



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

BIDDING DOCUMENT

FOR

CONSTRUCTION, PAINTING & INSULATING

OF

BITUMEN STORAGE STEEL TANK NO.69

AT

SAPUGASKANDA OIL REFINERY

PD/WORKS/02/2021

TENDER NOTICE**CEYLON PETROLEUM CORPORATION****REFINERY DIVISION****CONSTRUCTION, PAINTING AND INSULATION OF BITUMEN STORAGE STEEL
TANK NO 69****PD/WORKS/02/2021**

The Chairman, Departmental Procurement Committee for Minor Contracts (DPC - Minor), The Refinery Division , Ceylon Petroleum Corporation (CPC) on behalf of the Ceylon Petroleum Corporation of Sri Lanka invites sealed bids from eligible and qualified bidders for Construction, Painting and Insulation of Bitumen Storage Steel Tank no 69 at Sapugaskanda oil Refinery, Keleniya. Srilanka.

To be eligible for awarding the Contract, the successful bidder shall not have been blacklisted and shall have complied with the eligibility and pre-qualification criteria stated in the Bidding Document.(Refer clause 1.1.2 in the bidding document)

Due to the Covid-19 pandemic, the bidders can download the bidding document from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>. The bidder should pay a non-refundable fee of Rs. 12,500.00 (Rs. 11574.07 + 8% VAT) to the Account No. 004100110208633 of Ceylon Petroleum Corporation of People's Bank (Head Office) and the payment receipt should be submitted along with the Bid, and the bidder should notify this immediately in an e-mail to ref.procurement@ceypetco.gov.lk with the softcopy of payment receipt and contact details of the bidder.

All Bids should be accompanied by a Bid Security amounts to Rs. 500,000.00.

The Bid will be **closed at 1400 hrs. on 09.11.2021** and opened immediately after the closing time of the Bid ,at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, No. 609, Dr. Danister De Silva Mawatha, Colombo 09.

The interested bidders may obtain further information from:

Deputy Refinery Manager (Maintenance & Project)
T.P- 0112400684, 2400427-9 Ext 610 / Fax: 2400436.
Engineering Manager (projects)
T.P- 0115668907, 2400427-9 Ext 670 / Fax: 2400431

Chairman
Departmental Procurement Committee (DPC),
c/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.

Tel – 0094-11-5455331
Fax –0094-11-5455424

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1. INSTRUCTIONS TO BIDDERS

1.1 INTRODUCTION

1.1.1 Department Procurement Committee [herein after called DPC)] on behalf of Ceylon Petroleum Corporation, Refinery Division (CPC), hereby invites bids from Local & International firms (herein after called bidders) having experience in the construction & maintenance repairs of Petroleum oil storage steel tanks as per the API Standards 650/653, for construction, testing ,painting , insulation and calibration of a fixed roof bitumen storage steel tank as per the API Standard 650 latest edition & this Invitation to Bid (ITB) document, along with complete sets of construction drawings and with inspection monitoring by CPC. This fixed Roof Type Bitumen Storage Steel Tank is in Diameter 12.19 m and height 14.63 m and will be constructed at the Oil Refinery Premises at Sapukaskanda, Kelaniya, Sri Lanka which is located 17km off by the road from Colombo.

1.1.2 Pre qualifications for Bidding

Bidders having following qualifications will only be qualified for bidding and bidding documents will be issued to bidders who produce documentary evidence to prove following qualifications. Bids from a bidder who does not fulfill the qualifying criteria given below, shall be considered as non-responsive.

1.1.2.1 The local bidders shall have experience in carrying out steel tank construction/repair work according to API Standard 650/653 (Latest Edition) in the past 5 years which include at least construction of one fixed roof tank in similar size or higher and registration with Construction Industry Development Authority (CIDA) Sri Lanka at EM 2 grade or higher.

Or

The local bidders shall have experience in carrying out steel tank construction/maintenance work of value not less than Rs 25 million according to API Standard 650/653 (Latest Edition) in the past 5 years which includes at least construction of one fixed roof tank in similar size or higher at CPC/CPSTL or any other government organization.

1.1.2.2 For a foreign bidder, bidder shall have experience of carrying out Mechanical Engineering construction/maintenance work of value more than US\$ 250,000.00 within past 10 years in steel fixed roof tank construction/maintenance according to API Standard 650/653 (Latest Edition) which includes at least construction of one fixed roof tank in similar size or higher .

1.1.2.3 **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. Further bidding document will not be issued to the bidders whose contract has been terminated by forfeiting the performance bond or who carried out the contract with delay of the full penalty of liquidated damages in the last five years**

1.1.3 The tank site is located at the Oil Refinery Premises at Sapukaskanda, Kelaniya, Sri Lanka which is located 17km off by the road from Colombo.

1.2 BASIS OF CONTRACT

- 1.2.1 The contract will be carried out on a lump sum fixed price basis. The lump sum fixed price covers the total cost for completion of the entire job as per the scope of work in this Bidding document VAT & all local taxes including the withholding tax, employee provident fund and insurance of construction labour, supervision, transportation costs, cost of construction equipment, etc.
- 1.2.2 The contract will be entered into with CPC.
- 1.2.3 The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of CPC. The contractor shall be responsible for the acts, defaults and neglects of any subcontractor, his agent or employees as fully as if they were the acts, defaults or negligence of the contractor, his agent or employees.

1.3 BASIS OF BID

- 1.3.1 Bidders are to submit completely furnished details given in attached "SCHEDULE B" & "SCHEDULE C", Form of Bid & Schedule of Prices. Schedule of Prices is giving in the lump sum fixed price basis for the entire job as per the scope of work in this Bidding document. VAT & all other local taxes including withholding tax are to be provided separately, if applicable, as given in the schedule.

The bidders who are registered for VAT should indicate the amount of VAT claimed in the bidding documents along with VAT registration number. If the bidder is not registered for VAT, only the net value of the bid shall be indicated.

- 1.3.2 A clear breakdown of the lump sum fixed fee as requested in SCHEDULE C "Schedule of Prices" shall also be submitted.
- 1.3.3 Additional services provided by the bidder not covered by this Bidding document shall be clearly stated for the consideration of DPC.
- 1.3.4 Exceptions of CPC's Bidding document shall also be clearly stated by the bidder. If no exception is stated, DPC would assume that the bidder fully conforms to the conditions in this bidding document.
- 1.3.5 Any alterations & erasers in bid offer should be initialed by the bidder with bidder's authorized signature. Otherwise bid will be considered as non-responsive.

1.4 BIDDING DOCUMENT

- 1.4.1 **The Bidding Document shall be obtained from**
Deputy Refinery Manager (Maintenance & Projects)
Ceylon Petroleum Corporation
Refinery Division
Sapugaskanda,
Sri Lanka

Bidding document will be issued up to **21.10.2021 at 15.00 hrs.** A non-refundable bid deposit of Rs. 12,500/= (with all taxes) will be charged at the time of collection of Bidding documents.

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

1.4.2 The bidding document published in the web www.ceypetco.gov.lk is only for information. The bid shall be submitted with bidder's entries by bidding document collected as per clause 1.2.1 in this document.

