

**MINISTRY OF ENERGY**



**BIDDING DOCUMENT  
FOR**

**HEALTH ASSESSMENT EVALUATION OF 10 CONE  
ROOF VERTICAL RIVETTED TANKS AT TPTL,  
TRINCOMALEE**

**TPTL/BD/22/03**

**TRINCO PETROLEUM TERMINAL (PVT) LTD**  
*(A subsidiary of Ceylon Petroleum Corporation)*

**August 2022**

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## Invitation for Proposals



### TRINCO PETROLEUM TERMINAL (PVT) LTD

**HEALTH ASSESSMENT EVALUATION OF 10 CONE ROOF VERTICAL RIVETTED  
TANKS AT TPTL, TRINCOMALEE**  
**TPTL/BD/22/03**

The Chairman, Departmental Procurement Committee (DPC) of Trinco Petroleum Terminal (Pvt) Ltd invites sealed bids from eligible bidders for the Contract “**Health Assessment of 10 cone roof vertical riveted tanks at TPTL, Trincomalee**”.

Bidding documents can be obtained on working days between 0900 hrs. to 1500 hrs. up to 14.09.2022 from the office of Manager (Planning), Trinco Petroleum Terminal (Pvt) Ltd, 4<sup>th</sup> Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09, on a written request, after of non-refundable fee of Rs.5,000.00 (Rs.4,464.29 + 12% VAT per set) or download from CPC website, i.e. <http://ceypetco.gov.lk/public-tenders/> or LIOC web site i.e. <http://lankaiooc.com/tenders/>. The bidders who downloaded the documents should pay document fees to the Account No. 88340369 of Trinco Petroleum Terminal (Pvt) Ltd of Bank of Ceylon (Head Office) and the receipt should be submitted along with the Bid.

The Bid will be **closed at 1400 hrs on 15.09.2022** and opened immediately thereafter at the office of Manager (Planning), Trinco Petroleum Terminal (Pvt) Ltd at the address given below.

Proposals may be sent by post under registered cover or may be deposited in the Tender Box kept in the Office of Manager (Planning), Trinco Petroleum Terminal (Pvt) Ltd, 04th Floor, No. 609, Dr. Danister De Silva Mawatha, Colombo 09.

Bidding Documents can be inspected at the Office of Manager (Planning) within the office hours up to 1500 hrs on 14.09.2022.

Clarifications (if any) shall be sought from the under mentioned Telephone / Fax Numbers.

**Chairman,**

Departmental Procurement Committee,  
c/o Manager (Planning)  
Trinco Petroleum Terminal (Pvt) Ltd  
4th Floor, No. 609, Dr. Danister De Silva  
Mawatha, Colombo 09, Sri Lanka.  
Tele: 0094-11-5455103

c/o Manager (Planning)  
Lanka IOC PLC, Level 20, West Tower,  
Echelon Square, Colombo 01, Sri Lanka.  
Tele: 0094-11-5475720.

# 1. INSTRUCTIONS TO BIDDERS (ITB)

## 1.1 Introduction:

Trinco Petroleum Terminal (Pvt.) Ltd. (TPTL), located at Chinabay, Trincomalee (a port location on east coast of Sri Lanka), is a subsidiary of Ceylon Petroleum Corporation (CPC) incorporated by CPC & Lanka IOC PLC and is committed to build Sri Lanka as an “Energy Hub” of South East Asia.

TPTL has 61 numbers of vertical storage tanks with a capacity of 10,000 MT each in Upper Tank Farm area of Trincomalee which is to be utilized for storage of Petroleum and various other products. The tank farm area also had vacant space which can be utilized for alternate energy and several other related developments.

It is decided to develop 10 vertical tanks out of total 61 tanks, in first phase of development for storage of various petroleum products. It is essential to conduct health assessment study of these tanks since these tanks are almost 90 years old and some of them are remains unused and some were used for storage of marine fuels in the past. These tanks are not in service for past several decades.

Hence it is proposed to conduct Health Assessment Study on the selected group of 10 tanks before taking up actual repairs of the tanks under first phase development work.

