



# Ceylon Petroleum Corporation

## INVITATION FOR BIDS

**Ceylon Petroleum Corporation  
(Ministry of Power & Energy)**

**Construction of Process Water System at China bay  
Upper Tank Farm, Trincomalee**

**B/21/2024**

**BIDDING DOCUMENT**

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## INVITATION FOR BIDS

**Note :**

The relevant form shall be filled by the Procuring Entity and included in Volume 2 of the bidding documents.

*Note :*

*Bidders are advised to consider the information printed in bold & Italic in the document as a checklist, when preparing their bids. However, it is the responsibility of the bidders to comply with all the requirements given in the bidding document.*

**INVITATION FOR BIDS (IFB)**  
**MINISTRY OF POWER & ENERGY**  
**Ceylon Petroleum Corporation**

**Construction of Process Water System at China Bay Upper Tank Farm**  
**Trincomalee**  
**B/21/2024**

1. The Chairman of, **Departmental Procurement Committee (DPC)** on behalf of the **Ceylon Petroleum Corporation** invites sealed bids from eligible and qualified contractors for the contract “**Construction of Process Water System at China Bay Upper Tank Farm, Trincomalee**”

The period of Construction of this work is **10 weeks**.

2. Bidding will be conducted through the National Competitive Bidding Procedure.
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the CIDA Registration of either C5 and C4 in Building Construction/ Water Supply and Sewage, or EM2 or above in Plumbing and drainage.

Bidding will be conducted through National Competitive Bidding (NCB). Since the Total Cost Estimate of this procurement is below Rs. 50 Mn., regional preference and CIDA grade preference shall apply as stipulated in Public Finance Circular No. 04/2016 (ii)”.

4. Pre-Bid Meeting and Site Visit will be held at 11.00 hrs. on 07.05.2024 and the participation for the Pre-Bid Meeting a Mandatory.
5. Bidding documents can be obtained on working days between 0900 hrs. to 1500 hrs. up to 16.05.2024 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mawatha., Colombo 09, on a written request, or download from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/> after payment of non-refundable fee of Rs. 10,000.00 (Rs. 8,267.88 + 2.5% SSCL + 18% VAT per set). As per the Public Contract Act No., 3 of 1987, the Prospective Bidders shall be registered in the Department of Registrar of Companies through <https://eroc.drc.gov.lk/> website and submit PCA 3 certificate along with their Bid.
6. The Bid will be closed at 1400 hrs. on 17.05.2024 and opened at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below, immediately after the closing time of the Bid.

Clarifications if any please contact: 0115455369 or 0115455288

Chairman,  
Departmental Procurement Committee,  
C/o Manager (Procurement & Stores),  
Procurement & Stores Function,  
Ceylon Petroleum Corporation,  
1<sup>st</sup> Floor, No. 609, Dr. Danister De Silva Mw.  
Colombo 09.  
Tele : 011-5455335

## Section - 1

### INSTRUCTIONS TO BIDDERS

*Notes :*

*Instructions to Bidders shall be read in conjunction with Bidding Data under Section 5 (Volume 2). Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included under Section 3 - Conditions of Contract (Volume 1) and Contract Data under Section 5 (Volume 2). However, some information is reproduced in this Section facilitate the bidder to price their bids.*

*Instructions to Bidders will not be a part of the Contract and will cease to have effect once the Contract is signed.*

*Note :*

*Bidders, may consider the information printed in bold & Italic in the document as a checklist when preparing their bids. However, it is the responsibility of the bidders to comply with all the requirements in the bidding document.*

## **Section 1**

### **1. INSTRUCTIONS TO BIDDERS**

**Instructions to Bidders applicable for this Contract are that given in Section 1 of the Standard Bidding Document for Procurement of Works, ICTAD Publication No. ICTAD/SBD/01, January 2007, published by the Institute for Construction Training and Development [ICTAD], “Savsiripaya”, Wijerama Mawatha, Colombo 07.**

