



**REPAIRING OF TANK NOS. 40 & 41 AT UPPER TANK  
FARM CHINABAY, TRINCOMALEE**

**B/42/2024**

**CEYLON PETROLEUM CORPORATION**

**BIDDING DOCUMENT**

**2024**

**TENDER NOTICE**  
**CEYLON PETROLEUM CORPORATION**

**REPAIRING OF TANK NOS. 40 & 41 AT UPPER TANK FARM, CHINABAY**

**B/42/2024**

The Chairman, Departmental Procurement Committee (DPC) of Ceylon Petroleum Corporation invites sealed bids from eligible bidders for the Contract “**Repairing of Tank Nos. 40 & 41 at Upper Tank Farm China Bay at Trincomalee**”.

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

- Shall be registered contractors with the Construction Industry Development Authority (CIDA) Sri Lanka at Grade EM2 or higher under the Heavy Steel Fabrications category.

and

- Shall have experience in carrying out steel storage tank construction/ maintenance/ repairing work of value not less than Rs. 60 million according to API Standard 650/653 in the past 10 years at CPC/CPSTL or any other local/foreign organization.

A pre-bid meeting will be conducted at **0830 hrs. on 24.07.2024** at Upper Tank Farm at China Bay. Participation for the pre bid meeting is mandatory and not participating in the pre bid meeting may result in the Bid being rejected”.

Bidding Documents can be obtained on working days between **0900 hrs. to 1500 hrs. up to 01.08.2024** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01<sup>st</sup> Floor, No.609, Dr. Danister De Silva Mawatha, Colombo 09 after payment of non-refundable fee of Rs. 30,000.00 (Rs. 24,803.64 + 2.5% SSCL + 18% VAT) to CPC. The Bidding Document can be reviewed from CPC website, i.e - **<http://ceypetco.gov.lk/public-tenders/>**.

The Bid will be **closed at 1400 hrs. on 02.08.2024** and opened immediately after the closing time of the Bid at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below. 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.

All Bids should be accompanied by a Bid Security amounts to **Rs. 2,000,000.00**.

The interested bidders may obtain further information from Mechanical Engineer, Tel No. 011 5455363.

Chairman,  
Departmental Procurement Committee,  
c/o Manager (Procurement & Stores),  
Ceylon Petroleum Corporation,  
No. 609, Dr. Danister De Silva Mawatha,  
Colombo 09,  
Sri Lanka.  
Tele : 0094-11-5455336  
Fax : 0094-11-5455424  
E-mail : [supplies@ceypetco.gov.lk](mailto:supplies@ceypetco.gov.lk)

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# 1. INSTRUCTIONS TO BIDDERS (ITB)

## 1.1 Introduction:

1.1.1 The Chairman of the Department Procurement Committee (Major) on behalf of the Ceylon Petroleum Corporation invites sealed bids from eligible and qualified bidders for repair of TANK NOS. 40 & 41 AT UPPER TANK FARM IN CHINA BAY, TRINCOMALEE as described below.

1.1.2 These riveted steel storage tanks were constructed by the British during the 1920 – 1930 period using 25 – 10mm shell plate-to-plate riveting technology without using any fusion welding. Each tank has a total volume of 12,500 m<sup>3</sup> with an approximate diameter and height of 35.3m x 16m. Since these tanks were not used for a prolonged period, it is required to carry out comprehensive repair work which includes but not limited to (i) bottom plate repair/rivets welding/lap joint welding (ii) blasting and painting external and internal (iv) repairing/fabrication of ladders, handrails & attachments (v) Hydrotesting & other nondestructive testing (vii) fabrication & installation of support brackets for fire water rings, foam systems, & tank gauging systems (viii) fabricating nozzles for connecting product pipeline, drain lines, foam lines & vents, etc. and installation of valves. The construction period is 90 days.  
**(Important Note: At least one tank shall be completed in 45 days)**

## 1.2 Eligibility Criteria for Bidding

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

- bidders shall be registered contractors with the Construction Industry Development Authority (CIDA) Sri Lanka at Grade EM2 or higher under the Heavy Steel Fabrications category.

AND

- bidders shall have experience in carrying out steel storage tank construction/maintenance/repairing work of value not less than Rs. 60 million according to API Standard 650/653 in the past 10 years at CPC/CPSTL or any other local/foreign organization.

1.2.1 All bidders must produce documentary proof that a Consultant or an Engineer who is conversant with API code 650/653 could be assigned for this construction work and a Graduate Mechanical Engineer with experience in steel fabrication shall be available full time at site. In addition, CVs along with copies of valid certificates of technical personnel to be deployed as per Clause 3.2.6, 3.2.9, 3.2.10 & 3.2.11 shall be submitted with the bid and **non-submission of these information with the Bid will result the rejection of the Bid.**

1.2.2 The tank site is located at the upper tank farm of China Bay, Trincomalee (<https://maps.app.goo.gl/z7Ah4Drs8shFd9eG7>).

## 1.3 Basis of Bid

1.3.1 The contract will be carried out on a lump sum fixed price basis and measure & pay basis. The total value for completion of the entire job as per the scope of work in this Bidding document, according to API 650/653, of the fixed Roof Type fuel Oil Storage Tank of diameter 35.3m and height 16m, should include VAT, Withholding Tax and all local taxes, employee provident fund and insurance of construction labor, supervision, any local agency fees, commissioning costs, transportation costs, cost of construction equipment, & consumables etc... CPC will be supplying steel plates and other material needed for the construction as described under “Scope of Supply by CPC” in clause No. 3.1.

- 1.3.2 The contract shall be carried out on lump sum and measure & pay basis. The tender sum covers the total cost for completion of the job that has been given under the scope of work in this Bidding document. Additional services required during the repair/fabrication works will be paid on a measure & pay basis.
- 1.3.3 The contractor shall enter into a binding contract with the CPC.
- 1.3.4 The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of CPC. In the event of sub-contracting the contractor shall be responsible for the acts, defaults and neglects of any subcontractor, his agent or employees as fully as if they were the acts, defaults or negligence of the contractor, his agent or employees.

#### **1.4 Content of the Bidding Documents**

1.4.1 Bidding Document will consist of the followings;

- Instructions to Bidders (ITB)
- Conditions of Contract (COC)
- Scope of Work
- Schedule of Prices
- Form of Bid
- Form of Bid Security Guarantee
- Form of Agreement
- Form of Performance Security Guarantee

#### **1.5 Documents to accompany the Bid**

1.5.1 All bids should contain adequate particulars in respect of the contract. Failure to furnish the following documents and details, before the closing of the bid, may result in the bid being rejected. All documents shall be furnished in the English language.

1.5.1.1 Company profile with past performance records.

1.5.1.2 Schedule of prices duly completed & signed (All taxes such as VAT shall be indicated along with the rate/prices, but shall be shown separately where provided in the schedule of prices)

1.5.1.3 Bid Security Guarantee

1.5.1.4 Receipt of the non-refundable Cash Deposit of Rs. 30,000.00

1.5.1.5 Audited Financial Statements of the Company for any three (03) years within last 6 years (i.e. 2018 to 2023)

1.5.1.6 A letter confirming the minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under any contract shall be not less than Rs. 30 million.

1.5.1.7 For CIDA registered company, CIDA registration certificate with registration number, grade, specialty, expiry date

1.5.1.8 VAT registration number

1.5.1.9 Construction Program including resources allocation (manpower & equipment) & welding sequence of Tank Bottom Plates.