## 1.2 Basis of Bid

- 1.2.1 Bids are to be forwarded for **Health Assessment of 10 cone roof vertical riveted tanks at TPTL, Trincomalee.**
- 1.2.2 Additional services provided by the Bidder not covered in this Invitation to Bid shall be stated clearly. If no exceptions are stated, TPTL would assume that Bidder conforms to the most stringent conditions of the Bidding document.
- 1.2.3 Bids are to be forwarded for **Health Assessment of 10 cone roof vertical riveted tanks at TPTL, Trincomalee** as per the Scope of Work stipulated in the Bidding Document

## 1.3 Qualification and Eligibility of the Bidder

- 1.3.1 All bidders shall possess legal rights to supply the Goods/ Works under this contract.
- 1.3.2 All bidders shall be registered with the Registrar of Companies.
- 1.3.3 A bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA) / National Procurement Commission (NPC), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA / NPC, [www.npa.gov.lk](http://www.npa.gov.lk) / [www.nprocom.gov.lk](http://www.nprocom.gov.lk) & [www.treasury.gov.lk](http://www.treasury.gov.lk).
- 1.3.4 Bidder shall have the experience of successfully completed providing similar nature Service in last 03 Years (2019, 2020, 2021).

1.3.5 All bidders shall provide Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

1.3.6 All bidders shall include the following information and documents with their bids:

- (a) List of Services performed for each of the last ten (10) years;
- (b) Experience in Services of a similar nature for each of the last ten (10) years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (c) qualifications and experience of key staff proposed for the Contract;
- (d) any other information which the Bidder assume would be beneficial for the evaluation of the competency of the Bidder to perform the Contract.
- (e) Audited financial statements for last five (05) years.

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

1.4.1 Bidding Document will consist of the followings;

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

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

1.5.1 All Bidders shall furnish following documents along with their Bids. All documents shall be furnished in English language.

- Company Profile including the Bidders' experience in last five years.
- Relevant experience in Service in last 03 Years (2019, 2020, 2021) including the period of contract, details of contact persons and Name of Clients.
- CVs of professional staff
- Schedule of Prices duly completed and signed.
- Form of Bid (**Annex A**) duly completed and signed.
- Form of Bid Security (**Annex B**).

#### **1.6 Sealing and marking of Bids**

1.6.1 Bids shall be submitted in duplicates as per the conditions specified in this Bidding Document. The original and the duplicate of the Bid shall be placed in separate envelopes marked '**ORIGINAL**' and '**DUPLICATE**'. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "**BID FOR THEHEALTH ASSESSMENT OF 10 CONE ROOF VERTICAL RIVETED TANKS AT TPTL, TRINCOMALEE**" on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs on**

**15.09.2022** (to be completed with the time and date specified in the Bidding Document) and shall be addressed to:

Departmental Procurement Committee,  
Trinco Petroleum Terminal (Pvt) Ltd  
Bid for the **Mechanical Inspection and Health Assessment of the 12 Nos. of Oil Storage Tank in Chinabay Upper Tank Farm,**  
Procurement & Stores Function,  
4<sup>th</sup>Floor, No. 609, Dr. Danister De Silva Mawatha,  
Colombo 09. Sri Lanka.

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

### **1.7 Period of validity of Bids**

- 1.7.1 All offers shall be valid for **Sixty (60) days** from the Date of Closing of the Bid. Bidders should however, clearly indicate the maximum period that their offers would be valid. **A Bid valid for a shorter period will be rejected as non-responsive.**

### **1.8 Format and Signing of Bids**

- 1.8.1 The Bidder shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, **“Bid for the Health Assessment of 10 cone roof vertical riveted tanks at TPTL, Trincomalee”** Original and duplicate as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.
- 1.8.2 The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder, or person(s) duly authorized to bind the Bidder to the Contract. **All pages of the Bid except for un-amended printed literature shall be initialed by the person(s) signing the Bid.**
- 1.8.3 Any inter lineation, erases or over-writing shall be valid only if they are initialled by the person(s) signing the Bid.