**This publication will not be issued with the Bidding Document and Bidder is advised to Purchase it from ICTAD.**

## Section - 2

### **STANDARD FORMS (CONTRACT)**

- *Letter of Acceptance*
- *Agreement*
- *Performance Security*
- *Advance Payment Security*
- *Retention Money Guarantee*

***Notes on Standard Forms :***

- ***Bidders shall submit the completed Form of Bid Security as appropriate in compliance with the requirements of the bidding documents.***
- *Bidders should not complete the Form of Agreement at the time of preparation of bids.*
- *The successful bidder will be required to sign the Form of Agreement, after the award of contract.*
- *Any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the bidding documents should be incorporated into the Agreement.*
- *The Form of Performance Security, Form of Advance Payment Security and Form of Retention Money Guarantee should not be completed by the bidders at the time of submission of bids.*
- *The successful bidder will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.*





**STANDARD FORM: AGREEMENT**

This AGREEMENT, made the -----[day] day of -----[month] 20----- [year] between -----[name and address of Employer] (hereinafter called "the Employer") of the one part, and ----- [name and address of Contractor] (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer desires that the Contractor execute -----[name and identification number of Contract] (hereinafter called "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.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings 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 of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, 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 execution and completion of the Works and the remedying of defects wherein 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 thereto 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 .....

**FORM OF PERFORMANCE SECURITY  
( Unconditional )**

.....  
[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]  
(hereinafter called " the Contractor") has entered into Contract No.....[reference  
number of the contract] dated.....with you, for the .....insert "Construction"  
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], 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 Intended Completion Date] and any demand for payment 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)]

**FORM OF ADVANCE PAYMENT SECURITY**

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

**Beneficiary:** .....[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 ..... Construction of .....[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 figure] (.....[amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we.....[name of issuing 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 in repayment of the advance payment under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

This guarantee shall expire on.....[Insert the date, 28 days beyond the Intended Completion date]

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

-----  
[Signature(s)]

-----  
4 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.

**FORM OF RETENTION MONEY GUARANTEE**

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

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

**Date :** .....

**RETENTION MONEY 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 .....[name of contract and brief description of Works] (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, when the works have being taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

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<sup>5</sup>] 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 under the Contract because the Contractor has not attended to the defects in accordance with the Contract.

This guarantee shall expire, at the latest,.....[insert 28 days after the end of the defects liability period]. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

-----  
[Signature(s)]

-----  
<sup>5</sup> The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

## **SECTION – 3**

# **CONDITIONS OF CONTRACT**

Conditions of Contract shall be read in conjunction with Section 5- Contract Data in Volume 2, which shall take precedence over the Conditions of Contract.

## **Section – 3**

### **3.0 GENERAL CONDITIONS OF CONTRACT**

**General Conditions of Contract applicable for this Contract are that given in Section 3 of the Standard Bidding Document for Procurement of Works, ICTAD Publication No. ICTAD/SBD/01, January 2007, published by the Institute for Construction Training and Development [ICTAD], “Savsiripaya”, Wijerama Mawatha, Colombo 07.**

**This publication will not be issued with the Bidding Document and Bidder is advised to Purchase it from ICTAD.**

**General Conditions of contract shall be read in conjunction with schedule provided under Section 5 of the Bidding Document.**

**SECTION - 4**

**FORM OF BID AND QUALIFICATION  
INFORMATION**

*Note :*

*Bidders are advised to consider the information printed in **Bold & Italic** in the document as a checklist, when submitting their bids. However, it is a responsibility of the bidders to comply with all the requirements given in the bidding document.*



## *Form of Bid*

*Note : Prior to issue of the bidding documents, the Employer should insert relevant data for all items marked with an asterisk (\*).*

**Name of Contract : Construction of Process Water System at China Bay Upper Tank Farm at Trincomalee.**

**To : Ceylon Petroleum Corporation**

**Gentleman,**

- 1. Having examined the Standard Bidding Document - Procurement of Works [ICTAD/SBD/01 - Second Edition, January 2007], Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bills of Quantities and addenda for the sum of Sri Lankan Rupees ..... (LKR .....) or such other sums as may be ascertained in accordance with the said Conditions.**
- 2. We acknowledge that the Contract Data forms part of our Bid.**
- 3. We undertake, if our Bid is accepted, to commence the Works as stipulated in the Contract Data, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.**
- 4. We agree to abide by this Bid for the period of Seventy Seven (77) Days from the date fixed for receiving 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. 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.**
- 6. We accept / we do not accept the Adjudicator.**
- 7. We understand that you are not bound to accept the lowest or any Bid you may receive.**