1.4.3 Any person who act as an agent, sub agent, representative or nominee for or on behalf of any bidder, shall register himself under Public Contract Act No 3 of 1987 for every public contract exceeding five million rupees (LKR) at the Registrar of Public Contract and a copy of the valid certificate of registration issued by the Registrar of Public Contract shall be produced for collection of bidding documents. All bidders should submit the registration certificate along with the bid.

Where any person is an agent, sub agent, representative or nominee for or on behalf of a bidder / principal supplier, he shall first produce a certificate of his appointment as an agent, subagent, representative or nominee to the Registrar before the registration himself under the public contract. [Contract details of the Registrar Department of Registrar of Companies, "Smagam Medura" No 400, D R Wijewardana Mawatha, Colombo 10 / Tel : +94-11-2689208 / +94-11-2689209 / Email: registrar@drc.gov.lk (Contact details may vary from actual & CPC does not take any responsibility in this regard)]

1.4.4 **Pre bid meeting and site visit**

Pre bid meeting will be held on at **26/10/2021 at 09.30 hours at the Training Centre, CPC Refinery, Sapugaskanda.**

Attendance to this meeting and site visit by a technically competent authorized representative of the bidder (limited to three participants per bidder with a letter of authorization) will be compulsory and if not attended, offer from such bidder will not be considered for evaluation. All costs incurred in attending to this pre- bid meeting and site visit will have to be borne by the bidders themselves.

CPC reserves the right to change the date of pre bid meeting and site visit due to any unforeseen reason and if changed, it will be notified to the bidders who collected Bidding documents.

For this purpose, the Bidders should provide the contact person and his contact details to CPC when collecting the bidding documents. Miscommunication by providing false details and neglecting of provision of contact detail when collecting bid- document, do not carry any responsibility to CPC.

1.5 **BID SECURITY GUARANTEE**

1.5.1 Each bid shall be accompanied by a Bid Security Guarantee undertaking that the offer will be valid up to to **09.03.2022 (120 days)** and that the offer will not be withdrawn during that period. Such Bid Security Guarantee shall be in the form of a guarantee issued by a reputed commercial Bank operating in Sri Lanka approved by Central Bank and acceptable to CPC and should be encashable on demand and payable to CPC in equivalent value of Sri Lanka Rupees 500,000.00. (Five hundred thousand)

1.5.2 The bid security guarantee shall be valid up to **09.04.2022 (150 days)** from the date of opening of bids) and shall be in accordance with the specimen in SCHEDULE -A "Form of Bid Security Guarantee " .

1.5.3 Failure to submit the Bid Security Guarantee at the time or before the closing of the bids with a validity period 150 days and in accordance with the above said requirements will result the bid being rejected.

- 1.5.4 Bid Security Guarantees of the successful bidder and the unsuccessful bidders will be returned promptly upon the receipt of the Performance Guarantee.

1.6 GENERAL INFORMATION TO BE INCLUDED IN THE BID

- 1.6.1 Bidder should state in his bid offer address including fax (if any) to which orders, notices and correspondence related to bid offer is to be sent. Any change of address should be notified to CPC and any such change shall be valid only when such notification has been acknowledged by CPC.
- 1.6.2 Background of the bidder: - place of business, number of years of experience in the field of construction / repairs of steel structures, audited financial report of the company for the last 3 years and names and addresses of (present & former) clients other than CPC indicating similar jobs in hand with their values.
- 1.6.3 Bidder's company profile
- 1.6.4 Plan or method of carrying out work.
- 1.6.5 List of construction equipment to be used at the Refinery site by the contractor

1.7 ACKNOWLEDGMENTS

Any written query raised by DPC on the proposals at the stage of evaluation of bids, will be asked in E-mail or Fax and bidders shall answer them by either.

1.8 AMENDMENTS/CLARIFICATIONS

- 1.8.1 DPC reserves the right to issue amendments to the Bidding document as and when deemed necessary up to the time of pre bid meeting given in Para 1.4.4.

Bidders if they so desire may request additional information or clarification on this Bidding document or seek any other pertinent information from the:

Deputy Refinery Manager (Maintenance & Projects)
Ceylon Petroleum Corporation
Refinery Division
Sapugaskanda,
Sri Lanka.
Fax No.0094-11-2400684/ 2400436

All clarifications are entertained only up the date two week prior to bid closing date.

Where prospective bidder has not sought any such clarification, such bidder shall be deemed to have accepted the Bidding document in full.

Bidders must acquaint themselves fully with the conditions of the site and Bidding document. No plea of lack of information will be entertained at any time or stage of the proposal and implementation of the project.

1.9 SUBMISSION, SEALING AND MARKING OF BIDS

- 1.9.1 Bids are to be furnished in accordance with all relevant information given in this Bidding document.
- 1.9.2. Bidders submitting bids shall enclose the original and the Bids copy in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- 1.9.3. The inner and outer envelopes shall;
- (a) bear the name and address of the Bidder;
 - (b) be addressed to CPC at the address given in the bidding document.
 - (c) bear the specific identification of this bidding process as indicated in the bidding document.
 - (d) bear a warning not to open before the time and date for bid opening as specified in the bidding document.

If all envelopes are not sealed or not marked as required, CPC will assume no responsibility for the misplacement or premature opening of the bid. If outer envelope discloses the bidder's identity, CPC will not guarantee the identification of anonymous bids and copy. However, this shall not constitute ground for rejection of the bid.

- 1.9.4 The figures given in the original will be binding and any deviations in the copies will not be taken into account and the price given in the original will be considered as the governing price for the entire job.
- 1.9.5. Reference "**Construction of New Bitumen Storage Steel Tank No 69**" shall be written on the top left-hand corner of all bid proposal covers and all sealed envelopes.

1.10 WITHDRAWAL AND MODIFICATION OF BIDS

- 1.10.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with Clause 1.9, duly signed by an authorized representative, and shall include a copy of authorization.
- 1.10.2 All notices must be submitted in accordance to bidding document and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION” and they should be received by the CPC prior to the deadline prescribed for submission of bids in bidding document.
- 1.10.3 Bids requested to be withdrawn in accordance with Sub-Clause 1.10.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder.
- 1.10.4 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

Very Important -

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

1.11. CLOSING DATE OF BIDS

1.11.1 Bids should be submitted before 1400 hours of Sri Lanka time on 09.11.2021

To: Departmental Procurement Committee,
c/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.
Tele : 0094-11-5455331
Fax : 0094-11-5455424

1.11.2 Bid proposals may be sent to above address given in the Para 1.10.1 by registered post or delivered at the above address and deposited in the relevant tender box at Manager (Procurement & Stores)'s office, Ceylon Petroleum Corporation, No. 609, Dr. Danister De Silva Mawatha, Colombo 09. Bids sent under registered post must reach the above address before the given time and date of closing of Bid given in Para 1.10.1.

1.11.3 Bids received prior to the bid closing time will be kept secure and un-opened until the time and date of opening given in Para 1.10.1. DPC will not take any responsibility for any Bidding documents sent by post, which has not been received by bid closing time

1.11.4 CPC shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by CPC after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

1.11.5. CPC may, at its discretion and in exceptional circumstance, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 1.8, in which case all rights and obligations of CPC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended

1.11.6 Bidders shall furnish their contact details when collecting bidding document from CPC for the purpose of notification of any amendments to bidding document.