### **1.9 Clarification of Bidding Document**

- 1.9.1 A prospective Bidder requiring any clarification of the Bidding Document should notify TPTL in writing by hand or post or facsimile at the TPTL's mailing address indicated in the sub clause 1.6 of the Instruction to Bidders of the Bidding Document. Similarly if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage. TPTL will respond in writing to any request for clarification or modification of the Bidding Document that is received not later than Seven (07) days prior to the deadline of submission of Bids prescribed by the TPTL. Copies of the TPTL's response will be sent to all prospective Bidders who have collected Bidding Documents.

### **1.10 Site Visit**

- 1.10.1 The bidder, at the bidder's own responsibility and risk is encouraged to participate for a site visit scheduled to be held at **1000 hrs. on 05.09.2022.** The bidders shall send their authorized representative to participate for this site visit.

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

1.11.1 Chairman, Procurement Committee, TPTL must receive Bids at the address specified in **ITB Clause 1.5**, not later than the **1400 hrs. On 15.09.2022**. Chairman, Procurement Committee, TPTL may, at his discretion, extend this deadline for submission of Bids, by amending the Bidding Documents, in which case all rights and obligations of TPTL and the Bidders will thereafter be subjected to the deadline as extended.

## **1.12 Late Bids**

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

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

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

- a) The Bidders shall provide an Original and a Duplicate, as specified in **the ITB clause 1.8**, of any modifications to his Bid, clearly identified as such in two envelopes, duly marked "**Bid for the Health Assessment of 10 cone roof vertical riveted tanks at TPTL, Trincomalee**". The envelopes shall be sealed in an outer envelope, duly marked "**BID MODIFICATIONS**".
- b) A Bidder wishing to withdraw his Bid shall notify the TPTL in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice may also be sent by Facsimile, but must be followed by the original, by post or by hand not later than the deadline for submission of Bids. The notice of withdrawal shall be addressed given in the clause 1.5, bearing the Bid name and the words "**BID WITHDRAWAL NOTICE**". Bid Withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will deem to be valid.

## **1.14 Closing of Bids**

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

Chairman,  
Departmental Procurement Committee  
Trinco Petroleum Terminal (Pvt) Ltd  
C/o Manager (Planning),  
4<sup>th</sup> Floor, 609, Dr. Danister De Silva Mawatha,  
Colombo 09, Sri Lanka.

Not later than **1400 hrs Sri Lanka local time on 15.09.2022**.

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

### **1.15 Opening of Bids by TPTL**

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

### **1.16 Bid Security Guarantee**

- 1.16.1 The bidder shall furnish as part of its Bid, a bid security or bid securing declaration to a value of Rs. 150,000.00 obtained from a Licensed Commercial Bank operate in Sri Lanka or by making a cash deposit to the TPTL.
- 1.16.2 The Bid Security Guarantee should be valid for Eighty Eight (88) days (i.e. until 10.12.2022) from the date of closing of Bid. A form of Bid Security Guarantee is attached in Annex "B".
- 1.16.3 Any Bid not accompanied by a substantially responsive bid security or bid-securing declaration or a cash deposit in accordance with this clause, shall be rejected.
- 1.16.4 The bid security or bid securing declaration of the unsuccessful bidders shall be returned promptly upon the successful bidder furnishing the performance security.
- 1.16.5 The bid security may be forfeited or the bid securing declaration executed:
  - (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Form of Bid; or
  - (b) If the bidder does not accept the correction of its bid price pursuant to ITB sub-clause 1.19
  - (c) If the successful bidder fails within the specified time to:
    - (i) Sign the Contract; or
    - (ii) Furnish the required Performance security.

### **1.17 Schedule of Prices**

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



## **1.18 Preliminary Examination of Bids**

1.18.1 TPTL will examine the Bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the Bids are generally in order. If not, TLPL may at its discretion call clarifications from the Bidder. The request for clarification and the response shall be in writing within one week's form the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

## **1.19 Correction of Errors**

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

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

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

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

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

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

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

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

a) **Technical Evaluation:**All details requested under sub-clause 1.54 of “Instruction to Bidders” and “Scope of Work”and other technical information requested in this bidding document

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

(a) Making any correction for errors;

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

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

(d) Making appropriate adjustment to reflect discounts offered.