1.5.1.10 Business Registration Certificate Copy

1.5.1.11 Total monetary value of construction work performed for each of the last five years;

1.5.1.12 Experience in Similar nature construction work performed in last ten (10) years

- 1.5.1.13 Qualifications and experience of key site management and technical personnel proposed for the Contract under Clause 3.2.6, 3.2.9, 3.2.10 & 3.2.11. **Non-submission of these information with the Bid will result the rejection of the Bid.**

## 1.6 Sealing and marking of Bids

- 1.6.1 Bids shall be submitted in duplicates as per the conditions specified in this Bidding Document. The original and the duplicate of the Bid shall be placed in separate envelopes marked '**ORIGINAL**' and '**DUPLICATE**'. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "**REPAIRING OF TANK NOS. 40 & 41 AT UPPER TANK FARM IN CHINABAY, TRINCOMALEE**" on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs on 02.08.2024** (to be completed with the time and date specified in the Bidding Document) and shall be addressed to:

Departmental Procurement Committee,  
Ceylon Petroleum Corporation,  
Procurement & Stores Function,  
1<sup>st</sup> Floor, No. 609,  
Dr. Danister De Silva Mawatha,  
Colombo 09.  
Sri Lanka.  
Tele : 011-5455330  
Fax : 011-5455424  
E-mail : [supplies@ceypetco.gov.lk](mailto:supplies@ceypetco.gov.lk)

- 1.6.2 If the outer envelope is not sealed and marked as required above, CPC will assume no responsibility for the Bids being misplaced or premature opening. If the outer envelope discloses the Bidder's identity, the CPC will not guarantee anonymity of the Bid submission but this disclosure will not constitute grounds for Bid rejection.

## 1.7 Period of validity of Bids

- 1.7.1 All offers shall be valid for a **Ninety One (91) days** from the Date of Closing of the Bid (i.e. up to 01.11.2024). Bidders should however, clearly indicate the maximum period that their offers would be valid. **A Bid valid for a shorter period will be rejected as non-responsive.**

## 1.8 Format and Signing of Bids

- 1.8.1 The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, "**REPAIRING OF TANK NOS. 40 & 41 AT UPPER TANK FARM IN CHINABAY, TRINCOMALEE**" Original and duplicate as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.
- 1.8.2 The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the Bidder to the Contract. **All pages of the Bid except for un-amended printed literature shall be initialed by the person(s) signing the Bid.**
- 1.8.3 Any inter lineation, erases or over-writing shall be valid only if they are initialled by the person(s) signing the Bid.

## 1.9 Clarification of Bidding Document

- 1.9.1 A prospective Bidder requiring any clarification of the Bidding Document should notify CPC in writing by facsimile/e-mail indicated in the sub clause 1.6 of the Instruction to Bidders of the Bidding Document. Similarly, if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage. CPC will respond in writing to any request for clarification or modification of the Bidding Document that is received not

later than Seven (07) days prior to the deadline of submission of Bids prescribed by the CPC. Copies of the CPC's response will be sent to all prospective Bidders who have collected Bidding Documents.

### **1.10 Site Visit**

- 1.10.1 The bidder, at the bidder's own responsibility and risk is encouraged to participate for a site visit scheduled to be held at **0830 hrs. on 24.07.2024** at **Upper Tank Farm at China Bay**. The bidders shall send their authorized representative to participate for this site visit. Participation for the pre bid meeting is mandatory and not participating in the pre bid meeting may result in the Bid being rejected".

### **1.11 Deadline for submission of Bids**

- 1.11.1 Chairman, Procurement Committee, CPC must receive Bids at the address specified in **ITB Clause 1.5**, not later than the **1400 hrs. on 02.08.2024**. Chairman, Procurement Committee, CPC may, at his discretion, extend this deadline for submission of Bids, by amending the Bidding Documents, in which case all rights and obligations of CPC and the Bidders will thereafter be subjected to the deadline as extended.

### **1.12 Late Bids**

- 1.12.1 Any Bid received by the Chairman, Procurement Committee and CPC after the deadline for submission of Bids, will be rejected and returned unopened to the Bidder.

### **1.13 Modification, Substitution & Withdrawal of Bids**

- 1.13.1 The Bidder may modify or withdraw his Bid after submission, provided that written notice of the modification or withdrawal is received by the CPC, prior to the deadline prescribed for Bid submission. The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows:

- a) The Bidders shall provide an Original and a Duplicate, as specified in **the ITB clause 1.8**, of any modifications to his Bid, clearly identified as such in two envelopes, duly marked **"REPAIRING OF TANK NOS. 40 & 41 AT UPPER TANK FARM IN CHINABAY, TRINCOMALEE"**. The envelopes shall be sealed in an outer envelope, duly marked **"BID MODIFICATIONS"**.
- b) A Bidder wishing to withdraw his Bid shall notify the CPC in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of Bids. The notice of withdrawal shall be addressed given in the clause 1.5, bearing the Bid name and the words **"BID WITHDRAWAL NOTICE"**. Bid Withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will deem to be valid.

### **1.14 Closing of Bids**

- 1.14.1 Bids, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach:

Chairman,  
Departmental Procurement Committee  
Ceylon Petroleum Corporation,  
C/o Manager (Procurement & Stores),  
1<sup>st</sup> Floor,  
609, Dr. Danister De Silva Mawatha,  
Colombo 09,  
Sri Lanka.

Not later than **1400 hrs Sri Lanka local time on 02.08.2024**

- 1.14.2 If the Bidders or their representatives choose not to send their Bids under Registered Cover, they could deposit such Bids in the Bid Box provided for this purpose at the office of the above address.

### **1.15 Opening of Bids by CPC**

- 1.15.1 Bids will be opened immediately after the closing date and time fixed for receipt of Bids, at the office of above address or such other place as arranged if the Manager (Procurement & Stores) Office is not available.
- 1.15.2 The Chairman, Procurement Committee, CPC or his nominated representative will open the Bids, in the presence of the Bidders and / or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Bidders and / or their representatives shall sign a register as proof of their attendance.
- 1.15.3 The Bid prices, discounts, and Bidder's names, the presence or absence of the requisite Bid Security and other such details, which the CPC at its discretion, may consider to be appropriate, will be announced, at the opening. Late Bids will not be entertained and will be returned unopened to the Bidder.
- 1.15.4 Bids (and modifications sent pursuant to ITB Sub Clause 1.12 that are not opened will not be considered for evaluation, regardless of the circumstances.

### **1.16 Bid Security Guarantee**

- 1.16.1 The bidder shall furnish as part of its Bid, a bid security or bid securing declaration to a value of Rs. 2,000,000.00 obtained from a Licensed Commercial Bank operate in Sri Lanka or by making a cash deposit to the CPC.
- 1.16.2 The Bid Security Guarantee should be valid for One Hundred & Nineteen (119) days (i.e. until 29.11.2024) from the date of closing of Bid. A form of Bid Security Guarantee is attached in Annex "B".
- 1.16.3 Any Bid not accompanied by a substantially responsive bid security or bid-securing declaration or a cash deposit in accordance with this clause, shall be rejected.
- 1.16.4 The bid security or bid securing declaration of the unsuccessful bidders shall be returned promptly upon the successful bidder furnishing the performance security.
- 1.16.5 The bid security may be forfeited or the bid securing declaration executed:
- (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Form of Bid; or
  - (b) If the bidder does not accept the correction of its bid price pursuant to ITB sub-clause 1.19
  - (c) If the successful bidder fails within the specified time to:
    - (i) Sign the Contract; or
    - (ii) Furnish the required Performance security.

### **1.17 Schedule of Prices**

- 1.17.1 Bidders are required to duly sign and return the "Schedule of Prices" indicating their quoted Bid prices and the validity period of the offer etc.
- 1.17.2 Prospective Bidders are requested to submit their offers in Sri Lankan Rupees.
- 1.17.3 Offers not submitted on the prescribed form and in the manner required are liable for rejection.

### **1.18 Preliminary Examination of Bids**

- 1.18.1 CPC will examine the Bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the Bids are generally in order. If not, CPC may at its discretion call clarifications from the Bidder. The



request for clarification and the response shall be in writing within one week's form the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

### **1.19 Correction of Errors**

1.19.1 Bids determine to substantially responsive will be checked by the employer for any arithmetic errors. Errors will be corrected by the employer as follows;

1.19.1.1 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

1.19.1.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

1.19.1.3 If the total bid price increases due to corrections made on above procedure, the bid price shall not be adjusted to the increased price and the corrections should be readjusted within the bid price in consultation with the bidder.

