

**CEYLON PETROLEUM STORAGE
TERMINALS LIMITED**

BIDDING DOCUMENT

FOR

CONSTRUCTION OF YARD AT LBD KKS

KPR/52/2024

Employer:

Chairman,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.

Engineer:

Engineering Manager,
Engineering Function,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.

Issued to :

Issued by :

Date :

June - 2024

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DUBLICATED

SECTION - 1

INSTRUCTIONS TO BIDDERS

Instructions to Bidders applicable to this contract are that given in Section-I of the Standard Bidding Document for Procurement of Works. ICTAD Publication No.ICTAD/SBD/01, Second Edition ,January 2007, published by Construction Industry Development Authority (CIDA), “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.

This publication will not be issued with the Bidding Document and the Bidder is advised to purchase it from CIDA.

Instructions to Bidders shall be read in conjunction with the Bidding Data provided under section-5 of the Bidding Document (Volume 2)

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

DUBLICATED

SECTION – 2***STANDARD FORMS (CONTRACT)***

- *Form of letter of acceptance*
- *Form of agreement*
- *Form of performance security*
- *Form of advance payment security*
- *Form of retention money guarantee*

FORM OF LETTER OF ACCEPTANCE

[LETTER HEADING PAPER OF THE PROCURING ENTITY]

----- *[date]*

To: -----
[name and address of the Contractor]

This is to notify you that your bid dated ----- *[insert date]* for the construction and remedying defects of the ----- *[name of the Contract and identification number]* for the Contract price of -----*[name of currency]* -----*[amount in figures and words]* as corrected in accordance with Instructions to Bidders and / or modified by a Memorandum of Understanding, is hereby accepted.

The adjudicator shall be -----
----- *[name and address of the Adjudicator, if agreed]* / shall be appointed by the Construction Industry Development Authority (CIDA).

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

The Start Date shall be: ----- *(fill the date as per Conditions of Contract)*.

The amount of Performance Security is : ----- *(fill the date as per Conditions of Contract)*.

The Performance Security shall be submitted on or before ----- *(fill the date as per Conditions of Contract)*.

Authorized Signature : -----

Name and title of Signatory : -----

Name of Agency : -----

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
Employer

.....
Authorized signature of

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 Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa.

Date:

PERFORMANCE GUARANTEE NO. :

We have been informed that
..... (Name of Contractor)
(hereinafter called “the Contractor”) has entered into Contract No.
..... (Reference No. of the Contract) dated
..... With you, for the
..... [name of the 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.

.....
Signature(s)

FORM OF ADVANCE PAYMENT SECURITY

.....
.....
(Name and Address of Agency, and Address of Issuing Branch or Office)

Beneficiary Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa

Date:

ADVANCE PAYMENT GUARANTEE NO. :

We have been informed that
..... *(Name of Contractor)* (hereinafter called “the Contractor”) has entered into Contract No.
..... *(Reference No. of the Contract)* dated
With you, for the [*name of contract & brief description*] (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum.....*(amount in figures)*
..... *(amount in words)* 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 date, 28 days beyond the expected expiration Date of the contract)*

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

.....
Signature(s)

FORM OF RETENTION MONEY GUARANTEE

.....
(Issuing Agency’s Name and Address of Issuing Branch or Office)

Beneficiary: Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa

Date:

RETENTION MONEY GUARANTEE NO.:

We have been informed that
..... (Name of Contractor)
(hereinafter called “the Contractor”) has entered into Contract No.
(Reference No. of the Contract) dated
..... With you, for the
..... [name of the 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) 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..... day of
20..... (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)

SECTION – 3

CONDITIONS OF CONTRACT

Condition of Contract that will be applicable for this Contract is that given in Section III of the Standard Bidding Document for Procurement of Works “ICTAD PUBLICATION NO. – ICTAD/SBD/01” Second Edition January 2007 published by Construction Industry Development Authority (CIDA), “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.

This publication will not be issued with the Bidding Document and the Bidder is advised to purchase it from CIDA.

Conditions of Contract shall be read in conjunction with Contract data provided under Section-5 of the Bidding Document (Volume 2).

VOLUME - 02**INVITATION FOR BIDS**

| | |
|---------------------|--|
| SECTION 04 : | FORM OF BID AND QUALIFICATION INFORMATION |
| SECTION 05 : | BIDDING DATA AND CONTRACT DATA |
| SECTION 06 : | SPECIFICATIONS |
| SECTION 07 : | BILL OF QUANTITIES AND DAY WORK SCHEDULES |
| SECTION 08 : | DRAWINGS |
| SECTION 09 : | STANDARD FORMS (BID) |

Invitation for Bids (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

CONSTRUCTION OF YARD AT LBD KKS

The Chairman, Department Procurement Committee, on behalf of the **Chairman, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa** now invites sealed bids from eligible and qualified bidders for “**Construction of Yard at LBD KKS**” as described below.