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

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

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

- 1.21.1 The TPTL Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
- 1.21.2 The TPTL Procurement Committee reserves the right to reject any or all Bids or any part thereof, without assigning any reasons. The TPTL Procurement Committee may accept any or all items of an offer, and reserves the right to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.
- 1.21.3 The notice of acceptance of Bid will be sent by facsimile, followed by post to the successful Bidder, to the address given by him in the Bidding Document, soon after the decision of TPTL Procurement Committee.

## **1.22 Award Criteria**

- 1.22.1 Subject to sub-Clause 1.19&1.20 of ITB, the TPTL Procurement Committee will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive lowest evaluated Bid provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 1.22.2 The successful Bidder will be called upon to perform the Contract for **Health Assessment of 10 cone roof vertical riveted tanks at TPTL, Trincomalee** or part thereof conforming to the scope of work.
- 1.22.3 The Successful bidder will be called upon to enter in to an Agreement with TPTL. A Specimen Form of Agreement is attached as annexure – C.

## **1.23 Security Clearance**

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

## **2. CONDITIONS OF CONTRACT**

### **2.1 Performance Security:**

- 2.1.1 The successful Bidder on being notified by TPTL of the acceptance of his bid, shall furnish at his own cost a Performance Guarantee, within fourteen (14) days of such notification issued by a licensed Commercial Bank in Sri Lanka, or a foreign bank with the guarantee confirmed by a licensed Commercial Bank operating in Sri Lanka, and approved by the Central Bank of Sri Lanka and payable to the TPTL on demand in a sum equivalent to 10% of the total Bid value of the accepted Bid. The Performance Security shall be substantially in the format given in Annex D. The period of validity of this performance security shall be the expected period of delivery of services plus one month.
- 2.1.2 If the successful Bidder fails to furnish the Performance Security as aforesaid, his name will be placed in the list of defaulting Contractors. TPTL shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such Bid, as the case may be, at the risk and expense of the successful Bidder.
- 2.1.3 The successful Bidder, in the event of his failure to furnish the Performance Security as required, shall be liable for any losses, costs expenses and damages which the TPTL may sustain in consequence of such failure, and the Bid security shall be forfeited Mode of Payment.

### **2.2 Penalty Charge**

- 2.2.1 A penalty charge up to maximum of 10% of the certified work done will be imposed on the monthly bill for any shortcomings noticed during the month with written notification to the contractor.
- 2.2.2 However this penalty schedule does not make any conjunction with the termination clause and TPTL reserves the rights to terminate as per the clause 2.6.
- 2.2.3 However the penalty charge will apply for this location and only on the amount certified for the particular location on where the lack of performance is identified.

### **2.3 Time Period**

The total time period for completion of work is of 12 Weeks.

### **2.4 Payment Schedule**

Payment will be made according to following schedule

- Ten (10) percent of the lump-sum amount shall be paid upon the completion of mobilization
- Thirty (30) percent of the lump-sum amount shall be paid upon the completion of inspection for the three (3) tanks and acceptance of final report of these tanks by TPTL.
- Thirty (30) percent of the lump-sum amount shall be paid upon the completion of inspection of six(6) tanks and acceptance of final report of these tanks by TPTL.

- Thirty (30) percent of the lump-sum amount shall be paid upon the completion of inspection for ten(10) tanks and acceptance of final report of allthe tanks by TPTL.

## **2.5 Defaults by Successful Bidder**

- 2.5.1 If the successful Bidder, defaults in supplying the said service or otherwise commit a breach of any of the provisions in the Contract with TPTL for the contract “**Health Assessment of 10 cone roof vertical riveted tanks at TPTL, Trincomalee**”, he shall be liable to pay to TPTL all losses, damages and expenses incurred by TPTL, in consequence of such default or breach. Bidders should declare that they had read the Bid 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, and in terms of this Bid.

## **2.6 Security Clearance**

- 2.6.1 The selected companies shall take the full responsibility of their employees especially with regard to the TPTL property and other security requirements required by the government security measures.

## **2.7 Termination**

- 2.7.1 If any shortcomings of the cleaning service are noticed, a warning letter will be issued explaining the shortcomings of the service. The service will be closely monitored for a period of one month from the date of the warning letter is issued. If the service is not improved by the Successful Bidder, TPTL reserves the right to terminate the contract immediately.