1.19.1.4 If the bid price decreases by the above procedure, the amount stated in the Form of Bid shall be adjusted with the concurrence of the bidder and shall be considered as binding upon the bidder.

1.19.1.5 If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited.

### **1.20 Evaluation and Comparison of Bids**

1.20.1 CPC will carry out a detailed evaluation of the Bids, to determine whether the Technical aspects are properly addressed, and the Bids are substantially responsive. Followings will be considered for evaluation.

a) **Technical Evaluation:** All details requested under sub-clause 1.5 of “Instruction to Bidders” and “Scope of Work” and other technical information requested in this bidding document

b) **Financial Evaluation of Bids:** In evaluating the bids, CPC will determine for each bid the evaluated Bid price by adjusting the Bid Price as follows:

(a) Making any correction for errors;

(b) Excluding the provision, if any, for contingencies;

(c) Making an appropriate adjustment for any other acceptable variation or deviations; and

(d) Making appropriate adjustment to reflect discounts offered.

1.20.2 CPC reserves the right to accept or reject any variation or deviation.

1.20.3 Examination for unbalanced bids; if CPC determines that the bid is unbalanced and hence the bidder may fail in the performance of his obligations in some items with the quote rates, a higher performance security as determined by CPC may be requested to mitigate such risks.

### **1.21 Procurement Committee's right to accept or reject any or all Bids**

1.21.1 The CPC Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.

1.21.2 The CPC Procurement Committee reserves the right to reject any or all Bids or any part thereof, without assigning any reasons. The CPC Procurement Committee may accept any or all items of an offer, and reserves the right to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.

1.21.3 The notice of acceptance of Bid will be sent by facsimile, followed by post to the successful Bidder, to the address given by him in the Bidding Document, soon after the decision of CPC Procurement Committee.

## **1.22 Award Criteria**

1.22.1 Subject to sub-Clause 1.19 & 1.20 of ITB, the CPC Procurement Committee will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive lowest evaluated Bid provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.22.2 The successful Bidder will be called upon to perform the Contract for **REPAIRING OF TANK NOS. 40 & 41 AT UPPER TANK FARM IN CHINABAY, TRINCOMALEE** or part there off conforming to the scope of work.

1.22.3 The Successful bidder will be called upon to enter in to an Agreement with CPC. A Specimen Form of Agreement is attached as annexure – C.

## **1.23 Security Clearance**

1.23.1 The successful Bidder shall have to provide the details of the personnel, vehicle and the list of equipment will be taken in and out the premises during the contract period to the CPC project coordinator with the sufficient time for arranging the required clearances.

## **2. CONDITIONS OF CONTRACT**

### **2.1 Performance Guarantee**

- 2.1.1 The successful Bidder, on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Security, within fourteen (14) days of such notification issued by a licensed commercial Bank in Sri Lanka or a foreign bank with the guarantee confirmed by a 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 5% of the total Bid value of the accepted Bid. The Performance Security shall be substantially in the format given in Annex D.
- 2.1.2 If the successful bidder fails to furnish a performance guarantee as provided therein, the Bid Security Guarantee of such bidder will be forfeited at the sole discretion of the DPC (Major) and such contractor will be placed in the list of defaulting contractors.
- 2.1.3 DPC (Major) shall forthwith be entitled in its absolute discretion to select and offer other suitable party as it may think fit (whether another bidder or not) at the risk and expenses of the defaulting contractor and make arrangements required for the performance of the successful bidder whose tender has been accepted and shall be further entitled to recover from the defaulting contractors all loans, costs damages and expenses CPC may sustain in consequences of default by the said default contractor.

### **2.2 Schedule of Payment**

- 2.2.1 Advance payment to a maximum of 20% of the total contract value (less any provisional sums) will only be paid on submission of a bank guarantee from a licensed commercial bank operating in Sri Lanka acceptable to CPC strictly as per the format in schedule "C" of this Bidding document.
- 2.2.2 The advance payment shall be fully recovered when the total value of works completed and billed for reaches 90% of the Contract Price. The Bank Guarantee shall be valid until the advance payment is fully recovered. The contractor shall give a cash utilization breakdown with respect to this advance payment.
- 2.2.3 Progress/part payments will be made on the basis of 75% of the value of work completed. The balance 25% will be retained until the successful completion and handing over of the tank to CPC and released subject to the retention condition in clause 2.4.2. Part payment will be made to contractor within one month of finalizing their submission of part payment bill by the contractor.

### **2.3 Tax Liabilities**

- 2.3.1 Contractor shall be liable to pay all the taxes levied by the Sri Lankan Governmental Authorities such as the Inland Revenue Dept. and Local Government Authorities on, its income and profits derived from execution and shall also be liable for all income taxes of its sub-contractor's personnel and the local agents.
- 2.3.2 Contractor shall accept liability to pay all taxes, turnover tax, Value added tax, other taxes like import duty levies, fees, stamp duties, and the like, including but not limited to any sales or withholding taxes levied by whatsoever authorities in respect of the construction equipment, material supplied and any other aspects on this project.

### **2.4 Part Payment/Retention Money**

- 2.4.1 All payments will be made in Sri Lankan Rupees.
- 2.4.2 As agreed and given in schedule of payment under section 2.2 of this Bidding document, CPC will honor any part payment bills. Retention money will be withheld from such part payments at the rate of 25% of that part payment bill. 5% of the actual contract value will be withheld

from the final payment as retention money after successful completion and acceptance of work by CPC. This retention will be released 12 months after completion and handing over of the tank to CPC.

## **2.5 Liquidated Damages**

- 2.5.1 The successful contractor will pay to CPC, as liquidated damages for failure to comply with contractor's obligation to complete the work in the time guaranteed, an amount for each calendar day after the said date, at the rate of 1/1000 of the contract price per day delayed, subject however that the maximum liability of the contractor on liquidated damages will not exceed 10% of the contracted price.

## **2.6 Defaulting Contractors**

- 2.6.1 Bid offers will not be entertained from firms or persons who have been placed on the list of defaulting contractors of the government of Democratic Socialist Republic of Sri Lanka or the CPC.
- 2.6.2 Bidding document will not be issued to the bidders who have current job / s in CPC and has not shown satisfactory progress in the job.

## **2.7 Project Schedule**

- 2.7.1 Project schedule from the date of award of contract to handing over and commissioning of successfully completed job shall be 90 days and at least one tank shall be completed in 45 days. The bidder should submit an overall project schedule showing the number of calendar days required to reach the date of completion and showing the time required for completion of various phases of work, and resource allocation such as welders, fitters, etc.

Note:

Starting date of the job will be considered as the date of signing of Contract Agreement with CPC.

## **2.8 Termination of Contract**

- 2.8.1 CPC reserves the right to terminate the contract under the following conditions, in which event; Performance Bond of the contract will be forfeited.
- (a) The Contractor stops work for 14 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by CPC.
  - (b) The Contractor has delayed the completion of the work by the number of days for which the maximum amount of liquidated damages has been deducted, as defined in clause 2.5 of the Bid document without CPC's prior approval.

## **2.9 Guarantees:**

- 2.9.1 Contractor shall guarantee that the construction, here under shall be free from defects and shall confirm to and shall perform so as to comply with specifications contained in the Bid document or other specifications as may be ordered or approved by CPC.
- 2.9.2 Within one (01) year of period from handing over the project, CPC will inform the contractor in writing, regarding any defect in material or workmanship pertaining to the contract. Upon receiving such notice, contractor shall rectify such defects at his own cost and expense.
- 2.9.3 Any cost of repair /replacement during the guarantee period of 12 months informed to the contractor and not repaired / replaced or undertaken by the contractor will be repaired/replaced by CPC and such cost will be deducted from the retention of 5%and the contractor will be considered to be defaulted & same will be notified to the contractor.