1.12. OPENING OF BIDS

1.12.1 Bids will be opened immediately after **14.00** hours on **09/11/2021** at
Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,
Sri Lanka.

Bidders may attend the opening of bids if they so desire, Bidders' representative must carry an authoritative letter and identity from the main contractor. Aggregate bid prices will be read out in public at the opening of bids.

1.13 PERIOD OF VALIDITY OF BID

Bid offers should be valid for acceptance up to **09/03/2022 (120 days)** days from the date of opening of bids). If this contract work is offered, no price variation is allowed until the completion of the contract and the project / work acceptance letter is issued by CPC, except variations due to legislation and statutory changes of the Government policies/ regulations.

1.14. MANPOWER AND RESOURCE SCHEDULES:

- 1.14.1 All the bidders must produce documentary proof that a consultant or an engineer who is conversant with API standard 650 and 653 could be assigned for this construction work.
- 1.14.2 Bidder is requested to provide a complete schedule of manpower at various grades deployed at site during execution of the project. A technical person with B.Sc. engineering degree or higher qualification shall be available full time at site and he shall be responsible for all engineering and safety aspect of the construction work. Contractor should submit the list of man power available for this particular job by names and categories as site engineer, supervisor, welders, fitters & helpers etc, along with the bid. A Bio data/ Resume of the technical staff, to be employed for this job will have to be provided along with the offer.
- 1.14.3 Bidders are requested to submit a complete list of construction equipment which will be at site of construction.
- 1.14.4 Contractor shall submit a bar chart along with the offer for the total work clearly indicating the various phases of contract, breakdown of manpower, equipment and organization chart allocated for this contract.

1.15 DECLARATION

Bidders should declare that they have read the conditions and that they make the offer in compliance with and subject to all the conditions thereof and agree to perform the services in accordance with the said conditions in the manner therein set out in terms of “Form of Bid” given in SCHEDULE ‘B’ of this bidding document.

1.16 BID EVALUATION & SELECTION:

- 1.16.1 Following the opening of bid proposals, all bids will be evaluated by DPC. Bids will be evaluated for selection of the lowest substantially responsive offer. Domestic preference will be offered for government institutes and local companies as per the Clause No.7.9.5 of the “Procurement Guidelines 2006” issued by the National Procurement Agency and Public Finance Circulars No 03/2020 & 04/2020.
- 1.16.2 Determination of a bid’s responsiveness shall be based on the contents of the bid itself.
- 1.16.3 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission.
- 1.16.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

1.17 RIGHTS OF PROCUREMENT COMMITTEE

DPC reserves the right to accept or reject bids without assigning any reason. DPC will accept the lowest responsive bidder. DPC/CPC is not responsible for any expenses or losses whatsoever which may be incurred by a bidder in the preparation and submission of the bid or bid security guarantee.

1.18 NOTICE OF ACCEPTANCE

Acceptance of bid will be communicated by fax / E-mail and confirmed in writing by registered post to the successful bidder to the address given by him in the Form of Bid, soon after the receipt of the Procurement Committee decision. Any change of address of the bidder shall be promptly notified to the **Deputy Refinery Manager (Maintenance & Projects), Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Sri Lanka.**

2. TERMS & CONDITIONS OF CONTRACT

2.1. PERFORMANCE GUARANTEE AND CONTRACT AGREEMENT

- 2.1.1 On the bid being accepted, CPC will notify such acceptance by letter of award (either by Letter of Intent) to the successful bidder whose bid has been accepted. Such notification shall require the successful bidder to furnish at his own cost and expenses, a Performance Guarantee through a reputed commercial Bank in Sri Lanka approved by Central Bank and acceptable to CPC in a sum of not less than 10% of the full contract price without VAT of the successful bidder at or before the time and date specified in such notification. The Performance Guarantee shall be strictly in the form given in schedule ' SCHEDULE D' "Form of Performance Guarantee" of this Bidding document.
- 2.1.2 If the successful Bidder fails to furnish a performance security guarantee as provided therein, the Bid Security of such bidder will be forfeited at the sole discretion of the DPC and such bidder will be placed in the list of defaulting contractors.
- 2.1.2 DPC shall forthwith be entitled in its absolute discretion to select and offer other suitable party as it may think fit (whether another bidder or not) at the risk and expenses of the defaulting contractor and make arrangements required for the performance of the successful bidder whose bid has been accepted and shall be further entitled to recover from the defaulting contractors all loans, costs damages and expenses CPC may sustain in consequences of default by the said default contractor.
- 2.1.4 Upon furnishing the performance guarantee by the successful bidder, CPC will prepare the agreement in the form provided in the bidding document incorporating all agreements between the parties.
- 2.1.5 CPC will notify the successful bidder the date, time and venue for the signing of agreement. The agreement shall be signed within 28 days of the Letter of Acceptance.

2.2 **SCHEDULE OF PAYMENT**

- 2.2.1 Advance payment to a maximum 10% of contract value (excluding taxes) will only be paid on submission of a bank guarantee from a reputed commercial bank operating in Sri Lanka acceptable to CPC. The advance payment guarantee shall be in accordance with the specimen in SCHEDULE -E, "Format of Advance Payment Guarantee ".
- 2.2.2 In case of advance payment, 20% of that will be deducted from each progress / part payment until full amount of advance payment is recovered, starting from first progress/part 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 retention conditions in clause 2.2.4. Part payment will be made by CPC within one month of finalizing their submission of part payment bill by the contractor.
- 2.2.4 Five (5%) percent of the total contract value will be withheld at the final payment from the retention money of progress payments mentioned in clauses 2.2.3 which will be released 12 months after successful completion and acceptance of the tank.

2.2.5 **Progress payments**

The total contract price will be apportioned as follows for the purpose of making progress payments, which the contractor will be entitled to claim **on completion** of each item subject to payment conditions in clause 2.2.

No	Description	Payment / %
1	After erection of fire barrier around the tank up to full height of the tank	4
2	After completion of fabrication of tank bottom	10
3	After completion of fabrication of tank shell	20
4	After completion of fabrication of tank roof	10
5	After completion of fabrication and installation of tank shell, roof and other accessories including fire water system.	6
6	After completion of fabrication & installation of heating coil	6
7	After completion of hydro-test, rectification of defects and due to deformation during the test and subsequent hydro-test	5
8	After completion of painting of tank and accessories	25
9	After completion of tank external insulation	10
10	After completion of tank calibration, site cleaning and commissioning.	4

2.3 **TAX LIABILITIES**

- 2.3.1 Contractor shall be liable to pay the taxes levied by the Sri Lankan Governmental Authorities such as the Inland Revenue Dept. and Local Government Authorities on its

income and profits derived from execution of this contract and shall also be liable for all income taxes of its sub-contractor's personnel and the local agents.

Contractor shall accept liability to pay all taxes, turnover tax, Value added tax, other taxes like import duty levies, fees, stamp duties, and the like including but not limited to any sales or with holding taxes levied by whatsoever authorities in respect of the construction equipment, material supplied and any other equipment incorporated on this project.