**Dated this ..... day of ..... 20.... in the capacity of ..... duly authorized to sign tenders for and on behalf of .....**

**(IN BLOCK CAPITALS)**

**Signature : .....**

**Address : .....**

**Witness : .....**

## Qualification Information

(To be completed and submitted by the bidder, with the Bid)

<b>ICTAD Registration</b>	
Registration number	(attach copies of relevant pages from the registration book)
Grade	
Specialty	
Expiry Date	
<b>Blacklisted Contractors</b>	
Have you been declared as a defaulted contractor by NPA or any other Agency? (Yes/No)	
IF yes provide details	
<b>VAT Registration Number</b>	
Construction Program	( attach as annex)
Legal status	(attach relevant status copies, as annex)
<b>Value of Construction works performed in last 5 years</b>	
(attach copies of Certificate of Completion etc. and other documents such as profit-loss and income expenditure statement)	
Year 2023	
Year 2022	
Year 2021	
Year 2020	
Year 2019	
<b>Value of similar works completed in last 05 years (indicate only the three largest projects)</b>	
1. Value _____ Year ..... 2. Value _____ Year ..... 3. Value _____ Year ..... (attach copies of Certificate of Completion etc., as annex)	
<b>Major items of construction equipment proposed</b>	
1. type _____ Capacity ..... 2. type _____ Capacity ..... 3. type _____ Capacity ..... 4. type _____ Capacity ..... 5. type _____ Capacity .....	
<b>Qualification and experience of key staff – Site &amp; Head Office (Permanent, Contract basis &amp; Consultants)</b>	
<b>Technical:</b>	
1.	
2.	
3.	
<b>Managerial:</b>	
1.	
2.	
3.	
<b>Other information requested under ITB Clause 4.1</b>	

Signature of the Bidder : .....

**SECTION – 5**  
**BIDDING DATA AND CONTRACT DATA**

## 5.1 Bidding Data

### Instructions to Bidders Clause Reference

- 1.1 The Employer is  
Name : **Ceylon Petroleum Corporation**  
Address : **“609”, Dr. Danister De Silva Mw., Colombo 09.**

The Works Consists of – **Design, Construction, Supply & Installation of process water system utilizing existing 03 Nos. of wells at China Bay Upper Tank Farm at Trincomalee as part of the 24 Nos. storage tanks development project.**

Located at : **China Bay, Trincomalee**

- 1.2 Intended Completion Date is **10 weeks** from the Start Date.

- 1.3 The Office for collection of bid forms is :

Bidding documents can be obtained on working days between 0900 hrs. to 1500 hrs. up to 16.05.2024 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st Floor, No. 609, Dr. Danister De Silva Mawatha., Colombo 09, on a written request, or downloaded from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>.after payment of non-refundable fee of Rs. 10,000.00 (Rs.8,267.88 + 2.5% SSCL + 18% VAT per set).

The non-refundable fee is Rupees **Rs. 10,000.00 (including Taxes)**

- 2.1 The source of funds is Ceylon Petroleum Corporation

- 4.2 The registration required

Specialty: *Building Construction & Water Supply and Sewage/ Plumbing and Drainage*

Grade : **C5 and C4 /EM2 and above**

- 4.3 The following information shall be provided in Section 4:

- \* ICTAD Registration;
  - Registration number
  - Grade
  - Specialty
  - Expiry Date
- \* VAT Registration number
- \* Construction Programme
- \* Legal Status (Sole proprietor, Partnership, Company etc.)