## **2.10 Force Majeure:**

2.10.1 Contractor or CPC shall not be responsible for any delay or failure hereunder resulting from causes beyond their control including but not being only restricted, to acts of god, fires, explosions, flood, earthquakes, wind storms, national strikes, national riots national walk-outs, national boycotts, wars, laws, regulations or acts of any government or from other cause beyond contractor's control and which by the exercise of due diligence company is unable to prevent.

## **2.11 Safety Regulations & Regulations for the Prevention of Fire**

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

All persons engaged in this contract at Trincomalee Tank Farm shall be acquainted with the following regulations and their consent to abide by them shall be an essential condition of their permit to work at the tank farm.

1. The whole of the premises within the boundary fence constitutes a danger area with the exception of any area expressly exempted by the Project Director (hereinafter called the PD).
2. All employees, agents and invitees of the Contractor who may not be aware of the exact locality of any area expressly exempted from the danger area must assume that any part of the Tank Farm is a danger area and act accordingly.
3. Before work of any nature is commenced in any area by the Contractor, his employees, agents or invitees, the Contractor must obtain the CPC site manager's/engineer's authorized signatories for necessary permits.
4. The Contractor, his employees, agents or invitees must observe all precautions stipulated in these documents.
5. Persons under 18 years of age should not be employed by any contractor or by any subcontractor for carrying out any contract work in any part of the Contract.
6. It is a condition of the permit to work that all persons engaged at the Tank Farm shall submit to be searched by the CPC's Security Officials. This search may take place, either at the time of entry to the Tank Farm or at any other place and during any time while the employees are in the Tank Farm, at the discretion of the Senior Security Officer, CPC.
7. Fire, naked flame, lighters, matches, petrol or any other flammable substance and any apparatus / equipment which can cause ignition should not be taken to the forest areas by any contract personnel.
8. Smoking is strictly prohibited in any part of the Tank Farm.
9. No fires shall be lit and no matches shall be ignited in any part of the Tank farm other than the work site.
10. The contractor shall observe the speed limit of 30 KMPH for vehicles and 24 KMPH for motorcycles within the Tank Farm premises and all vehicles must be mechanically sound and have an efficient exhaust, silencer, horn, brake, filler cap and tyre of good condition. All contract drivers must possess a valid driving license.
11. The vehicles used by the contractor should only be driven on the recognized main roads in the Tank Farm towards TK 40 & 41 and no vehicle should leave a main road and enter into any other area without informing site supervisors/engineers.
12. Mobile cranes and other lifting equipment used for the contract job must be load tested and test reports must be produced to the CPC.
13. If any contract work involves scaffolding, it should be erected as per Standard, Safety procedures.

14. (a) The Contractor shall ensure that his employees and equipment deployed by the contractor and those of any of his subcontractors shall not make use of any equipment, material or property of any kind whatsoever belonging to the CPC unless the written permission of the corporation has been obtained beforehand.
- (b) The Contractor shall ensure that so far as is compatible with the work being carried out, the area in which his workers and /or agents are working shall be kept free of all equipment, material or property of any other kind which may constitute an accident hazard. If it is necessary in the opinion of the Contractor for such equipment, material or property to be on site, it will be the Contractor's responsibility to ensure all necessary safety precautions are observed by his own employees and those of his sub-contractors.
15. All construction equipment and manpower shall be covered by insurance by the contractor
16. The contractor must supply all personal protective equipment necessary for the contract employees to carry out the contract work.
17. All accidents caused to the contractor's employees must be reported to CPC immediately.
18. After completion of the contract work by the contractor the area involved with the contract work should be inspected & certified by CPC Site Supervisors/Engineers to ensure that cleanliness and good housekeeping practices have been followed before the final payment is made.
19. The Contractor / Sub Contractor shall inform the engineer in charge and give the complete details of the equipment to be deployed at site and the purpose for which such equipment is used and obtain permission from CPC before commencing the contract work.
20. Any employee, agent or invitee of a Contractor consciously or without consciousness, breaking the above Rules shall be liable to have his permit to work at the Trinco Tank farm premises terminated immediately.
21. In addition to the above it will be contractor's responsibility to abide by the relevant clauses of Factories Ordinance of Sri Lanka in respect of all work carried out at the site and the safety of personnel engaged and equipment used at site. Contractor shall pay special attention to the following clauses of the Factories Ordinance of Sri Lanka. However, the responsibility of the contractor will not be limited to the clauses listed below but will cover all other conditions in the whole Factories Ordinance and its amendments.
  1. Clause 27 - Hoists and lifts
  2. Clause 28 - Chains, Ropes & Lifting Tackle
  3. Clause 29 - Cranes and other Lifting Machines
  4. Clause 30 - Construction and Maintenance of floors, passages and stairs.
22. The contractor shall obtain an insurance policy covering all employees and equipment deployed by him at site in respect of occupational hazards.

## **2.12 Security Clearances**

- 2.12.1 All contractors' personnel and their vehicles will be required to obtain gate passes before entering into the Trinco Tank Farm.
- 2.12.2 The Security of the materials/equipment/consumables to be delivered to the site by the Contractor shall be the Contractor's sole responsibility and the Contractor shall declare the list of materials/equipment/consumables to CPC before delivery to the site.

## **2.13 Arbitration**

- 2.13.1 Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any Party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be referred

to by either Party to arbitration for final settlement, in accordance with the Arbitration Act No. 11 of 1995, or any amendment thereof,

- (a) Pending the award in any arbitration proceedings hereunder,
  - (i) This Contract and the rights and obligations of the Parties shall remain in full force and effect and
  - (ii) each of the Parties shall continue to perform their respective obligations under this Contract. The termination of this Contract shall not result in the termination of any arbitration proceedings pending at the time of such termination nor otherwise affect the rights and obligations of the Parties under or with respect to such pending arbitration.
- (b) Any award rendered by the arbitral tribunal shall determine the extent to which the cost of arbitration is to be borne by each Party. The arbitration center charges and the compensation to the arbitrator shall be equally shared by the Parties initially.

**Composition of the Arbitral Tribunal:**

The arbitral tribunal shall consist of a sole arbitrator who shall be appointed in the manner provided in the Selection Procedure as given below.

**Selection Procedure:**

The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period then the Arbitrator shall be appointed in accordance with the Arbitration Act No. 11 of 1995, or any amendments thereof.

**Venue & Language:**

The venue of arbitration shall be in Sri Lanka.

Unless otherwise agreed to by the Parties the proceedings shall be conducted and the award shall be rendered in the English language.

### **3. SCOPE OF SUPPLY, SCOPE OF WORK AND OTHER TECHNICAL SPECIFICATIONS**

#### **3.1 SCOPE OF SUPPLY BY CPC**

##### **3.1.1 Construction material**

###### **3.1.1.1 Supply of**

- (a) steel plates for repair/reconstruction of the tank bottom & roof,
- (b) pipes & flanges for fabricating nozzles such as inlet, outlet & drains, etc,
- (c) paint & thinner

##### **3.1.2 Construction Utilities.**

3.1.2.1 CPC will make available sufficient electricity & water for hydro-testing at tank farm premises.

3.1.2.2 The electrical power supply available to the contractor is 400V AC, 4 wire (TPN), 50Hz. (Plz. refer 3.2.3)

3.1.2.3 The maximum load that the CPC can feed will be 60A, 3 phases.

3.1.2.4 CPC will reserve the right to disconnect the power supply to the contractor without prior notice, if any of the foresaid conditions are violated.

##### **3.1.3 Site Fabrication Facilities**

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

#### **3.2 SCOPE OF SUPPLY BY CONTRACTOR**

##### **3.2.1 Supply of material;**

- Heavy Duty GI Pipes from 1 1/4" Dia. and fittings for the installation of hand rails of shell stairs.
- Heavy Duty GI Pipes from 1 1/2" Dia. and fittings for the installation of guard rails of the tank roof.
- Brackets for fire water rings of the roof, foam pipelines & instrument cables & deflection plates.
- 6mm Thick mild steel checkered plates for the shell stairs/platforms.
- 2" x 2" (1/4" Thick) Angle irons for the shell stairs/platforms.
- 4.2 mm Thick x ASME SA 36 plate strips for shell drip ring.
- 2mm Thick X ASME SA 36 plate strips for fire water deflection plates
- Necessary pipes/hoses/pumps to fill the tanks for the hydro test from the water sources made available at site.