2.4 RETENTION MONEY

As agreed, and given in schedule of payment under section 2.2 of this Bidding document, CPC will honor any part payment bills. Retention money will be withheld from such part payments at the rate of 25% of that part payment bill. This retention money of 25% will be released in the final payment subjected to withholding 5% of the total contract value from the final payment as the retention money of total contract after successful completion and acceptance of work by CPC. This retention will be released 12 months after completion and acceptance of work by CPC.

2.5 LIQUIDATED DAMAGES

The successful contractor will pay to CPC, as liquidated damages for failure to comply with contractor's obligation to complete the work in the time guaranteed, an amount for each week delayed after the said date, at the rate of 2% of the contract price per week subject however that the maximum liability of the contractor will not exceed 10% of the total contracted price.

2.6 DEFAULTING CONTRACTORS

Bid offers will not be entertained from firms or persons who have been placed on the list of defaulting contractors of the government of Democratic Socialist Republic of Sri Lanka or the CPC.

2.7 PROJECT SCHEDULE

Project schedule from the date of award of contract to completion of work, including site cleaning and handing over the site shall be **Fifteen** calendar months. The bidder should submit an overall project schedule showing the number of calendar days required to reach the date of completion and showing the time required for completion of various phases of work, and resource allocation such as welders, fitters, etc.

2.8 TERMINATION OF CONTRACT

CPC reserves the right to terminate the contract under the following conditions, in which event Performance Bond of the contract will be forfeited.

- (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program accepted by CPC and the stoppage has not been authorized by the CPC.
- (b) The Contractor has delayed the completion of the work by the number of days for which the maximum amount of liquidated damages has been deducted, as defined in clause 2.5 of the Bidding document without CPC's prior approval.

- (c) If the contractor is made bankrupt or goes into liquidation other than for a restructuring or amalgamation.
- (d) The contractor does not maintain the performance security when the project duration was extended beyond the expiry date of the performance guarantee and the contractor was failed to extend the guarantee one week before the date of expiry.

2.9 FORCE MAJEURE:

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

2.10 PAYMENT UPON TERMINATION:

If the service of the contractor under the contract is terminated because of a fundamental breach of contract by the contractor or due to any one reasons given in clause 2.8 of the bidding document,

- a) CPC will assess the value of work done by the contractor up to the date of the termination on basis of contractor's BOQ at the offer and the value of balance work, adjusted with the scope of supply and work by contractor in the bidding document, on basis of CPC estimations revised to the date of termination.
- b) This assessment will be done jointly with the participation of the contractor or his nominee/s.
- c) If the value of work done and balance of consumables reserved for the contract less advanced payments remaining to be recovered at the date of termination, is higher than the cumulative deviations of balance works assessed as per clause 2.10.a with the contractor's BOQ at the offer, the balance amount will be paid to the contractor. Otherwise, the contractor is liable to pay the difference to CPC.

2.11 SAFTY REGULATIONS & REGULATIONS FOR THE PREVENTION OF FIRE

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

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

1. The whole of the premises within the boundary fence is constituted a danger area with the exception of any area expressly exempted by the Refinery Manager (hereinafter called the Manager).
2. All employees, agents and invitees of the Contractor who may not be aware of the exact locality of any area expressly exempted from the danger area must assume that any part of the Refinery is a danger area and act accordingly.

3. Before work of any nature is commenced in any area by the Contractor, his employees, agents or invitees, the Contractor must obtain the Manager's authorized signatories necessary for excavation permits, safety certificates and clearance certificates and if the work involves sparks of flames, also a fire permit.
The Contractor, his employees, agents or invitees must observe all precautions stipulated in these documents. If the work cannot be completed in the period for which these documents are valid, the work shall be discontinued until the documents are renewed.
4. Persons under 18 years of age should not be employed by any contractor or by any sub-contractor for carrying out any contract work in any part of the Refinery.
5. It is a condition of the permit to work at the Refinery that all persons engaged at the Refinery shall submit to be searched by the Refinery's Security Officials. This search may take place, either at the time of entry to the Refinery or at any other place and during any time while the employees are in the Refinery, at the discretion of the Senior Security Officer, Refinery.
6. Fire, naked flame, lighters, matches, petrol or any other flammable substance and any apparatus / equipment which can cause ignition should not be taken to the danger area by any contract personnel without a written authority signed by the manager's authorized representatives. Such written permit shall be valid for the period stated therein and must be returned to the Head of Fire Fighting and Safety, Refinery.
7. No dry battery or accumulator type of electric hand-lamp or hand-torch, which is not of a flameproof safety type, approved by the Manager, may be taken to the danger area.
8. Smoking is strictly prohibited in any part of the Refinery.
9. No fires shall be lit and no matches shall be ignited in any part of the Refinery without a special fire permit being given and signed by the Manager's authorized signatory.
10. The contractor shall observe the speed limit of 30 KMPH for vehicles and 24 KMPH for motorcycles within the Refinery premises and all vehicles must be mechanically sound and have an efficient exhaust, silencer, horn, brake, filler cap and tyre of good condition. All contract drivers must possess a valid driving license.
The vehicles used by the contractor should only be driven on the recognized main roads in the Refinery and no vehicle should leave a main road and enter into an operational area without having a valid Fire and Safety Permit.
11. Mobile cranes and other lifting equipment used for the contract job must be load tested and test reports must be produced to the Fire & Safety Department.
12. If any contract work involves scaffolding, it should be erected as per Standard, Refinery Scaffolding Procedure. A copy of Standard Refinery Scaffolding Procedure should be requested when necessary.
13. All contract work should be stopped if the fire siren is sounded or in case of a Refinery Emergency.
14. (a) The Contractor shall ensure that his employees and those of any of his sub-contractors shall not make use of any equipment, material or property of any kind whatsoever belonging to the Corporation unless the written permission of the corporation has been obtained beforehand.
(b) The Contractor shall ensure that so far as is compatible with the work being carried out, the area in which his workers and /or agents are working shall be kept free of all equipment, material or property of any other kind which may constitute an accident hazard. If it is necessary in the opinion of the Contractor for such equipment, material or property to be on site, it will be the Contractor's responsibility to ensure all necessary safety precautions are observed by his own employees and those of his sub-contractors.
15. The contractor must supply all personal protective equipment necessary for the contract employees to carry out the contract work. All contract employees should follow Refinery Safety Regulations and ensure to wear personal protective equipments.

16. All accidents caused to the contractor's employees must be reported to the Fire and Safety Department immediately.
17. After completion of the contract work by the contractor the area involved with the contract work should be inspected by the Fire and Safety Department to ensure that the cleanliness and good house keeping practices had been followed. The area involved with the contract work should be certified by the Fire and Safety Department before the final payment is made.
18. If the Contractor / Sub Contractor intend to use electronic equipment / Radioactive equipment the contractor shall inform the engineer in charge and give the complete details of such equipment and the purpose for which such equipment is used and obtain the permission from the Electrical Department before commencing the contract work.
19. Any employee, agent or invitee of a Contractor consciously or without consciousness, breaking the above Rules shall be liable to have his permit to work at the Refinery terminated immediately.
20. In addition to the above it will be contractor's responsibility to abide by the relevant clauses of Factories Ordinance of Sri Lanka in respect of all work carried out at the site and the safety of personnel engaged and equipment used at site.
Contractor shall pay special attention to the following clauses of the Factories Ordinance of Sri Lanka. However, the responsibility of the contractor will not be limited to the clauses listed below but will cover all other conditions in the whole
Factories Ordinance and its amendments.
 1. Clause 27 - Hoists and lifts
 2. Clause 28 - Chains, Ropes & Lifting Tackle
 3. Clause 29 - Cranes and other Lifting Machines
 4. Clause 30 - Construction and Maintenance of floors, passages and stairs.
21. The mobile phones will not be allowed to bring Refinery premises with out proper authorization / approval.