- \* Total monetary value of construction work performed for each of the last five years;
- \* Experience in Construction work of similar nature jobs performed in last ten (10) years.
- \* Major items of construction equipment proposed to carry out the Contract;
- \* Qualifications and experience of key site management and technical personnel proposed for the Contract;
- \* Audited financial statements for the last three years

- 4.4**
- \* Average of the annual volume of construction work performed in the last three years shall be at least Rs. 20.0 million.
  - \* Experience in the construction of at least one contract of a nature and complexity equivalent to the Works over the last 05 years (to comply with this requirement, works cited should be at least 70 percent completed);

- \* Following technical and managerial Staff:  
Technical Staff :

1. B.Sc. Chartered Mechanical or Process Engineer with five years' experience in water system design and installation – 01
2. Civil Engineer with BSc. Engineering, B.TECH Engineering or BEng or similar qualifications and at least 2 years' experience in similar nature works or Assistant Engineer with NDT/ HNDE/TTI or equivalent qualifications and at least 5 years' experience in similar nature works (full time during the civil works at site).
3. Mechanical site supervisor/ Engineering Assistant with NDT/HNDE/TTI or Equivalent qualifications and at least 3 year experience in Piping & Pumps (full time during mechanical works at site)

- \* 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 the contract shall be not less than Rs. 15 million

- 9.1** Employer's address for the purpose of clarification is ;

Name : Mrs. K. Hewagamage

Address : **Manager (Procurement & Stores), Procurement & Stores Function,  
1<sup>st</sup> Floor, No. 609, Dr. Danister De Silva Mw. Colombo 09.**

Fax : **5455424, Tel : 5455331**

- 11.1** The language of the bidding document shall be English.

- 12.0** Any other : \*. Company profile and availability of machineries and manpower required

- for the successful completion of the scope of works.
- \*. Technical Proposal including specifications of all the Major equipment but not limited to Pumps, Pressure Vessels, Pipes, Air Release Valves, Expansion Joints and other piping components, instruments/electrical components.
  - \*. Work methodology
  - \*. Work Schedule
  - \*. Human Resource Histogram or usage plan
  - \*. CV's of the proposed key personal
  - \*. Audited Financial Statements of last three years (2023/2022/2021)
- 13.3** VAT component shall not be included in the rates. The amount written in the Form of Bid shall be without VAT. However VAT component shall be shown separately at the end of the BOQ.
- 13.4** The Contract is not subjected to price adjustment in accordance with Clause 47 of the Conditions of Contract.
- 15.1** The Bid shall be valid up to **Ninety-One days (i.e. up to 16.08.2024) from the date of closing of the Bid.**
- 16.1** Bid shall include a Bid Security using the form included in Section 9.
- 16.2** Bid Security shall be:
- for an amount of Rs. **800,000.00.**
  - Valid until 13.09.2024 (**119 days**) from the date of closing the Bid.
  - **issued by a licensed Commercial Bank in Sri Lanka** and acceptable to Employer using the form for bid security (unconditional guarantee) included in Section 9 Standard Forms.
- 17.** Pre-bid Meeting/ Site Visit will be held at **1100 hrs. on 07.05.2024 (Mandatory)**  
Venue : **China Bay, Trincomalee**
- 19.2 a** The Employer's address for the purpose of Bid submission is  
**Manager (Procurement & Stores), Procurement & Stores Function, 1<sup>st</sup> Floor, No. 609, Dr. Danister De Silva Mw., Colombo 09.**
- 19.2 b** Contract name: **Construction of Process Water System at China Bay Upper Tank Farm at Trincomalee.**
- Contract no : B/21/2024
- 20.1** The deadline for submission of Bids shall be **17.05.2024**

## **27.0 Correction of Errors**

**The existing clause for Correction of Errors in ITB is deleted and shall be replaced with following.**

- \* Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- \* 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.
- \* 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.
- \* 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.
- \* If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited.

**34.0** The successful bidder on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within fourteen (14) days of such notification issued by a Commercial Bank in Sri Lanka.

The amount of Performance Security is 5% of the Initial Contract Price.