##### **3.2.2 Supply of consumables;**

Supply of all consumables such as welding electrodes, gas for cutting, grinding & cutting discs, abrasive materials for blasting, radiographic films, dye-Penetrant, and all other consumables necessary for the proper execution of the job.



**3.2.3 Supply of temporary erection materials;**

Such as scaffolding pipes, planks, reinforcement, wedges & etc.

**3.2.4 Supply of all construction equipment;**

Such as Welding machines, Grinders, Air Compressors, Cranes & other rigging equipment, Vacuum testing, Ultrasonic thickness gauging & scanning, Radiographic equipment, Painting equipment (*such as spray paint equipment and hand tools, brushes, rollers, blasting machines*), Holiday testing & Paint thickness gauges, illuminating lamps, jacks, ventilating blowers and other tools required for proper execution of the job.

**Note:**

1. All equipment should be maintained in good working order and tested where applicable and conform to requirements of the Latest Factories Ordinance of Sri Lanka.
2. If in any case the electricity supply at site will not be made available by CPC or the supply is found insufficient, the Contractor shall arrange a generator supply at their own cost.

**3.2.5 Diesel and lube oil;**

For welding generators & electricity generators (if any), air compressors (If any), cranes and other mechanical equipment required for repair of the tank shall be supplied by the contractor.

**3.2.6 Supply of all manpower;**

Needed including supervision to carry out the work described under “Contractor’s scope of Work” in clause 3.3.

**3.2.7** An insurance cover for site equipment so that CPC will be released from any responsibility regarding accidents, losses etc.

**3.2.8** An Insurance cover for all manpower at site as per the Workmen Compensation Act.

**3.2.9** The contractor shall supply all required Non-Destructive Testing (NDT) equipment, consumables and NDT technicians with minimum 05 years experience to perform necessary NDT to fulfill requirement of API 650/653 and ASME section V.

**3.2.10** The contractor shall employ level II qualified (*from a recognized institution acceptable to CPC such as ASNT / ISO & PCA*) personal with minimum 05 years experience for all NDT work on fulltime basis at site and at least one level III qualified UT scanning personal with minimum 05 years experience on intermittent basis (*when & where required*). CVs and copies of certification along with originals of such personal shall be submitted to CPC for review and approval before commencing work.

**3.2.11** The contractor shall deploy a certified welding supervisor with AWS SCWI or CSWIP 3.2 with minimum 05 years experience on fulltime basis at site when the welding works are in progress and the welding procedure shall be provided by the welding supervisor for the approval of CPC prior to welding commence.

**3.2.12** CPC reserves the right to terminate the service of the NDT personnel if the quality of their service deemed to be unsatisfactory.

**3.2.13** The electrical power distribution board shall be provided with suitable protection devices such as Earth leakage circuit breakers, miniature circuit breakers, isolators. etc.

**3.2.14** All cables used for power distribution above 48V shall be of armored type.

**3.2.15** All portable electrical appliances used inside the tank shall be at low voltage, 110V and should be fed through a center earthed transformer.

**3.2.16** Power distribution inside the tank should comply with IEE wiring regulations for construction sites.

**3.2.17** for welding procedures & welder qualifications see clause No. 3.4.1

### **3.3 CONTRACTOR'S SCOPE OF WORK**

#### **A. General**

**3.3.1** All the under-mentioned repair jobs/items in Section A of the Schedule of Prices shall be carried out on a lump sum fixed price basis. If CPC requests any additional works, the rates quoted in Section B of the Schedule of Prices shall prevail.

**3.3.2** The contractor shall transport all required material to Trincomalee Upper Tank Farm as necessary and also materials removed after the repair, shall be transported back to the location inside the Tank Farm given by CPC Engineers and stack them properly. Site cleaning and completion of tank repair in all respect and make ready for commissioning to the satisfaction of CPC.

**3.3.3** These tanks have been designed and constructed by British during 1920-1930. All mechanical Repair work, tolerances and testing has to be performed as per API 650/653 (latest edition) and the final acceptance will be made by CPC.

**3.3.4** Contractor shall submit Inspection Test Plan (ITP) for the approval of CPC prior to commencement of the tank repair works.

**3.3.5** Contractor shall carry out all non-destructive testing such as UT Scanning, Radiography, Dye penetrant, vacuum testing & Paint thickness gauging etc. as specified in the ITP and wherever required as directed by CPC using contractor's own equipment & manpower at its own cost in the presence of CPC's inspectors and submit reports for CPC's approval.

#### **B. Erection of Scaffolding & safety barrier**

**3.3.5.1** Provision of access to tank shell (internal and external), foam and fire water, roof and roof truss by erection of scaffolding as per scaffolding procedure given in 3.6 & provision of platforms at required levels & locations using load tested wooden planks or load tested plates for the repairing works. Scaffolding plates/planks should be securely clamped or tie up to their supports.

**3.3.5.2** Erection of safety barrier/ water jacket around the tank where necessary to protect the surrounding tanks and environment from construction sparks and hot projective and to avoid pollution from blasting works. Maintenance of safety barrier/water jacket is the total responsibility of the contractor until remove it.

#### **3.3.6 Bottom Repair**

**3.3.6.1** Dismantle and remove roof plates safely from an edge (if necessary) to facilitate steel plates required for the tank bottom repair/replacement with roof attachments, topmost platform & accessories. Repair (if necessary) all special fittings such as gauge hatch, foam fittings, brackets, flanges, and firewater fittings as instructed by CPC.

**3.3.6.2** Dismantle and remove the existing floating suction pipe arm and attachments inside the tanks and transport it to a location specified by CPC.

3.3.6.3 Carry out patch repairs (if necessary) of Bottom Plates as identified by CPC based on the UT spot survey (Drawing ref: CPC\_Tk40\_41\_001 & CPC\_Tk40\_41\_002). In addition, Contractor shall perform a UT scanning of the bottom plates and carryout patch repairs or weld fillings as instructed by CPC.

3.3.6.4 All the rivets and riveted lapping joints shall be seal welded (using fillet welding) as per the welding sequence determined by the Contractor's welding supervisor approved by CPC.

- The estimated aggregate linear length of the riveted lap joints on the 8mm bottom plate is approx. 950m. per one tank. The bidder shall quote a lump sum price for **one welding pass** under item number 10.1 of the BOQ. CPC will decide the number of passes required for seal welding based on the in-situ inspection data and payment for additional welding will be paid at a rate quoted under item No. 05 of SECTION B of the BOQ
- The estimated aggregate linear length for Seal welding the rivet heads is approx. 1800m per one tank. The bidder shall ensure achieve the sealing of rivet heads from a one

(Approximate 15,000 number of rivets with the rivet head diameter of 1 ½ ”)

3.3.6.5 Low thickness areas on the annular plates shall be weld build up as instructed by CPC and the payment will be paid as per the rates stated in Section B of Schedule of Prices.

3.3.6.6 Patch plate welding to close the existing 04 drain nozzles on the bottom as instructed by CPC.

3.3.6.7 Install sacrificial anodes in 04 locations underneath the tank bottom plates as instructed by CPC.

3.3.6.8 After the repairing all the sealed welds shall be tested and verified by Dye Penetrate and Vacuum testing and re-repair if necessary.

### **3.3.7 Shell Repair**

3.3.7.1 Install new 10” NPS welded nozzle designed as per API 650 including a necessary reinforcing pad adjacent to the existing nozzle.

3.3.7.2 Install 04 nos. of new 4” NPS drain pipes at the bottom of the shell as shown by CPC.

3.3.7.3 Install 04 nos of 4” NPS nozzles to install foam system as per the Drawing ref: CPC\_Tk40\_41\_003

3.3.7.4 Install Brackets to fix the foam lines, Fire Water lines & instrument cables as instructed by CPC and the design shall be approved by CPC.