2.12 SECURITY CLEARANCES

- 2.12.1 The Refinery premises is considered a high security zone and all contractor's personnel shall abide by the security regulations, prevailing and those which might be enforced as and when necessary due to changing circumstances.
Police clearance for personnel going to be engaged in this job will have to be obtained and produced to CPC security by the contractor.
- 2.12.2 All contractors' personnel and their vehicles will be required to obtain gate passes before entering into the Refinery.
- 2.12.3 Any part of the work that is to be sub contracted should be notified during the process of bidding and the name of the contractor along with the offer. If the contractor is to be changed after the award, written permission of the CPC will have to be obtained.

2.13 ARBITRATION

- 2.13.1 Any doubt, difference, dispute, controversy or claim, arising from, out of or in connection with this contract, or in respect of the interpretation thereof or on the rights, duties, obligation or liabilities of the parties to this contract or on the operation, breach, termination or invalidity thereof, shall be referred to an arbitral tribunal consisting of a three member panel of arbitration with the chairman and settled by arbitration in accordance with the Rules of the Arbitration Centre of the Institute for the Development of Commercial law and Practice in Sri Lanka. The composition, jurisdiction of the Arbitral Tribunal, conduct of arbitration proceedings, Awards and any other matters relating to Arbitration shall be in

accordance with the provision contained in the Arbitration Act No 11 of 1995 and the language used shall be the English Language and be governed by laws of Sri Lanka.

3. SCOPE OF SUPPLY & SCOPE OF WORK

3.1 SCOPE OF SUPPLY BY CPC

3.1.1 Material

Supply of Construction materials such as steel plates for shell, bottom, roof etc, structural steel of the roof structure, platform and stairway, steel pipes and flanges for nozzles, bolts & nuts for all connections, special fittings such as gauge hatch, foam generator. gaskets for all internal connections will be supplied by CPC at no extra cost to the contractor. Steel plate requirements of procedure qualification tests and welder qualification tests, will also be supplied by CPC. The contractor shall collect above materials from Refinery Material Warehouse.

Tank insulation materials (coke wool blankets) and thin aluminum sheets for external covers will be provided by CPC.

3.1.2 Construction Utilities

- 3.1.2.1 CPC will provide sufficient and reasonable quantities of construction utilities at site with no cost which include supply of construction electrical power, drinking water and water for hydro-testing and firewater.
- 3.1.2.2 Maximum available electrical power supply to the construction site including contractor's utility power requirement and site illumination will be 45 KVA, 400V, AC 4 wire (TP & N) 50Hz and will be subjected to following conditions.
- 3.1.2.3 CPC will provide extra low voltage illumination (24V, AC) where appropriately to the site works up to a maximum of 12 Nos. of illumination heads. If it needs to illuminate further according to site requirement, it is the total responsibility of the contractor to provide additional generator including cables, control boards, equipment & accessories for the additional power requirement.
- 3.1.2.4. CPC will not provide power to any kind of electrically driven welding plants in the construction site.
- 3.1.2.5 The distribution board shall be provided with suitable protection devices such as Earth leakage circuit breakers, miniature circuit breakers, isolators etc.
- 3.1.2.6 All cables used for power distribution above 48V shall be of armored type.
- 3.1.2.7 Power distribution inside the tank should comply with IEE wiring regulations for construction sites.
- 3.1.2.8 CPC will reserve the right to disconnect the power supply to the contractor without prior notice, if any of the conditions is violated.
- 3.1.2.9 It is the responsibility of the contractor to maintain his switchgear and cable network in good condition, so as to provide, complete safety to men and machinery.

3.1.2.10 The whole electrical installation of the contractor should conform to the IEE Wiring Regulations (17th Edition). The safe working voltage for all portable hand lamps and portable hand-held tools up to 2KW should not exceed 110V. (Only 110V, 1 phase center point earthed reduced low voltage system is allowed).

3.1.3 Site Fabrication Facilities

CPC will provide sufficient space in Refinery premises for establishment of a site workshop office for fabrication. The bidder shall indicate the extent of area needed for the site shop. The contractor shall under no circumstance use these site facilities for any other purpose not involve with this job.

3.2 SCOPE OF SUPPLY BY CONTRACTOR

- 3.2.1.1 All Engineers, Inspectors, Supervisors and Laborer required to carry out the job and safety gears for the Contractor's personnel shall be supplied by the Contractor.
- 3.2.2 Supply of all consumables such as welding electrodes, gas for cutting, grinding discs, NDT consumables and all other consumables necessary for the proper execution of the job.
- 3.2.3 Supply of diesel & lubricant oil for power generators welding generators, air compressors, cranes, other machinery/equipment required for proper execution of the job.
- 3.2.4 Supply of all construction equipment namely welding machines, gas cutters, grinders, painting machines, blast cleaning machines, air compressors, cranes & other rigging equipment, necessary electrical panel boards with safety equipment (refer clause 3.1.2), illuminating lamps, tools, lifting gears, safety wear for working inside Refinery will be the responsibility of the contractor. All equipment should be maintained in good working order and tested when applicable and conform to requirements of the Factories Ordinance of Sri Lanka.
- 3.2.5 Supply of erection material & covering sheets for erection of fire barrier/ dust barrier around the full height of the tank.
- 3.2.6 Supply of all erection material such as lugs, brackets, scaffolding, wooden planks, structural steel for roof temporary supporting structure and scaffolding and other accessories.
- 3.2.7 Supply of sand / grit for blast cleaning, covering materials for blasting, painting material, thinner, paint brushes, rollers and other consumables etc. needed for sand blast cleaning and painting of the tank and accessories as per clause no. 3.4.3, 3.4.4 and 3.4.5.
- 3.2.8 Contractor must obtain an insurance cover for all his man power and site equipment so that CPC will be released from any responsibility regarding accidents, losses, the damages etc.
- 3.2.9 The contractor shall supply all required nondestructive testing (NDT) equipment & consumables. The contractor should get CPC inspection department prior approval for NDT consumables
- 3.2.10 The contractor shall employ NDT level-II qualified (from recognized institution acceptable to CPC) personals for all NDT work. Their CV & copies of relevant certificate along with the originals are required to submit to CPC inspection department for review for prior approval. Originals will be handover after the review.

3.2.11 Metal strips & strip locks for insulation external cover and screws & rivets for joints of covers are to be supplied by the contractor as required.

3.3 CONTRACTOR'S SCOPE OF WORK

All the under mentioned conditions shall be completely fulfilled by the selected bidder for the completion of the total job.