**36.0** The Adjudicator proposed by the Employer (To be informed after awarding the Contract)

*Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case-to-case basis and shall be shared by the Contractor and the Employer.*

## 5.2 Contract Data

*(Please note that the Clause nos. given hereunder are that of Conditions of Contract)*

1.1 The Employer is

Name: **Ceylon Petroleum Corporation**

Address: **No. 609, Dr. Danister De Silva Mw., Colombo 09.**

Name of Authorized Representative: To be informed after awarding the Contract

1.1 The Engineer is

Name : **Manager (O,S & TO)**

Address: **TS&CA Function,**

**Ceylon Petroleum Corporation**

**No. 609, Dr. Danister De Silva Mw., Colombo 09**

Name of Engineer's Representative: To be notified after awarding the Tender

1.1 The Works consists of: **Design, Construction, Supply & Installation of process water system utilizing existing 03 Nos. of wells at China Bay Upper Tank Farm at Trincomalee as part of the 24 Nos. storage tanks development project.**

1.1 The Site is located at: **China Bay, Trincomalee**

1.1 The Start Date shall be **Fourteen (14) Days** from the Letter of Acceptance.

2.3

The following documents also form part of the Contract:

1. Bidding Data
2. Contract Data
3. Specification (Section 6)
4. B.O.Q.

8.1 Schedule of other contractors: to be informed when awarding the contract



**9.1** Schedule of Key Personnel:

Minimum key persons with qualifications and experience to be defined,

1. B.Sc. Chartered Mechanical or Process Engineer with five years' experience in water system design and installation – 01
2. Civil Engineer with BSc. Engineering, B.TECH Engineering or BEng or similar qualifications and at least 2 years' experience in similar nature works or Assistant Engineer with NDT/ HNDE/TTI or equivalent qualifications and at least 5 years' experience in similar nature works (full time during the civil works at site).
3. Mechanical site supervisor/ Engineering Assistant with NDT/HNDE/TTI or Equivalent qualifications and at least 3 year experience in Piping & Pumps (full time during mechanical works at site)

CV's of key personnel to be submitted with the Bid.

**13.1** The minimum insurance covers shall be:

- (a) The minimum cover for insurance of the Works and of Plant and Materials is 110% of the initial Contract Price

The maximum deductible for insurance of the Works and of Plant and Materials is 5% of the Initial Contract Price.

- (b) The minimum cover for loss or damage to Equipment is 110% of the equipment value

The maximum deductible for insurance of Equipment is 5% of the minimum cover for equipment.

- (c) The minimum cover for insurance of other property (other than the Site) is 110% of the Initial Contract Price.

- (d) The minimum cover for personal injury or death for third party and employees of the Employer and other persons engaged by the Employer in the Works is Rs. 100,000.00 per event.

**13.2** (a) The minimum cover for personal injury or death,

- for the Contractor's workmen is Rs. 100,000.00 per event
- Contractor's employees other than workmen is Rs. 100,000.00 per event

**17.1** The Intended Completion Date for the whole of Works shall be **Ten (10) weeks from the Start Date**

**21.1** The Site Possession Date shall be Fourteen (14) Days from Letter of Acceptance

**27.1** The Contractor shall submit a detail timeline program for the Works within **Seven (07) Days** of delivery of the Letter of Acceptance.

- 27.3** The period between Programme update is **One month**
- 27.4** The amount to be withheld for late submission of a Programme is Rupees **2% of the Initial Contract Price.**
- 35.1** The Defects Liability Period is 365 Days.
- 39.2** The engineer may order variations up to a total cumulative value of not exceeding Rs. **10% of the initial contract value.**
- 42.1** Delete the existing sub-clause 42.1 and reword the same as follows;
- The Contractor shall submit to the Engineer interim bills of the works executed as per the following milestones.
- Design and mobilization to the site.
  - Completion of side walls, cover slabs, and pump houses.
  - Completion of installing intake pumps
  - Completion of installing a Pressure tank
  - Completion of pipeline construction.
  - Testing and Commissioning of the system.
- 42.2** The term “monthly statements” shall be reworded as “interim bills”.
- 43.1** Payment shall be adjusted for deductions for advance payments and retentions. The Employer shall pay the Contractor the amount certified by the Engineer within 14 days of each certificate as following breakdown in line with the sub-clause 42.1 of Condition of Contract.
- Five (5) percent of the lump-sum amount shall be paid upon the approval of design and mobilization to the site.
  - Thirty (30) percent of the lump-sum amount shall be paid upon the completion of side walls, cover slabs and pump houses.
  - Ten (10) percent of the lump-sum amount shall be paid upon the completion of installing intake pumps
  - Ten (10) percent of the lump-sum amount shall be paid upon the completion of installing Pressure tank
  - Thirty (30) percent of the lump-sum amount shall be paid upon the completion of pipeline construction.
  - Ten (10) percent of the lump-sum amount shall be paid upon Testing and Commissioning of the system.
  - Five (5) percent of the lump-sum amount shall be retained and released upon