3.3.7.5 Repair the internal monkey ladder

3.3.7.6 Replace the missing segments of the tank shell stairway and repair the corroded or mechanically damaged areas.

3.3.7.7 All the welds on the tank shell shall be tested and verified by Dye Penetrate & re-repair if necessary.

3.3.7.8 Install a Drip gutter ring at the bottom of the shell as per the Drawing ref: CPC\_Tk40\_41\_004

3.3.7.9 Repair the existing manual tank gauging system and calibrate.

3.3.7.10 Bituminous layer shall be applied to the shell bottom and the foundation ring as directed by CPC to avoid leaks.

### **3.3.8 Roof Repair**

3.3.8.1 Patch repairing of roof plates (where necessary) on the roof structure and fillet weld as per the drawings provided by CPC and Dye Penetrate testing of welds as per API Standard 650/653 (latest edition).

3.3.8.2 Fabrication, repair and installation of roof attachments & accessories such as roof manholes with covers, inspection doors, PV valve outlets, float well for level indicator, gauge hatch, radial hand rail, circumferential hand rail, cooling water drencher system, for fire water deflection plates (as necessary)

3.3.8.3 Install Brackets to fix the foam lines, Fire Water lines & instrument cables as instructed by CPC and the design shall be approved by CPC.

### **3.3.9 Painting**

#### **INTERNAL**

3.3.9.1 Blast cleaning & painting of tank bottom internal & first shell course (from bottom) internal as per the paint specification – A

#### **EXTERNAL**

3.3.9.2 Blast cleaning & painting of roof plates external (primer and intermediate coat) at ground level as per the paint specification – D

3.3.9.3 Blast cleaning & painting of all welding joints on roof plates externally after welding at site as per the paint specification of – A & D

3.3.9.4 Blast cleaning & painting or Scrape, wire brush & paint tank shell external, stairways, foam & fire water line brackets, hand rails, plat forms & all attachments as per the paint specification – B & C

3.3.9.5 Roof external side final finish coat shall be applied after completion of all repair works as per paint specification D.

3.3.9.6 CPC Logo & Tank Number shall be painted on the Roof top and Tank shell as per CPC requirement.

#### **Note** –

- Blasting areas of the tank shall be sufficiently covered to prevent falling of blasting dust into tank vicinity and escape of dust to outside.
- Blasting areas of the tank shall be cleaned by removing the blasting dust.

### **3.3.10 Commissioning**

Completion of tank in all respect ready for commissioning to the satisfaction of CPC Engineers and cleaning of all debris from site and bring back the site to its original condition.

### **3.4 TECHNICAL SPECIFICATIONS/CODES/STANDARDS**

#### **3.4.1 WELDING PROCEDURES AND WELDER QUALIFICATION:**

Filler material for all joints:

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

- **ROOF**  
All fillet welding joints on the roof – AWS E 7018
- **SHELL & BOTTOM**  
All fillet welding Joints & Butt-welding Joints - AWS E 7018.
- **PIPE BUTT JOINTS**  
Root run - AWS E 6010  
Filling & capping - AWS E 7018

- 3.4.1.1 Welding procedure specifications (WPS) for all types of joints to be submitted to CPC for approval and Welding Procedure Qualification test shall be carried out and test reports from a reputed third party shall be submitted to CPC.
- 3.4.1.2 All welders (except Pipe welders) to be qualified (4G/4F) as per ASME Sec. IX via a reputed institute for welder qualification acceptable to CPC. Welder Qualification certificates shall be submitted for CPC's approval before commencing the welding works. Welding in the tank will not be allowed without proper qualification of welders by CPC.
- 3.4.1.3 Pipe welders shall be qualified for all pipe joints (6G) as per ASME Sec. IX and bend test results by a third party to be submitted along with test pieces.
- 3.4.1.4 CPC reserves the right to terminate the service of the welders if the quality of their welding deemed to be unsatisfactory.

#### **3.4.2 Hydro testing**

- 3.4.2.1 Closing of manholes and preparing for hydro test of the tank by make necessary connection via pipes / hoses / pumps from the water sources at site.
- 3.4.2.2 Water filling will be undertaken by the Contractor.
- 3.4.2.3 Once the tank is filled, water level up to the maximum liquid level, shall be held for a minimum of 24 hours and facilitate the CPC inspectors to witness as per the ITP.
- 3.4.2.4 Measuring of tank foundation levels before water filling and after 100 % filling of water as instructed by CPC.
- 3.4.2.5 If any leaks found, Contractor to rectify the defects and perform NDT test and repeat the hydro test again until there are no leaks found.
- 3.4.2.6 Contractor to perform hydro test by utilizing the water.

#### **3.4.3 TANK CALIBRATION:**

- 3.4.3.1 After completion of repairs tank, calibration shall be performed by a reputed third-party and reports to be submitted to CPC.

### 3.4.4 STANDARD SPECIFICATIONS

#### **Painting Specification A :**

##### **Bottom and bottom shell course (internal side).**

	Paint	DFT Microns	Over coating Interval	
			Min	Max
Primer	Sigma Cover 522 or equal	50	2 - 6 Hrs.	60-90 Days
Intermediate	Sigma Guard 720 (Gray Colour) or equal	150	2 - 6 Hrs.	4 -7 Days
Finish	Sigma Guard 720 (Green Colour) or equal	150	2 - 6 Hrs.	4 -7 Days
Thinner	Sigma Thinner # 9192 or equal			
Surface Preparation	Dry Abrasive Blast to ISO8501-1:2007(E) Sa-2.5 with RZ (Average Roughness Factor) specified by the Product Data Sheet			
Paint Application	Airless Spray			

#### **Painting Specification B**

##### **Shell external side**

	Paint	DFT Microns	Over coating Interval	
			Min	Max
Primer	Sigma Cover 522 or equal	100	2 - 6 Hrs.	60-90 Days
Intermediate	Sigma Guard 720 (Gray Colour) or equal	150	2 - 6 Hrs.	4 -7 Days
Finish	Sigma Guard 720 (Green Colour) or equal	150	2 - 6 Hrs.	4 -7 Days
Thinner	Sigma Thinner # 9192 or equal			
Surface Preparation	Dry Abrasive Blast to ISO8501-1:2007(E) Sa-2.5 with RZ (Average Roughness Factor) specified by the Product Data Sheet			
Paint Application	Airless Spray			

### **Painting Specification C**

**All platforms and hand railings, foam and fire water pipe lines**

	Paint	DFT Microns	Over coating Interval	
			Min	Max
Primer	Zink phosphate or equivalent	170	2 - 6 Hrs.	60-90 Days
Finish	Enamel paint compatible to primer	50	2 - 6 Hrs.	4 -7 Days
Thinner	Generic thinner			
Surface Preparation	Blast Cleaning to SA 2½			
Paint Application	Brush/roller/Air spray/Airless spray			

### **Painting Specification D**

**Roof (External side)**

	Paint	DFT Microns	Over coating Interval	
			Min	Max
Primer	Sigma Cover 522 or equal	100	2 - 6 Hrs.	60-90 Days
Intermediate	Sigma Guard 720 (Gray Colour) or equal	150	2 - 6 Hrs.	4 -7 Days
Finish	Sigma Guard 720 (Green Colour) or equal	150	2 - 6 Hrs.	4 -7 Days
Thinner	Sigma Thinner # 9192 or equal			
Surface Preparation	Dry Abrasive Blast to ISO8501-1:2007(E) Sa-2.5 with RZ (Average Roughness Factor) specified by the Product Data Sheet			
Paint Application	Airless Spray			

**Note:-**

1. Paint manufacturers data sheet recommendation shall be strictly applied.
2. Paint damaged areas due to welding or due to other reasons shall be power brushed & applied with the same paint system.
3. Paint mixing shall be done only with paint mixture.
4. All primers & over coats shall be ordered at least in two different colors for clear identification & each coating shall be applied with different colors.