3.3.1 Erection of a safety barrier/dust barrier

Erection of a safety barrier/ dust barrier around the tank to a height above the maximum height of the tank to protect the surrounding tanks and environment from construction sparks, dust and hot projective and maintenance of the safety barrier is the total responsibility of the contractor, until the clearance is given by CPC safety department to remove it.

3.3.2 Bottom

Sizing, cutting, blast cleaning & applying bitumen paint on the underside, laying on the prepared foundation, welding in the best sequence after obtaining the approval by CPC to minimize deformation and vacuum testing of welds as per API std. 650/653 (latest edition) and as per the CPC Dwg. No.-8755

3.3.3 Shell

Sizing, cutting, beveling of edges, rolling to required curvature, erection, welding, radiography as per API std 650/653(latest edition), fabrication & welding of all accessories to shell. Checking of peaking & banding, plumpness & roundness and hydrostatic testing and other tests of completed shell and attachments for final acceptance as per API std 650/653. (Latest edition), and as per CPC Dwg. No. 3330.

3.3.4 Roof

Fabrication of roof trusses, Sizing, cutting and laying of plates (blasting and painting where necessary) and welding of roof, fabrication and assembly of all other accessories described in detail, vacuum testing and other testing of welds as per API std. 650/653 (Latest edition), and as per CPC Dwg. No 8757.

3.3.5 Accessories to shell

Fabrication and installation of shell man ways with covers, nozzles, drains and other accessories & attachments such as draw off sump, level gauge, platform, insulation rings etc. as per CPC Dwg. Nos,-3358, 3359, 3357, 3334, 3367, 3363, 3365, 3361 etc.

Fabrication & installation of all other accessories such as circumferential handrail (Deg. No. 3245), radial handrail (Deg. No.3251), helicoidal stairway with platform {Deg. No.3255 (A)} etc.

3.3.6 Heating coils

Fabrication and installation of hot oil heating coil as per CPC Dwg. No. 3333, Radiography inspection of the coil weld joints and pressure testing after coil installation.

3.3.7 Accessories to roof

Fabrication and installation of roof attachments & accessories such as roof man ways with covers etc. as per CPC Dwg. Nos 3368, 3370,-3374, 3255,3251,3245, 3371etc.

3.3.8 Clean out door

Fabrication as per Dwg. No. 3361 and installation of clean out door (heat treatment will be carried out by CPC.)

(Important: CPC will only be responsible for the carrying out of heat treatment at their workshop and all preparation work such as transportation, setting up, welding of lugs/ thermocouples, etc. shall be contractor's responsibility).

3.3.9 Special fittings and all other accessories

Fabrication and installation of special fittings such as level indicator, gauge hatch cover etc. as per CPC Dwg. No 3374, 3357,3367.

3.3.10 Cooling water ring

Fabrication and installation of cooling water ring as per CPC dwg. No. 8699, 6922, 1684 up to main underground fire water line. All underground piping up to the main line shall be carried out by the contractor.

3.3.11 Foam system

Fabrication and installation of foam piping system as per CPC dwg. No.8689 up to bund wall.

3.3.12 Access for Inspection

Provision of access by erection of scaffolding as per Refinery scaffolding procedure given in "Schedule G" & provision of platforms at required levels & locations using load tested wooden planks or load tested plates for inspection by CPC Inspection Dept.

3.3.13 NDT work

Carryout all NDT requirement for tank construction as per API 650/653.

3.3.14 Peaking and banding test

Provision of access to witness the peaking & banding test and provision of templates as per API Std. 650 at the completion of the Tank.

3.3.15 Final hydro testing

Hydrostatic testing will be done by CPC after successful completion of radiographic tests, roundness test, plumpness test and peaking & banding test. Any distortions observed during the hydro test should be rectified by the contractor by his own cost"

3.3.16 Calibration

Calibration of completed tank using optical triangulation method, calculation and tabulation as per API 2550-ASTM 1220 by CPC accepted reputed third-party company and supply of the report to CPC in triplicate.

3.3.17 Blast cleaning and painting

Blast cleaning and painting of underside of the tank bottom plates, roof structure & roof underside, tank shell outside & roof exterior, one meter band width of shell interior from shell top angle and all external accessories & attachments as per clause 3.4.3, 3.4.4 & 3.4.5

3.3.18 Commissioning

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

3.3.19 Tank Insulation

Installation of the tank insulation as per given drawings. Dwg. 3334.

3.4 TECHNICAL SPECIFICATIONS/CODES/STANDARDS**3.4.1 WELDING PROCEDURES AND WELDER QUALIFICATION:****3.4.1.1 Filler material for all joints:**

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

- a. All fillet welds on bottom - AWS E 7018
- b. All welds on the shell for all passes - AWS E 7018
- c. All piping works
 - Root run - AWS E 6010
 - For filling and capping passes - AWS E 7018
- d. All fillet welds on roof plates and structural work - AWS E 6013

3.4.1.2 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 in the presence of CPC inspector and test reports from a reputed third-party inspection company approved by CPC, shall be submitted to CPC.

3.4.1.3 All welders to be qualified as per ASME Sec. IX in presence of CPC Inspection Engineer at CPC site and test samples for bend test with test certificates from a reputed third-party inspection company approved by CPC to be submitted. Welding of any type will not be allowed without proper qualification of welders by CPC.

3.4.1.4 Pipe welders shall be qualified for all pipe joints as per ASME Sec. IX and bend test results by a reputed third-party inspection company approved by CPC to be submitted along with test pieces.

3.4.2 STANDARD OF MECHANICAL CONSTRUCTION:

This tank has been designed according to API Standard 650 by CPC. All mechanical construction work, tolerances and testing has to be as per API Standard 650 (latest edition). Final acceptance will be by CPC based on the limits/tolerances and specification of this standard.

3.4.3 SPECIFICATION FOR BLAST CLEANING

3.4.3.1. Blast cleaning shall be to SA 2 ½

3.4.3.2 All the blast cleaned surfaces shall be brushed off with clean brushes or blown off with compressed air to remove all traces of blast cleaned products before painting. CPC reserves the full authority to accept or reject a prepared surface depending on the cleanliness and/or anchor pattern specified by the specific paint manufacture, depending on the type of paint system selected.

3.4.3.3 Prior to commencement of blast cleaning a sample of abrasive material to be supplied to CPC for approval and a test sample to be performed for the qualification of the particular abrasive material and the operator.

3.4.4 PAINTING SPECIFICATIONS

3.4.4.1. All paints shall be within the shelf-life period specified by the manufacturer. All paints shall be thoroughly stirred to give uniform consistence before use. Paints supplied as more than one component shall be mixed in the proportions laid down by the manufacturer and applied within the specified time after mixing (pot life). Coatings containing heavy or metallic pigments that tend to settle shall be kept in suspension by mechanical agitator or stirrer. No paint shall be used in which the vehicle has set hard and cannot readily be re incorporated by correct mixing. Similarly, no paint shall be used which has jellied or thickened to such extent that too much thinner is required to bring it to brushing consistency.

3.4.4.2. Paints shall not be applied under the following conditions.

1. when the temperature of the surfaces is less than 3°C above the dew point of the surrounding air and / or the relative humidity is higher than 85%.
2. When the temperature is below 15°C.
3. When there is a likelihood of an unfavorable change in weather conditions within two hours after coating.
4. When there is a deposition of moisture in the form of rain, condensation, frost etc on the surface. This is likely to occur when the relative humidity is over 80% and the temperature is below 15°C.