the completion of the Defect Liability Period.

If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate of interest of 1% over the prevailing lending rate of the Central Bank to Commercial Banks.

**44.1** The following events shall also be Compensation Events:

**Not Applicable**

**46.1** The exchange rate used for calculating the amounts to be paid in currencies other than Sri Lankan Rupees is : **Not Applicable**

**47.1** The Contract Price is not subjected to price adjustment

Weightings of Inputs: **Not Applicable**

**48.1** The retention from each payment shall be 10% of the certified work done.

The limit of retention shall be 5% of the Initial Contract Price.

**49.1** The liquidated damages for the whole of the Works shall be Rs. 1/2000 of the initial Contract Price Per Day.

**50.1** The maximum amount of liquidated damages for the whole of the Works shall be 10% percent of the Initial Contract Price. If the total amount of the liquidated damages exceed 10% of the initial contract value, the contract is liable for termination.

**51.3** Delete the existing sub-clause 51.3 and reword same as follows :

The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the works on a payment basis. The advance payment shall be repaid in full when the total certified value of work reaches 90% of the initial contract price. But if the contract has not been substantially completed before the Intended Completion Date and hence the advance payment made is not fully recovered, the balance amount of the Advance Payment shall be repaid in full from next progressive interim payment. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses or Liquidated Damages.

**52.1** The Performance Security shall be 5% percent of the Initial Contract Price issued by a licensed Commercial Bank in Sri Lanka

**58.1** Schedule of operating and maintenance manuals and As-Build drawings shall be submitted within 07 days after the Testing & Commissioning.

**58.2** 05% of the Initial Contract Price.

**60.1** The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 25%.

**Section – 06**  
**SPECIFICATIONS**

## 6.1 Scope of Work

Design and construction of process water system including, but not limited to;

- Preliminary Expenses including mobilization, insurance, bank charges, etc. provide a power supply for all activities up to system commissioning, material storage, sanitary facilities shall be under the scope of the contractor
- Surveying of pipeline route and provide drawings for pipe elevation and pipe support for the approval of CPC Engineer. Pipe Rack should be 0.6m of width and capable of laying additional 2 number of 8" liquid pipes. The design shall be according to ASME B31.3/ CIDA specifications with required accessories and good engineering practices. Space between pipe supports shall be maximum 3m.
- Provide drawings of concrete wall around each well with 1m height and cover slabs. The drawings shall be certified by a Chartered Engineer.
- Construct proper access to each well, including rubble side walls, levelling with imported soil and compaction. Demolishing of existing dug well protection and clean the wells
- Conduct Pump Test and provide a Pump Test Report
- Construction of side walls and cover slabs. Each cover slab shall include 2 number of 600 x 600mm manholes.
- Supply and Installation of intake Pumps with SS wetted parts. The pumps shall be Stainless Steel wetted (SS) parts as required. Pump capacity shall be 10m<sup>3</sup>/hr @4barG.
- Construction of intake Pump houses, 3mx 2m x H: 2m
- Supply and laying 3 inch heavy duty GI Piping complying BS1387/ ASTM B, with required valves, expansion joints, air vents, air release valves, etc. conduct pressure test according to ASME B31.3 standard requirement.
- Extend the Pipeline up to the fire water tank and install a 3" motorized butterfly valve and controls to top up the water to the fire water tanks.
- Construction of road crossing with minimum of 800 mm dia. RC sleeves.
- Design and Supply of Electrical Panel. Electrical components shall be Siemens, ABB, and Schneider. Electrical cables shall be protected by GI conduits.
- Supply and installation of Stainless Steel bladder Tanks rated to 10 BarG to smoothen the pump operation and maintain line pressure between 3-4 barG.
- The piping shall be painted with necessary coding as instructed by CPC.