## **2.8 Working Days & Hours**

- 2.8.1 Working days will be on continuous basis. The contractor may decide working on weekends confirming the contract will be completed within the timeline mentioned in this this contract. Working hours will be from 7am to 6pm. If the time exceeds 6pm, the contractor should take prior approval from TPTL and conform the safety of the personal and the facility. However, the approval for extending working hours will be solely decided by the TPTL coordinator.

## **2.9 Force Majeure:**

- 2.9.1 Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion Revolution Insurrection, Earthquake or Plagues, the Bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals connected with this service contract.

## **2.10 Arbitration**

- 2.10.1 Any dispute, difference, controversy, claim arising from out of or in connection with this contract or on the interpretation thereof or on the rights, duties obligations or liabilities of any parties thereto or on the operation, breach, termination or invalidity thereof shall be resolved by Arbitration in Colombo, Sri Lanka and shall be governed by Sri Lankan Arbitration Act No. 11 of 1995 by three (03) Arbitrators and the third (03<sup>rd</sup>) Arbitrator shall be appointed by two Arbitrators appointed by the parties.

### 3. SCOPE OF WORK

#### 1. Objective of the Assignment:

- 1.1. To check suitability of the existing tanks for taking up economical repairs.
- 1.2. To assess the serviceability condition of various tanks components such as Tank body plates (Bottom Plates, Shell Plates, Roof Plates), Tank Roof Structure, Tank accessories such as Spiral staircase, Handrails, Earthing Boss, various tank nozzles, manholes, roof vents, Gauge hatch etc.
- 1.3. To account for volume of damage and to ascertain requirement of replacement plates and other components required for repairs of the tanks.
- 1.4. To finalize methodology and sequence of repairs.
- 1.5. To collect data for future maintenance and operation.

#### 2. Broad Scope of Work for Health Assessment Study:

- 2.1. Cleaning of tanks including cleaning of tank bottom plates, tank internals and roof structure, internal and external shell plates, roof plates and peripheral area, disposal of removed materials within UTF premises as per instruction of Site Engineer, to the acceptable level for carrying out inspection and NDT testing of tank plates, accessories and components.
- 2.2. Provision of metallic scaffolding as per specifications mentioned Annex-E for providing safe access to the tank body and various components to safely carry out the Health assessment study.
- 2.3. Under the present Terms of Reference an inspection firm (the “Inspector) is invited to field with testing team to conduct the scope of work described below:
- 2.4. The tanks are made of steel plates connected by riveting method, having diameter of approx. 35.0 mt and average height of 13.5 mt with nominal capacity of 12,500 KL. The tank bottom and tank body will be provided in acceptable clean condition and appropriate scaffolding will be provided for inspection of Tank shell, roof structure and roof access. The suggested inspection methodology and testing works includes following scope:
  - 2.4.1. Testing of Tank Bottom:
    1. Visual inspection: All bottom plates to be visually inspected after required cleaning to remove all attached scales, by using hand cleaning tools. Inspection shall be conducted for visual defects such as rust patches, lamination, excessive corrosion, pitting, holes, cracks, defects, gaps etc. and defective area shall be noted and marked with paint markings.
    2. If bottom plates are found in acceptable serviceable condition than only further testing shall be conducted, otherwise to be declared unserviceable.
    3. Thickness measurement of Bottom Plates: Ultrasonic thickness measurement to be conducted on all bottom plates with minimum thickness measurement at minimum 5 points per plate.