3.4.4.3. Painting carried out under doubtful weather conditions is the responsibility of the contractor. If any painting to be found unacceptable, particular surfaces shall be made paint free and be re-painted at contractor's expense. The first coat of paint shall be applied as soon as possible after surface preparation is approved by the CPC. Each layer of paint shall be allowed to dry for a period of time within the limits (over coating interval) prescribed by the paint manufacturer, before the next layer is applied.

3.4.4.4. Particular attention shall be paid to painting of corner, edges, etc. Especially with respect to the specified minimum dry film thickness. All surfaces inaccessible after assembly shall be fully painted before assembly.

3.4.4.5. All loose sand shall be removed from the adjacent blast cleaned area prior to the painting, to prevent contamination and deterioration of paint by deposition sand on the paint coating before drying out the paint coating.

3.4.4.6. Products from different manufacturers shall not be mixed.

3.4.5. Painting schedule

All paints / paint systems shall meet following requirements.

1. Document proof from the paint manufacturer shall be confirmed with inspection department prior to the application.
2. All internal and external paint systems shall give high durability under the service conditions. Durability referred here is the service duration of the coating until it reaches the condition Ri 3 defined in ISO 4628-3.
3. All external paint shall be of from reputed manufacturer.
4. For all external paint systems, (Primer, Overcoat, Finish coat, DFT / No of Coats) shall be comply with ISO 12944-5 for environmental conditions of C5 -1 and for high durability.
5. All internal and tank bottom underside paint shall be marine/industrial grade from internationally reputed manufacturer. E.g., Sigma, Carboline, Hampel, Jotun, International.
6. All internal paints shall have the manufacturer's approval for immersion service of refined petroleum products (Bitumen in this case) for high durability.

7. Manufacturer recommended overcoating interval, touch dry time, mixing ration (for two pack paints), thinner, etc. shall be strictly followed.
8. All paints shall be within the shelf-life span and shall be mixed well and lump free after mixing at the point of application.
9. Paint mixing shall be properly done before the application using only mechanical agitator or paint mixer.

3.4.5.1. Tank bottom plate underside

High build amide/amine cured epoxy coal tar paint system or high build bituminous coating system which suitable for high durability (above 15 years).

3.4.5.2. Interior side of roof plates and complete roof structure and 1.5m bands of the interior surface of the tank top most shell course.

Epoxy paint system to provide corrosion protection under presence of light hydrocarbon vapors, steam and Sulphur compounds (H₂S). Product storage temperature of 150°C.

Surface cleaning: Blast cleaning to SSOC SA 2 ½

3.4.5.3. Shell and roof external side including accessories

Temperature resistant ambient temperature curing external paint system suitable for a surface temperature of 150°C and under insulation.

Surface cleaning: Blast cleaning to SSOC SA 2 ½

3.4.5.4. Foam & firewater, hand railings, platforms and staircase

Surface cleaning: Blast cleaning to SSOC SA 2 ½

Primer : Zinc phosphate primer or suitable equivalent

DFT/No. of coats : Total 170 microns

Application : Airless spray.

Overcoating interval : 4 hrs (minimum) 7 days (maximum)

Overcoat : Enamel Paint

DFT / No of coats : Total 100 microns in 2 coats

Overcoating interval : 4 hrs (minimum) 7 days (maximum)

3.5. **MANPOWER AND SCHEDULES:**

- 3.5.1 Bidders are requested to submit a complete list of construction equipment which will be at site of erection.
- 3.5.2 Bidders are requested to provide a complete schedule of man power at various grades deployed at site during execution of the project.
- 3.5.3 Bidder must abide by Refinery Fire and Safety Regulation as given in section 2.10.
- 3.5.4 Bidder's company shall have a consultant or an experienced Engineer, who has experience in tank construction / maintenance work according to API 650. Bidder shall forward Bio data of such experienced engineer with offer.
- 3.5.5 A qualified Engineer with tank construction experience and knowledge of relevant QA/QC procedures shall be available fulltime at the site and bidder shall provide complete Bio data of such engineer.
- 3.5.6 Bidder shall provide complete list of permanent carder including Engineers, Technicians, welders , fitters etc. with indicating their experience.

3.6 INSPECTION AND TESTING:

- 3.6.1 All local fabrication and installation at site will be inspected by CPC inspector With concurrence of the contractor's own inspection.
- 3.6.2 In the event of any rejection arising out of quality of standard of fabrication/installation according to API Standard 650/653 (latest edition), such items shall be replaced by the contractor at no cost to CPC. In view of standard of fabrication that have to be maintained throughout the construction, CPC reserves the right to reject services of workers whose skills do not meet the skills required.
- 3.6.3 The contractor is required to follow QA/QC procedures with documentations relevant to every fabrication in maintaining every aspect of quality assurance and controlling. Every fabrication is required acceptance or rejection sheets with provisions for signatures and comments of inspectors of CPC and the contractor. This documentations as a QA/QC brochure have to be submitted to CPC before the final payment.
- 3.6.4 CPC inspectors & engineers will carry out inspection at all stages of construction.

3.7 GUARANTEES:

- 3.7.1 Contractor will guarantee that the construction hereunder shall be free from defects and shall conform to and shall perform so as to comply with tender specifications contained in Instructions to Bidders or other specifications as may be ordered or approved by CPC.
- 3.7.2 During the whole period from the commencement of construction/erection until 12 months after the work completion and acceptance by CPC, Contractor shall attend immediately for repair work or replacement of such material or workmanship supplied which were found defective at its own cost and expense after receipt of written notice from CPC.
- 3.7.3 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.

SCHEDULE - A

1. FORMAT OF BID SECURITY GUARANTEE

[This bank guarantee form shall be filled in accordance with the instructions indicated in brackets]

.....[insert
issuing agency’s name and address of issuing branch or office]

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

Date :[insert (by issuing agency) date]

Public Tender Reference : ..- / - - - / - - / 2021

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

We have been informed that [insert (by issuing agency) name of the Bidder] (hereinafter called “the Bidder”) has submitted to you its bid dated[insert (by issuing agency) date] (hereinafter called “the Bid”) for execution of **Construction of New Bitumen Storage Steel Tank No 69 at Sapugaskanda Refinery** 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 of sums not exceeding in total an amount of [insert amount in figures] [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its 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 Instruction to Bidder (in Biding Document) (hereinafter “the ITB”); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security; in accordance with the Bidding Document.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) 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 of authorized representative (s)].