## 6.2 SPECIFICATIONS

1. Specifications for Building work – (Volume - 1) ICTAD Publication No. SCA /4/1/ Revised Edition July 2004.
2. Specifications for Electrical & Mechanical Works Associated with Building & Civil Engineering – Sri Lanka. ICTAD Publication No. SCA /8 Revised Edition – April 2000.
3. Specifications for Water Supply, Sewerage and Storm Water Drainage Works, ICTAD Publication No. SCA /3/2 Revised Edition – April 2002, ASME B31.3
4. Operational Principals, performance Requirements and Specifications for Specifications for road crossing published by RDA
5. All extra work required shall be carried out only with the written prior approval or approved rates.
6. Bidder should carefully examine the Bidding document, specifications and sketches for him to get acquainted with the job.
7. All debris to be cleared from site on completion of the work and to be transported to the location specified by the Employer.
8. Any damages to surrounding properties or equipment of a third party to be made good at the bidder's own expense.
9. No electricity or water (if required) shall be supplied by the Employer and the bidder shall arrange such requirements on the bidder's own expense.
10. 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 Engineer with the sufficient time for arranging the required clearances.
11. The selected companies shall take the full responsibility of their employees especially with regard to the Employer's property and other security requirements required by the government security measures.
12. Working days will be on a continuous basis. The contractor may decide working on weekends confirming the contract will be completed within the timeline mentioned in this contract. Working hours will be from 7am to 6pm. If the time exceeds 6pm, the contractor should take prior approval from the Employer and conform the safety of the personal and the facility. However, the approval for extending working hours will be solely decided by the Engineer.

## **Section - 7**

### **BILL OF QUANTITIES**

*Notes : In preparation of the Bidding Document the users are advised to;*

- (1) Include appropriate Preliminary Bill items as Bill No.01 in Accordance with ICTAD Publication No. ICTAD/ID/04*
- (2) Allow provision for the Bidders to include the VAT Components separately and instruct them not to carry the VAT Components to the Form of Bid.*
- (3) Advise the bidders that any discount offered will not be considered for Provisional Sum Items.*

**Projec 24 Tank Development Project**

**Contri** Supply and construction of process water system at Chinabay Upper Tank Farm, Trincomalee

#No	Equipment	Specs	Qty		Rate	Cost
1	Preliminary Expenses including mobilization, insurance, bank charges, etc. provide a power supply for all activities up to system commissioning, material storage, sanitary facilities shall be under the scope of the contractor		1	lot		
2	surveying of pipeline route and provide drawings for pipe elevation and pipe support for the approval of CPC Engineer. Pipe Rack should be 0.6m of width and capable of laying additional 2 number of 8" liquid pipes. The design shall be according to ASME B31.3/ CIDA specifications with required accessories and good engineering practices.		1	Lot		
3	Provide drawings of concrete wall around each well with 1m height and cover slabs. The drawings shall be endorsed by a Chartered Engineer.		1	Lot		
4	construct proper access to each well, including rubble side walls, levelling with imported soil and compaction.		1	Lot		
5	Demolishing of existing dug well cover slabs and clean the wells.		3	Lot		
6	Conduct Pump Test and provide a Pump Test Report		3	Nos		
7	Construction of side walls and cover slabs. Each cover slab shall include 2 number of 600 x 600mm manholes.		3	Lot		
8	Supply and Installation of intake Pumps with SS wetted parts. The Submersible pumps shall be Stainless Steel wetted (SS) parts and the country of origin shall be USA, EU, Japan and, shall include guild rails, lifting hooks as required	10m3/hr @4barG	6	Nos		
9	Construction of intake Pump houses	3mx 2m x H: 2m	3	Nos		
10	Supply and laying heavy duty GI Piping, with required valves, flow meters, expansion joints, air vents, air release valves, etc. conduct pressure test according to ASME B31.3 standard requirement.	3 inch, GI	600	m		
11	Construction of pipe supports.		200	Nos		
12	Construction of road crossing with slives		1	Nos		
13	Design and Supply of Electrical Panel. Electrical components shall be Siemens, ABB, Schneider. Electrical cables shall be protected by GI conduits.		1	Nos		
14	Power cable, 4 core		1000	m		
15	Control cable, level switch		1000	m		
16	GI pipe for cable		600	m		
17	Supply and installation of Stainless Steel bladder Tanks rated to 10 BarG to smoothen the pump operation and maintain line pressure between 3-4 barG.	2m3, SS material, 10barG	1	Nos		
18	Machinery such as Mobile Cranes/ Boom Truck, Excavator, etc		1	Lot		
Sub Total (1)						
Add (.....%) SSCL						
Sub Total (2)						
Add (.....%) VAT						
Total						