4. Leak testing of Bottom Plates: Vacuum box testing to be conducted on all lap joints of the bottom plate for detection of leaks. The leakage spots shall be marked with paint. Also the probable pitting points in excessive corroded areas to be tested with vacuum box and leakage spot to be marked with paint.
  5. Leak testing of Shell to Bottom joint: Leak testing of Bottom to Shell joint shall be conducted wither by using Corner Vacuum box testing or by using chalk kerosene testing. The leakage spot shall be marked with paint marking.
- 2.4.2. Testing of Tank Shell: It is proposed to conduct shell inspection at eight points along the entire circumference of the tank shell at various levels. Required steel tube scaffolding will be provided at eight points on outer and inner side of the shell.
1. Visual Inspection: Shell plates shall be visually inspected after required cleaning to remove all attached scales by using hand tools. Inspection and noting of visual defects such as rust patches, lamination, excessive corrosion, pitting, holes, cracks, defects, gaps etc. Noticeable defect spots shall be marked with paint marking.
  2. Thickness measurement of Shell Plates: Ultrasonic thickness measurement to be conducted on all course shell plates at designated 8 locations.
  3. Verticality and Circularity check: Verticality to be checked at all 8 designated places and circularity shall be checked at all courses level along the shell and the plumb reading and external shell circumference to be recorded for all courses.
- 2.4.3. Testing of Roof Structure: The wooden planking/ steel grating will be provided over roof structure with access from internal scaffolding provided near shell for accessing roof structure for conducting health assessment.
1. Visual Inspection: Roof structure to be visually inspected after required cleaning by using hand cleaning tools. The section sizes of various roof structure components to be recorded and health condition to be recorded. Defects like, corrosion, thinning, distortion, excessive deflection etc. shall be recorded. All rafter members supporting roof plates shall be checked for visual defects.
  2. Ultrasonic thickness measurement for main roof structure members: Thickness measurements to be conducted for main roof structure members at decided spots. Critically damaged, members shall be recorded and marked for replacement with suitable replacement section.
- 2.4.4. Testing of Roof Plates: In case of depilated condition of available stairs access will be provided through the scaffolding provided on external shell.
1. Visual Inspection: All roof plates to be cleaned using hand tool for conducting visual inspections. The thinning and depression in roof plates shall be critically assessed and shall be avoided while movement of tank roof. Thus areas shall be marked with warning sign and red paint markings. Inspection shall be conducted for visual defects such as rust patches, lamination, excessive corrosion, pitting, holes, cracks, defects, gaps etc. and defective area shall be noted and marked with paint markings.
  2. Thickness measurement of Roof Plates: Ultrasonic thickness measurement to be conducted on all roof plates with minimum thickness measurement at minimum 5 points per plate.

3. Leak testing of Roof Plates: Vacuum box testing to be conducted on all lap joints of the roof plates for detection of leaks. The leakage spots shall be marked with paint. Also the probable pitting points in excessive corroded areas to be tested with vacuum box and leakage spot to be marked with paint.

2.4.5. Testing of Tank Accessories:

1. All tanks accessories such as Spiral Staircase, Handrails, Nozzles, Manholes, Roof Vents, Dip Hatch, Earthing Boss etc. shall be inspected by visual inspection and condition shall be recorded.
2. The ultrasonic thickness testing shall be conducted and recorded for thickness measurement of all nozzles.
3. The missing or damaged portions of staircase, handrails, manhole covers, nozzles, dip hatch covers etc. shall be noted and recorded.

- 2.5. Preparation of as built drawing showing plate pattern shall be developed for the tanks under inspection. The observed defects and thickness measurements shall be marked on these developed drawing using various colors and patterns. The inspector is required to prepare the detailed inspection reports mentioning all observations. The missing, damages, excessively corroded, thinned, unserviceable, body plates/ members / accessories shall be recommended for new provision or for repairs or replacement. Inspector is required to submit detailed inspection report in 4 copies for each tank.

- 2.6. Inspector is required to plan, formulate, document, submit and get approval from TPTL Site in-charge for Job Safety Analysis (JSA) and Safe Operating Practices (SOP) for conducting inspections. Inspector is required to provide all safety gears such as Safety shoes, helmets, safety goggles, boiler suit, full body harness, fall arrester system, hand gloves to their inspection and assistance staff. Inspector is required to follow all safety advises and guidelines advised to them by the location.

**3. Deliverables, Timeline and Organization of Work:**

- 3.1. Due to nature of services that are required, the deliverables associated with the assignment are generally Detailed Investigation Reports, Power Point Slides and As Build Drawings will also be requested in support of the assignment. All material provided should be in English. The description and estimated timing for the main deliverables are outlined below:

Site Visit and preparation and approval of Plan, JSA & SOP	: 1 Week
Health assessment & testing of Tank 1 & 2	: 2 Weeks
Health assessment & testing of Tank 3 & 4	: 2 Weeks
Health assessment & testing of Tank 5 & 6	: 2 Weeks
Health assessment & testing of Tank 7 & 8	: 2 Weeks
Health assessment & testing of Tank 9 & 10	: 2 Weeks
Final Report Submission	: 1 Week

Notes: All deliverables shall be submitted in 4 copies in hard copy and soft copy in editable form.