SCHEDULE -B

FORM OF BID

Name of Contract

Chairman,
Departmental Procurement Committee,
Ceylon Petroleum Corporation

Dear Sir,

Tender for Construction of New Bitumen Storage Steel Tank No 69 at Sapugaskanda Refinery

1. Having read and fully acquainted the bidding document for **Construction of New Bitumen Storage Steel Tank No 69 at Sapugaskanda Refinery** with content of the "Instruction to Bidders", "Terms & Conditions of Contract", Scope of Work & Scope of Supply and Schedules along with drawings and specifications for execute of the above named works, We / I the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with aforesaid Terms and conditions of Contract ,Scope of Work & Scope of Supply and Schedules for the sum of Sri Lankan Rupees(LKR) or such other sums as may be ascertained in accordance with the said Conditions.
2. We/I acknowledge that schedule forms part of our bid.
3. I / We undertake, if our bid is accepted, to commence the work as stipulated in Scope of Work & Scope of Supply and to complete the whole of the works comprised in the Contract within the time stated in the Bidding Document.
4. We/I agree ti bide by this bid for the period stated in the sub clause 1.13of Instruction to Bidders or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. I / We declare that I / We have perused the Performance Guarantee (Schedule "D") and the Agreement (Schedule 'F') respectively and confirm our compliance with the said Performance Guarantee and Agreement in the event of award of Tender.
6. Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract between us.
7. I/We am/are fully aware that the acceptance of any Tender will be at the sole discretion of the Department Procurement Committee, Ceylon Petroleum Corporation.

Dated thisday of20... in the capacity of.....duly authorized to sign tenders for and on behalf of

(IN BLOCK CAPITAL)

Signature of Bidder

Common Seal

Name

Designation

Address

Witness

.....

SCHEDULE –C

SCHEDULE OF PRICES

No	Description	Cost LKR / USD
01	COST OF CONSTRUCTION MANAGEMENT AND CONTRACTOR’S ENGINEERING OVERHEADS OF THE JOB.	
02	COST OF FIELD LABOUR TO BE ENGAUGED FOR MECHANICAL CONSTRUCTION AND TESTING.	
03	COST OF SAND BLAST CLEANING AND PAINTING OF THE TANK INCLUDING COST OF PAINT, ABRASIVE MATERIAL AND CHARGES FOR PAINTING EQUIPMENT AND PAINT COATING INSPECTION.	
04	COST OF FIELD LABOUR TO BE ENGAUGED FOR TANK INSULATION. (See 3.2.11)	
05	COST OF CONSUMABLES SUCH AS WELDING ELECTRODES, GRINDING DISCS, GAS FOR CUTTING, ETC. AND COST OF MATERIALS FOR ERECTION OF FIRE BARRIER AND SCAFFOLDING.	
06	COST OF CONSTRUCTION EQUIPMENT SUCH AS WELDING PLANTS, CRANES, AIR-COMPRESSORS, TESTING EQUIPMENT, ETC. WHICH ARE TO BE UTILIZED FOR THE TANK CONSTRUCTION PROJECT.	

Total price without TAX - Rs.....

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

Total price - Rs.....

Total price of the job in words

.....

.....

VAT Registration Number:

Date

.....
Signature of the Bidder

Company Stamp

Name

Company Address

SCHEDULE - D

FORMAT OF PERFORMANCE GUARANTEE

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

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

Public Tender Reference: --/-----/---/202....

Date:

PERFORMANCE GUARANTEE NO :

We have been informed that[name of Contractor] (hereinafter called “the Contractor”) has entered into Contract No. [reference number of the contract] dated with you, for the **Construction of New Bitumen Storage Steel Tank No 69 at Sapugaskanda Refinery** (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], upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

.....
[Signature(s)]

SCHEDULE - E

FORMAT OF ADVANCE PAYMENT GUARANTEE

.....[Name and address of Agency, and Address of Issuing Branch or Office]

Beneficiary: Chairman, Ceylon Petroleum Corporation, No.609, Dr Danister Silva Mawatha, Baseline Road, Dematagoda Colombo 09, Sri Lanka.[Name and Address of Employer].

Date :

ADVANCE PAYMENT GUARANTEE NO:.....

We have been informed that[name of Contractor] (hereinafter Called “ the Contractor”) has entered into Contract No..... [reference number of the contract] dated with you, for the execution of **Construction of New Bitumen Storage Steel Tank No 69 at Sapugaskanda Refinery** [name of contract and brief description].(hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [amount in figures] (.....) [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we [Name of the issuing agency] hereby Irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[amount of figures] (.....)[amount in words] 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 in payment of the advanced payment under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advanced payment repaid by the contractor.

This guarantee shall expire on [Insert the date, 28 days beyond the expected expiration date of the Contract].

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

.....
[Signature(s)]

The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract

SCHEDULE - F

FORM OF AGREEMENT

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

.....
[name and address of Employer] (hereinafter called and referred as “the Employer”),of the one part and

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

WHEREAS the Employer is desires that the Contractor execute

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

The employer and the contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execute and complete the Works and remedy any 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 hereto have caused this Agreement to be executed the day and year aforementioned, in accordance with laws of Sri Lanka.

.....
Authorized signature of Contractor

.....
Authorized signature of Employer

Common Seal

Common Seal

in the presence of ;
Witnesses:

1. Name and NIC No
Signature
Address
2. Name and NIC No
Signature
Address

SCHEDULE - G**LIST OF CONSTRUCTION DRAWINGS**

NO	Description	Drawing No
1	Tank general plan 40' Dia. 48' H	3328
2	Bottom	8755
3	Shell	3330
4	Bays for tank	3331
5	Roof	8757
6	Heating Coil Sq. Ft. 958	3333
7	Supports for insulation	3334
8	Helicoidal stairway with platform	3255
9	Circumferential handrail	3245
10	Radial handrail	3251
11	4" Dia. Drawoff - Sump	3357
12	24" Dia. Shell Manhole	3358
13	30" Dia. Shell Manhole	3359
14	24" x 24" Flush type cleanout	3361
15	6" Dia. Nozzle for oil inlet	3363
16	8" Dia. Nozzle for oil outlet	3363
17	4" Dia. Foam discharge head	3364
18	1" Dia. Nozzle – Thermometer	3365
19	Grounding	3367
20	20" Dia. Roof Manhole	3368
21	10" x 24" Inspection Door	3370
22	8" Dia. Roof nozzle – Gauge hatch	3371
23	8" Dia. Nozzle – Flame trap vent	3374
24	Insulation	3334
25	Additional cooling water ring for cooling water drenching system	6922
26	Cooling water system	1684
27	Fire water Drenching system and foam injection system	8689 (4 sheets)
28	Fire water & Foam connection	8689-4B
29	Cooling water system	8699
30	Foundation & sump pit detail	8649

SCHEDULE - H**STANDARD SPECIFICATION FOR SCAFFOLDING****Scaffolds**

A scaffold is an elevated working platform for supporting both personnel and materials. It is temporary, its 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.

Over Head 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. (3m) 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 Definition of Scaffold Terms**Standards (or Upright)**

The vertical supports which bear 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 a 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 to 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

Wood 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, breeze blocks, 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 spaced 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 transom shall be not more than 4 ft. The two transoms at the edges of platform should be as close as possible to standard. Those two transoms may be fixed to the standards with any right angle coupler.
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 30 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) 3 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 is 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 banded at both ends, and to cut in any way.
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 its 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 cleared off and sanded or turned over.
27. Clear access 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 60 ft.

Inspection of Scaffolds and Accessories

- 1 Every scaffolding pipe, coupler & base plate must be inspected by Inspection Engineer once in every months 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 centre. 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. Before load testing every 6 months, planks to be inspected
6. Every scaffolding clamp and pipe must be numbered.