- 3.4.5** Paints shall not be applied under the following conditions :-
- (a) When the temperature of the surfaces is less than 3°C above the dew point of the surrounding air and/or the relative humidity is higher than 85%.
  - (b) When the temperature is below 15C<sup>0</sup>.
  - (c) When there is the likelihood of an unfavorable change in weather conditions within two hours after coating.
  - (d) When there is a deposition of moisture in the form of rain, condensation, frost etc. on the surface. This is likely to occur when the relative humidity is over 80% and the temperature is below 15 °C.
  - (e) Painting carried out under doubtful weather conditions is the responsibility of contractor. If any painting is found to be unacceptable the particular surfaces shall be made paint free and be re-painted at contractor's expense.

### **3.5 CONSTRUCTION DRAWINGS LIST**

<b><u>DESCRIPTION</u></b>	<b><u>DWG. NO.</u></b>
❖ UT Spot Survey of TK40	CPC_Tk40_41_001
❖ UT Spot Survey of TK40	CPC_Tk40_41_002
❖ 4” NPS nozzles for Foam System	CPC_Tk40_41_003
❖ Drip Ring Gutter	CPC_Tk40_41_004

### **3.6 STANDARD SPECIFICATION FOR SCAFFOLDING**

#### **Scaffolds**

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

#### **Overhead Protection**

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

#### **Means of Access**

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

#### **Standards (or Upright)**

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



### **Ledgers**

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

### **Transoms**

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

### **Braces**

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

### **Ties**

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

### **Right Angle Load Bearing Coupler**

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

### **Swivel Coupler**

Fitting used to join tubes at any angle.

### **Base Plate**

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

### **Joint Pin**

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

### **Sole Plate**

Wooden plank of suitable size to cover soft ground

### **Independent Tie Scaffolds**

There are scaffolds having two rows of standards,

1. All scaffolds should be erected on level and firm ground. Where level ground is not available then the ground directly below the sole plates should be leveled.
2. Excavations manholes, openings, etc. must be covered with larger timber for sole plates. Where several standards are involved a competent engineer must ensure the bridging is adequate for the loads involved.
3. Bricks scrape pieces of timber, breezeblocks, etc. Must not be used as sole plates.
4. Metal base plates must be used to support standards on grounds other than hard concrete floor
5. Standards shall be erected vertically at not more than 6 ft. (2.134 m).
6. Joints in standards must be staggered, i.e. no adjacent joints in the same lift, and should be as near as possible to the ledgers. These joints should be made with joint pins (internal couplers). Swivel joint couplers should not be used for this purpose.
7. Ledgers must be fitted horizontally and secured with 90° load bearing couplers to the inside of the standards, and spaced not more than 6 ft.
8. Joints in ledgers should be avoided as much as possible, but may be made with sleeve couplers and must be staggered (i.e. no adjacent joints in the same bay) and should not be more than 2 ft. (610 mm) from any standard.

9. Transoms should be fixed at both ends to the ledgers with right angle or swivel couplers. The distance between two adjacent transoms shall be not more than 4 ft.
10. Additional transoms must be fitted to ensure that the ends of the boards or planks are supported properly.
11. Ties must be fitted at 20 ft. minimum intervals along the scaffold horizontally over 13 ft. vertically
12. All ties must be secured with right angle load bearing couplers.
13. At least 50% of all ties should be through ties and must be horizontal where possible and secured to standards or close to standards. Horizontal ties must be fastened both to the internal and external standards or ledgers.
14. Where it is not possible to make all ties through ties intermediate reveal ties may be fitted.
15. The minimum width of the scaffold platforms should be as follows:
  - a) 24" - 2 persons only (no material)boards/planks
  - b) 32" - 3 persons and the depositing of materials not more than 25 kg. Passage of persons. 4 boards/planks
  - c) 48" - 4 persons & material up to 50 kg.6 boards/planks must be supported by minimum of six standards.
16. All scaffolding must be suitably braced
  - a) Diagonal bracing at right angles to the structure and at alternative pairs of standards are necessary for the full height of the scaffold.
  - b) Longitudinal or facade bracing to the full height of the structure in the end bays and intermediate locations of 100 ft. may be used.
  - c) Longitudinal bracing should be fastened to extended transoms by right angle couplers provided that such transoms are clamped to ledgers or standards with right angle couplers. Bracing, fastened to the standards may be secured by swivel couplers as near to the ledger as possible.
  - d) Joints in braces should be made by sleeve or parallel couplers.
17. Scaffold boards/planks must be free of large splits, knots, should be bend at both ends.
18. Every scaffold boards/planks longer than 6 ft. should have at least three supports, but needs more supports as in clause 10.
19. No board should overhang it last support by more than 12 inches.
20. Every scaffold board should have a minimum overhang of 6 inches over its last support.
21. The space between two adjacent boards must not exceed 1 inch.
22. Scaffold platforms must be completely boarded out.
23. Every scaffold platform from which a person can fall more than 6 ft. 6 inch. Must be fitted with guard rails the height of the guard rail from the platform must be between 3 ft. and 3 ft. 9 inch (1.142 m).
24. The space between the edge of the working platforms and of the equipment must be as small as possible and must never exceed 12 inches. If due to circumstances a gap of more than 12 inches is created, guardrails must be fitted as above.

25. As possibility of displacement exist, from high winds etc. Boards must be fastened down at both ends with suitable clamps.
26. Where platforms become slippery due to oil etc. the boards should either be fastened down at both ends with suitable clamps.
27. Clear access/agrees must be maintained at all times to all scaffolds and all ladders being used to give access must be sound construction.
28. The gap in the guardrail for the ladder access must be as small as possible.
29. Ladder runs must not, under any circumstances, be used to support gangways, runways, or platforms of any nature.
30. Single planks runs must not be used under any circumstances.
31. Ladder landings must be provided at every 30 ft.
32. No part of scaffold be used to support any other load or as a supporting point for a chain blocks ratchet etc.

### **Mobile or United Scaffolds**

1. No mobile or united scaffold shall be erected to a height greater than 3 1/2 times it minimum base width.
2. The standards should be made vertical.
3. All other requirements for independent tied scaffolds should be satisfied other than ties.
4. Maximum height of mobile or united scaffold is 6 meters.

#### Inspection of Scaffolds and Accessories

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

The rated loads shall be:

