of the activity contemplated in this Agreement with regard to the SPBM facility, offshore pipeline and other offshore loading and unloading operations of petroleum products, where Employer requires the services of the said Service Provider for the purpose of meeting the said contingency and/or to remedy and rectify the same, the said Service Provider shall at short notice render all such assistance to Employer. The said Service Provider shall for this purpose effectively co-ordinate his activity with the Sri Lanka Ports Authority, Employer and other parties concerned with oil pollution, safety of the ports and allied matters.

10. The agreed Contract Price Schedule; As per the ITEM No.(13) of the Offer Sheet & Schedule of Prices in Schedule B;

	Description of the Service	units	Rates(LKR)
i	Divers (12 hrs working shifts)		
ii	Stand-by Diver (Both day & night) (12 hrs working shifts)		
iii	Deck Hand (12 hrs working shifts)		
iv	Line Boat with the Crew (hours)		
v	High capacity boat with the crew		
vi	Standby time of the Line Boat (hours)		
vii	Standby time of the High capacity Boat (hours)		
viii	Underwater Videography & Photography (12 hrs working shifts)		
ix	Lifting Bags (per day)		
x	Air Lift (suction dredge) Dredging device (per day)		
xi	Pneumatic Breakers (per day)		
xii	Pneumatic Angle die Grinder (per day)		
xiii	Air Compressor (per day)		
xiv	Underwater Welding equipment with welder (per day)		

11. The said Service Provider declares that the line Boat offered for the service by the contractor shall be seaworthy and fit for the purpose of the contract during the entire period of contract including extension period (if any) which considered as continuing obligations upon the Service Provider.

12. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the contract, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Employer shall make payments to the Service Provider in accordance with the provision of the contract.

13. Payment Terms

- (a) All Payments will be made on monthly basis for the work done during the month in accordance with the Sub Clause (e) in clause 1 above.
- (b) Service provider shall submit the monthly invoice to the Employer at the end of each month for the work done during the month.
- (c) Payment shall be made within fourteen (14) days after the acceptance of the invoice by the Employer.
- (d) All the payments will be made to the prospective Bidder in Sri Lankan Rupees.

14. Termination

- (a) This contract shall commence on 1st October 2022 and subject to the provisions hereof shall remain in force for a period of two (02) years ending on 30th Sep 2024 (both days inclusive) unless otherwise sooner determined in terms of this contract.
- (b) Employer may however extend the contract by a further period maximum up to four (04) months on its absolute discretion on the same terms and conditions provided, notice of the intention to

extend the contract is given in writing two weeks prior to the expiry of this contract, and in such an event the contract shall terminate at the expiry of the said extended period of four months.

- (c) The Employer may terminate this Contract, by not less than fourteen (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified below paragraphs (i) through (iv) of this Sub Clause (c) of Clause 13 and twenty eight (28) days' in the case of the event referred to in (v) of this Sub Clause (c) of Clause 13:
- (i) if the Service Provider does not remedy a failure in the performance of their obligations under the Contract including the failure of the obligation to maintain the seaworthiness and fitness of the line boat for the purpose of the contract during the entire period of contract including extension period (if any), within twenty one (21) days after being notified of such failure or within any further period as the Employer may have subsequently approved in writing;
 - (ii) if the Service Provider become insolvent or bankrupt;
 - (iii) if, as the result of force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of minimum thirty (30) days continuously; or
 - (iv) if the Service Provider does not maintain a Performance Bank Guarantee in accordance with Clause 2.18 of the Bidding Document (B/40 /2022);
 - (v) If the Employer, in its sole discretion, decides to terminate this Contract.
 - (vi) The Service Provider may terminate this Contract, by not less than sixty (60) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (i) and (ii) of this Sub Clause (d) under Clause 13:
 - (i) if the Employer fails to pay any money due to the Service Provider pursuant to this Contract within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or
 - (ii) if, as the result of Force Majeure, the Service Provider is unable to perform the scope of work under Clause 2.1 of the Bidding Document (B/40/2022) for a period of not less than thirty (30) days.
 - (iii) Upon termination of this Contract pursuant to Sub Clauses (c) & (d) of this Clause 13, the Employer shall make all the due payments to the Service Provider for Service satisfactorily performed prior to the effective date of termination.

15. **Force Majeure**

15.1

(a) **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, resulting from Acts of God, strikes, fires, floods, wars, riots, perils of the

sea, adverse weather or sea conditions, embargoes, accidents, restrictions imposed by any Government authority or person purporting to act therefore.

15.2

The party whose performance is so affected shall notify the other party indicating the nature of such cause and to the extent possible inform the other party of the expected duration of the Force Majeure Event.

(a) No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event;

- i. has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- ii. has informed the other Party as soon as possible about the occurrence of such an event.

(b) The time for the party so affected shall be extended from the date of its due performance for the period during which it is prevented by the Force Majeure Event. If the Force Majeure Event should cause a delay beyond the period as stipulated in Clause 14(c)(iii) and Clause 14(d)(ii), then either Party may terminate the contract by written notice to the other Party.

16. Governing Law

The Contract shall be governed by the Laws of the Democratic Socialist Republic of Sri Lanka.

17. Disputes

The parties agree that they will use all reasonable endeavors to avoid disputes and will resolve any difference without reference to settlement by dispute procedures. In this event of a dispute either party may notify the other in writing stating the nature and details of the dispute. The parties shall confer at least once to attempt to resolve the dispute and failing resolution of the dispute to explore method of resolving it. In the event the dispute cannot be resolved amicably it may be referred in Arbitration by either party in Sri Lanka in terms of the Arbitration Act No. 11 of 1995.

The place of Arbitration shall be Colombo, Sri Lanka, that the arbitral tribunal shall consist of three members to be appointed in accordance with the arbitration act No. 11 of 1995, that the UNCITRAL Rules of Arbitration shall apply and that the language of the arbitration shall be English.

18. Notices - Notices shall be deemed to be properly served if sent to the recipient by personal delivery, mail or facsimile transmission to the names & addresses as mentioned in the Contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

The Common Seal of _____)
)
 is affixed hereto in the presence of _____)

.....)
.....)
.....)
and)
.....)
who attest the sealing thereof)

Witnesses:

1. _____ (Signature)
_____ (Name)
2. _____ (Signature)
_____ (Name)

The Common Seal of)
.....)
is affixed hereto in the presence of)
.....)
and)
.....)
of the Company who)
attest the sealing thereof)

Witnesses:

1. _____ (Signature)
_____ (Name)
2. _____ (Signature)
_____ (Name)