## 4. SCHEDULE OF PRICES

No.	Item	Qty.	Unit Price	Total Price
1	<b>Health Assessment of 10 cone roof vertical riveted tanks at TPTL, Trincomalee</b>	10		
	Add (.....%) VAT			
	Total			

Grand Total in Words : .....

VAT Reg. : .....

Name of Bidder : .....

Address : .....

.....

.....

Signature of Bidder : .....

Company Seal :

Date : .....



## ANNEX-A: FORM OF BID

**To:** The Chairman  
Procurement Committee,  
Trinco Petroleum Terminal (Pvt)Ltd  
4<sup>th</sup> Floor,  
609, Dr.Danister De Silva Mawatha,  
Colombo 09.  
SRI LANKA

**From:** .....

.....

.....

Sir,

A-1 Having familiarized ourselves **Health Assessment of 10 cone roof vertical riveted tanks at TPTL, Trincomalee**,weoffer to complete the whole of said services in conformity with the said document.

A-2 Unless and until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.

A-3 We understand you are not bound to accept the lowest or any Bid you may receive.

A-4 The Bid, we are offering is complete and fulfils the requirements discussed in the Bidding document.

A-5 We agree to abide by this Bid for the period of Thirty (30) days from the date of opening of the Tender. Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.

A-6 We agree to be bound by the Bid, Bidding Conditions and Performance Guarantee.

A-7 We offer the lump sum fixed price of Sri Lanka Rupees ..... (in words) ..... for the Supply of the service at ....., as detailed out in this Bid Document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Procurement Committee to reject this Bid or to accept.

Dated this ..... day of .....2022

in the capacity of .....

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

Signature .....

Name .....

Address .....

.....

.....

Witnesses:

1. Signature: .....

Name: .....

.....

Address : .....

.....

.....

2. Signature: .....

Name: .....

.....

Address: .....

.....

.....

## ANNEX-B: FORMAT FOR BID SECURITY GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

## ANNEX-C: FORM OF AGREEMENT

*This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between TPTL established under the Companies Act No. 07 of 2007 & having its registered Office at No.609 Dr. Danister de Silva Mawatha”, Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the “TPTL” which terms of expression as herein used shall where this context so requires and admits mean & include the TPTL & its Successors & assigns) of the one part and \_\_\_\_\_ of \_\_\_\_\_ a Company duly incorporated & having its registered Office at \_\_\_\_\_ (hereinafter called the “Contractor” which terms of expression as herein used shall where this context so requires and admits mean & include the \_\_\_\_\_ & its successors & assigns) of the other part*

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

The TPTL and the Contractor agree, as follows: -

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

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

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

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

## ANNEX-D: FORMAT FOR PERFORMANCE GUARANTEE

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

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

.....

**Date** : .....

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

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

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

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

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

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

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

.....

[ Signature(s)]

# **ANNEX-E: 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.

## **Overhead Protection**

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

## **Means of Access**

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

Suggested Scaffolding Regulations for Refinery use

## **Definition of Scaffold Terms**

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

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

### **Ledgers**

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

### **Transoms**

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

### **Braces**

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

### **Ties**

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

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

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

### **Swivel Coupler**

Fitting used to join tubes at any angle.