300 Kg for planks 4 ft. long

200 kg for planks 6 ft. long

150 kg for planks 8 ft. long

100 kg for planks 12 ft. long

5. Every scaffolding clamp and pipe must be numbered.

## 4. SCHEDULE OF PRICES

	Item	Qty (*)	Unit	Rate (Rs.)	Total (Rs.)
<b>1</b>	<b>PRILIMINARY EXPENSES</b>				
1.1	All the preliminary Expenses including but not limited to mobilization/demobilization, all insurances, bank charges, material transport & storage, sanitary facilities, welder qualification (as per 3.4.1.1 , 3.4.1.2, 3.4.1.3) etc.	1	Lot		
1.2	Supply of Materials as specified in 3.2.1	2	Lot		
<b>2</b>	<b>MISCELLANEOUS</b>				
2.1	Supply of electrical power distribution board with suitable protection devices such as Earth leakage circuit breakers, miniature circuit breakers, isolators as specified in 3.2.13, 3.2.14, 3.2.15, 3.2.16	1	Lot		
2.2	Supply of Construction equipments & Diesl / lube oil as specified in 3.2.4 & 3.2.5	1	Lot		
<b>3</b>	<b>GENERAL</b>				
3.1	Supply of NDT equipments, consumables, technicians as specified in 3.2.9, 3.2.10, 3.2.11 & Perform NDT tests as specified in 3.3.5	1	Lot		
3.2	Ultrasonic Scaning (UT)	50	m2		
<b>4</b>	<b>ERECTION OF SCAFFOLDING &amp; SAFETY BARRIER</b>				
4.1	Erection of a safety barrier and scaffolding as specified in 3.3.5.1 & 3.3.5.2 using materials as specified in 3.2.3	2	Lot		
<b>5</b>	<b>BOTTOM REPAIR</b>				
5.1	Seal welding riveted lapping joints as specified in 3.3.6.4	1900	m		
5.2	Seal welding the rivets as specified in 3.3.6.4	3600	m		
5.3	Patch plate welding to close the existing drain nozzles as specified in 3.3.6.6	8	Nos.		
5.4	Install sacrificial anodes underneath the tank bottom plates as specified in 3.3.6.7	8	Nos.		
<b>6</b>	<b>SHELL REPAIR</b>				
6.1	Install 10" NPS welded nozzle as specified in 3.3.7.1	2	Nos.		
6.2	Install new 4" NPS drain pipes at the bottom of the shell 3.3.7.2	8	Nos.		
6.3	Install 4" NPS nozzles to install foam system 3.3.7.3	8	Nos.		
6.4	Install brackets on the shell surface as specified in 3.3.7.4	2	Lot		
6.5	Repair the internal monkey ladder as specified in 3.3.7.5	2	Nos.		
6.6	Repairing the tank shell stairways as specified in 3.3.7.6	2	Nos.		
6.7	Install a Drip gutter ring at the shell bottom as specified in 3.3.7.8	230	m		
6.8	Repair the existing manual tank gauging system 3.3.7.9	2	Nos.		
6.9	Apply a Bituminous layer at the shell bottom as specified in 3.3.7.10	230	m		
<b>7</b>	<b>ROOF REPAIR</b>				
7.1	Patch plate repair as specified in 3.3.8.1	350	m		
7.2	Fabrication, repair and installation of roof attachments as specified in 3.3.8.2 & 3.3.8.3	2	Lot		
<b>8</b>	<b>PAINTING</b>				
8.1	Internal blast cleaning and painting as specified in 3.3.9.1	2400	m2		
8.2	External blast cleaning and painting as specified in 3.3.9.2, 3.3.9.3, 3.3.9.4, 3.3.9.5, 3.3.9.6, 3.3.9.7	5700	m2		
<b>9</b>	<b>HYDRO TESTING</b>				
9.1	Make necessary arrangment to source water as specified in 3.4.2.1	25000	m3		
9.2	Perform Hydrotest up to the satisfaction of CPC as specified in 3.4.2.2, 3.4.2.3, 3.4.2.4, 3.4.2.5 & 3.4.2.6	2	tanks		

<b>10</b>	<b>TANK CALIBRATION</b>				
10	Perform tank calibration and submission of reports as specified in 3.4.3.1	2	tanks		
	Contingency (10%)				
	SUB TOTAL 1				
	SSCL (.....%)				
	Sub Total 2				
	VAT (18%)				
	<b>Grand Total</b>				

<b>SECTION - B</b>		<b>Qty</b>	<b>Unit</b>	<b>Rate (Rs.)</b>
1	Erection of scaffolding and safety barrier -rate per 1m3	1	m3	
2	Supply of generator power supply up to system commissioning (including sufficient diesel/lubricants)	1	per day	
3	Pad repair (8mm thickness) -rate per 1 m linear length (Bottom plates)	1	m	
4	Weld filling -rate per 1cm2 area	1	cm2	
5	Liner fillet welding for 8mm thickness plate -rate per one pass per 1m length	1	m	
6	Painting			
6.1	<i>Internal - rate per 1m2 area (complete coats)</i>	1	m2	
6.2	<i>External - rate per 1m2 area (complete coats)</i>	1	m2	
7	NDT Testing			
7.1	<i>Dye Penetrate test (PT) - rate per 1m</i>	1	m	
7.2	<i>Ultrasonic Scanning (UT) - rate per 100cm2</i>	100	cm2	
Grand Total (SLRs)				

Total in words .....

VAT Reg. no.....

Foreign currency will be applicable for foreign contractors only.

Signature of Bidder : .....

Name : .....

Date : .....

Company Address : .....

Company Stamp : .....

## **DRAWINGS**

- 1. CPC\_Tk40\_41\_001**
2. CPC\_Tk40\_41\_002
3. CPC\_Tk40\_41\_003
4. CPC\_Tk40\_41\_004

## ANNEX-A: FORM OF BID

**To:** The Chairman  
Procurement Committee,  
Ceylon Petroleum Corporation  
1<sup>st</sup> Floor,  
609, Dr.Danister De Silva Mawatha,  
Colombo 09.  
SRI LANKA

**From:** .....

.....

.....

Sir,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders, Conditions of contract and Scope of work for **Repairing of Tank Nos. 40 & 41 at Upper Tank Farm China Bay at Trincomalee**, we offer to complete the whole of said services in conformity with the said document.
  
- A-2 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.
  
- A-3 We understand you are not bound to accept the lowest or any Bid you may receive.
  
- A-4 The Bid we are offering is complete and fulfils the requirements discussed in the Bidding document.
  
- A-5 We agree to abide by this Bid for the period of Ninety One (91) days from the date of opening of the Tender. Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
  
- A-6 We agree to be bound by the Bid, Bidding Conditions and Performance Guarantee.
  
- A-7 We offer the lump sum fixed price of Sri Lanka Rupees ..... (in words) ..... for the Supply of the service at ....., as detailed out in this Bid Document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Procurement Committee to reject this Bid or to accept.

Dated this ..... day of .....2024

in the capacity of .....

..... duly authorized to sign tenders for and on behalf of :

Signature .....

Name .....

Address .....

.....

.....

Witnesses:

1. Signature: .....

Name: .....

.....

Address : .....

.....

.....

2. Signature: .....

Name: .....

.....

Address: .....

.....

.....



## ANNEX-B: FORMAT FOR BID SECURITY GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

## ANNEX-C: FORM OF AGREEMENT

*This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between CPC established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at No.609 Dr. Danister de Silva Mawatha”, Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the “CPC” which terms of expression as herein used shall where this context so requires and admits mean & include the CPC & its Successors & assigns) of the one part and \_\_\_\_\_ of \_\_\_\_\_ a Company duly incorporated & having its registered Office at \_\_\_\_\_ (hereinafter called the “Contractor” which terms of expression as herein used shall where this context so requires and admits mean & include the \_\_\_\_\_ & its successors & assigns) of the other part*

Whereas the CPC is desirous that the Works known as the ..... should be supplied by the Contractor, and has accepted a Tender by the Contractor for the supply of such services.

The CPC and the Contractor agree, as follows: -

1. In the agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Contractor’s scope of work (services) hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as a part of this Agreement.
  - **Instructions to Bidders**
  - **Letter of Acceptance dated \_\_\_\_\_.**
  - **The Bid dated \_\_\_\_\_.**
  - **Scope of Work**
  - **Conditions of Contract**
  - **The Contractor's Proposal**
3. In consideration of the payments to be made by the CPC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the CPC to supply and remedy any defects therein, fit purpose in conformity in all respect according to the provisions of the Contract.

4. The CPC hereby covenants to pay the Contractor in consideration of the Service and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties have hereunto caused this Agreement to be executed the day, month & year afore written.

<b>Authorized Signature of the Chairman of CPC</b>		<b>Authorized Signature of the Contractor</b>	
<u>In the presence of</u>		<u>In the presence of</u>	
<b>Name</b>		<b>Name</b>	
<b>Signature</b>		<b>Signature</b>	
<b>Address</b>		<b>Address</b>	

## ANNEX-D: FORMAT FOR PERFORMANCE GUARANTEE

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

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

**Date** : .....

**PERFORMANCE GUARANTEE NO :** .....

We have been informed that .....[name of Contractor/ Supplier] (hereinafter called "the Contractor") has entered into Contract No. ....[reference number of the contract] dated

.....with you, for the ..... [insert " construction"/ "Supply"] of .....[name of contract and brief description of Works] (hereinafter called "the Contract")

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

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

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

This guarantee shall be governed by the laws of Sri Lanka and shall be subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above.

.....  
[Signature(s)]