Grand Total in Words

.....

VAT Reg. No. : .....

Name of Bidder : .....

Address : .....

.....

.....

.....

Signature of Bidder

Company Seal: Date : .....



**Section - 8**

**DRAWINGS**

## **8.0 DRAWINGS**

**Attachment 1:** Trinco Tank Farm Compound, proposed process water system layout

**SECTION – 9**

**STANDARD FORMS [BID]**

- **BID SECURITY**

**Note :**

***The bidders are advised to use the information printed in Bold & Italic in this volume as a check list when submitting the bid. However, it is the responsibility of the bidders to comply with all the requirement given in the bidding document. Failure to non compliance with any of them may be a reason for rejection of the bid.***

**Notes on Standard Forms :**

- ***Bidders shall submit the completed Form of Bid Security/Bid Securing Declaration as appropriate in compliance with the requirements of the bidding documents.***
- ***Bidders should not complete the Form of Agreement at the time of preparation of bids.***
- ***The successful bidder will be required to sign the Form of Agreement, after the award of contract.***
- ***Any corrections or modifications to the accepted bid resulting from arithmetic corrections, acceptable deviations, or quantity variations in accordance with the requirements of the bidding documents should be incorporated into the Agreement.***
- ***The Form of Performance Security, Form of Advance Payment Security and Form of Retention Money Guarantee should not be completed by the bidder s at the time of submission of bids.***
- ***The successful bidders will be required to provide these securities in compliance with the requirements herein or as acceptable to the Employer.***

## FORM OF BID SECURITY

[this Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- [insert issuing bank's name, and address of issuing branch or office]

Beneficiary: ----- [insert (by PE) name and address of Employer]

Date: ----- [insert (by issuing bank) date]

**BID GUARANTEE No.:** ----- [insert (by issuing bank) number] We have been informed that ----- [insert (by issuing bank) name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing bank) date] (hereinafter called "the Bid") for the execution 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 bank] 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") ; 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 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) the successful bidder furnishing the performance security, 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) ]

## Check List for Bidders

Bidders are advised to fill the following table:

ITEM	ITB Clause	YES (tick)	REFERENCE
<b>Form of Bid</b>			
Addressed to the Employer ?	18		
Completed?	18		
Signed ?	18		
<b>Bid Security</b>			
Addressed to the Employer?	16		
Format as required ?	16		
Issuing Agency as specified ?	16		
Amount and currency as requested?	16		
Validity 28 days beyond the validity of Bid	16		
<b>Qualification Information</b>			
All relevant information completed?	4		
Signed ?	4		
<b>Addendum</b>			
Contents of the addendum (if any) Taken into account ?	10		
<b>BID package</b>			
All the documents given in ITB Clause 12 enclosed in the original and copy?	12		
ITB Clause 19 followed before Sealing the Bid Package?	19		

**SIGNATURE OF THE BIDDER**

# Attachment 1: Trinco Tank Farm Compound, proposed Process Water System