## **Base Plate**

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

## **Joint Pin**

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

## **Sole Plate**

Wooden plank of suitable size to cover soft ground

## **Independent Tie Scaffolds**

There are scaffolds having two rows of standards

1. All scaffolds should be erected on level and firm ground. Where level ground is not available then the ground directly below the sole plates should be leveled.
2. Excavations manholes, openings, etc. must be covered with larger timber for sole plates. Where several standards are involved a competent engineer must ensure the bridging is adequate for the loads involved.
3. Bricks scrape pieces of timber, breezeblocks, etc. Must not be used as sole plates.
4. Metal base plates must be used to support standards on grounds other than hard concrete floor
5. Standards shall be erected vertically at not more than 6 ft. (2.134 m).
6. Joints in standards must be staggered, i.e. no adjacent joints in the same lift, and should be as near as possible to the ledgers. These joints should be made with joint pins (internal couplers). Swivel joint couplers should not be used for this purpose.
7. Ledgers must be fitted horizontally and secured with 90o load bearing couplers to the inside of the standards, and spaced not more than 6 ft.
8. Joints in ledgers should be avoided as much as possible, but may be made with sleeve couplers and must be staggered (i.e. no adjacent joints in the same bay) and should not be more than 2 ft. (610 mm) from any standard.
9. Transoms should be fixed at both ends to the ledgers with right angle or swivel couplers. The distance between two adjacent transoms shall be not more than 4 ft.
10. Additional transoms must be fitted to ensure that the ends of the boards or planks are supported properly.
11. Ties must be fitted at 20 ft. minimum intervals along the scaffold horizontally over 13 ft. vertically.
12. All ties must be secured with right angle load bearing couplers.



13. At least 50% of all ties should be through ties and must be horizontal where possible and secured to standards or close to standards. Horizontal ties must be fastened both to the internal and external standards or ledgers.
14. Where it is not possible to make all ties through ties intermediate reveal ties may be fitted.
15. The minimum width of the scaffold platforms should be as follows:
  - a) 24" - 2 persons only (no material)  
boards/planks
  - b) 32" - 3 persons and the depositing of materials not more than 25 kg. Passage of persons  
4 boards/planks
  - c) 48" - 4 persons & material up to 50 kg.  
6 boards/planks must be supported by minimum of six standards
16. All scaffolding must be suitably braced
  - (a) Diagonal bracing at right angles to the structure and at alternative pairs of standards are necessary for the full height of the scaffold.
  - (b) Longitudinal or facade bracing to the full height of the structure in the end bays and intermediate locations of 100 ft. may be used.
  - (c) Longitudinal bracing should be fastened to extended transoms by right angle couplers. provided that such transoms are clamped to ledgers or standards with right angle couplers. Bracing, fastened to the standards may be secured by swivel couplers as near to the ledger as possible.
  - (d) Joints in braces should be made by sleeve or parallel couplers.
17. Scaffold boards/planks must be free of large splits, knots, should be bend at both ends.
18. Every scaffold boards/planks longer than 6 ft. should have at least three supports, but needs more supports as in clause 10.
19. No board should overhang it last support by more than 12 inches.
20. Every scaffold board should have a minimum overhang of 6 inches over its last support.
21. The space between two adjacent boards must not exceed 1 inch.
22. Scaffold platforms must be completely boarded out.
23. Every scaffold platform from which a person can fall more than 6 ft. 6 inch. must be fitted with guard rails the height of the guard rail from the platform must be between 3 ft. and 3 ft. 9 inch (1.142 m).

24. The space between the edge of the working platforms and of the equipment must be as small as possible and must never exceed 12 inches. If due to circumstances a gap of more than 12 inches is created, guardrails must be fitted as above.
25. As possibility of displacement exist, from high winds etc. Boards must be fastened down at both ends with suitable clamps.
26. Where platforms become slippery due to oil etc. the boards should either be fastened down at both ends with suitable clamps.
27. Clear access/agrees must be maintained at all times to all scaffolds and all ladders being used to give access must be sound construction.
28. The gap in the guardrail for the ladder access must be as small as possible.
29. Ladder runs must not, under any circumstances, be used to support gangways, runways, or platforms of any nature.
30. Single planks runs must not be used under any circumstances.
31. Ladder landings must be provided at every 30 ft.
32. No part of scaffold be used to support any other load or as a supporting point for a chain blocks ratchet etc.

### **Mobile or United Scaffolds**

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

### Inspection of Scaffolds and Accessories

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

The rated loads shall be

300 kg. for planks 4 ft. long  
200 kg. for planks 6 ft. long

150 kg. for planks 8 ft. long

100 kg. for planks 12 ft. long

5. Every scaffolding clamp and pipe must be numbered.