The works consist of preparing yard area & bowser running area including excavation, soil filling and random macadam. as per describe in BOQ & specification. **The construction period is 30 Days.**

1. Bidding will be conducted through **National Competitive Bidding Procedure.**
2. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements.
Bidding will be conducted through National Competitive Bidding (NCB). Regional preference shall be 5% and CIDA grade preference shall apply as stipulated in public Finance Circular No. 04/2016(ii)

ICTAD (CIDA) registration is required as follows:

| Specialty | Grade |
|---|----------|
| Road Construction/ Highway Construction | C5 or C4 |

3. Qualification requirements to qualify for contract award include
 - i. **Experience Required**
The bidder should have completed at least 02 projects as the main contractor with similar nature and complexity during last 05 years. (If a single contractor couldn't full fill the above grading requirement, joint ventures can be formed for this project).
 - ii. **Financial Required**
 - a) Average annual volume of construction work performed in last three years shall be at least **Rs. 54,000,000.00 (Rupees Fifty-four Million).**
 - b) 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. 36,000,000.00 (Rupees Thirty-Six Million).**
 - c) Audited financial report for last three years (2020-2021,2021-2022, 2022-2023) to be submitted.
 - iii. **Schedule of Key Personnel**
 - a) **One Site Engineer** – NDT (Civil) or equivalent with more than five years' experience in similar works
 - b) One Technical officer - NCT (Civil) or equivalent with more than five years' experience in similar works
4. Interested Interested parties may refer the bidding documents (only for viewing

- purpose) and obtain necessary information through the website www.cpstl.lk and inspect the bidding documents at the address given below from 0900hrs to 1400 hrs of working days.
5. A pre-bid meeting will be held at 1030 hrs on **30.07.2024** via video conferencing method. Please refer our website www.cpstl.lk for pre bid meeting link.
 6. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to the address below from **22.07.2024** until **12.08.2024** during office hours from 0900 hrs to 1400 hrs upon payment of a non-refundable fee of Rs. 4,800.00 The method of payment will be by cash.
 7. Bids shall be submitted on the bidding document obtainable from Procurement Function and duly filled bidding documents may be sent by post/courier under registered cover or sealed cover to reach the Chairman, Department Procurement Committee (Minor), C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya or could be deposited in the tender box kept at the main entrance of CPSTL, on or before 1400 hrs. on **13.08.2024**.
 8. Bids will be closed at 1400 hrs. on **13.08.2024** and will be opened immediately thereafter at the office of Manager Procurement, in the presence of the authorized only one representative of the bidder who chose to attend
 9. In case the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bidding documents in PDF format via email to tenders@cpstl.lk to reach on or before 1400 hrs. on **13.08.2024**, subject to following conditions.
 - i. Submission of the bid via email is at own discretion of the bidder.
 - ii. The title and the closing date of the tender shall be indicated as the subject of the email.
 - iii. Size of an email (with attachment) shall be limited to the maximum of 20 MB. In case the size of an attachment exceeds 20 MB, the bidder is requested to split the attachments and send as separate emails (i.e. 01 of 03, 02 of 03 etc.,).
 - iv. Do not CC/BCC to any other official/personal email IDs of CPSTL staff. Bids sent to any other email IDs is strictly not entertained.
 - v. However, the original bid shall be sent to CPSTL prior to finalize the technical evaluation.
 10. Bids shall be valid up to **12.11.2024**
 11. All bids shall be accompanied by a Bid Security of Rs. **360,000.00** (Rupees Three Hundred and Sixty Thousand). Bid Security shall be valid up to **10.12.2024**

**The Chairman,
Department Procurement Committee (Minor)
C/O Manager (Procurement),
Ceylon Petroleum Storage Terminals Limited
Procurement Function,
1st floor, New Administration Building,
Oil Installation,
Kolonnawa.**

SECTION – 4

- ***FORM OF BID***
- ***QUALIFICATION INFORMATION***

FORM OF BID

Name of Contract: **CONSTRUCTION OF TANK FARM AT LBD KKS**

To: **The Chairman,
Ceylon Petroleum Storage Terminals Limited,**

Gentleman,

1. Having examined the Standard Bidding Document – Procurement of Works (ICTAD/SBD/01 – Second Edition – January 2007), Specifications, Drawings and Bill of Quantities and addenda for the execution of the above – named Works, we/I the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the aforesaid Conditions of Contract, Specification, Drawings, Bill 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/I acknowledge that the schedule forms part of our Bid.
- 3. We/I 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/I agree to abide by this bid for the period stated in the Sub-Clause 15 of Instructions to Bidders or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5. 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/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of 2024 in the capacity of
..... duly authorized to sign tenders for and on behalf of
.....

(IN BLOCK CAPITALS)

Signature :.....
 Name :.....
 Designation :.....
 Address :.....
 :.....
 Witness :.....

QUALIFICATION INFORMATION

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

| | | |
|---|---|-------------------------------------|
| ICTAD Registration | | |
| Registration number | <i>(attach copies of relevant pages from the registration book)</i> | |
| Grade: C 5 or C 4 | | |
| Specialty: Road/Highway Construction | | |
| Expiry Date | | |
| Blacklisted Contractors | | |
| Have you been declared as a defaulted contractor by NPA or any other Agency? (Yes/No) | | |
| <i>(If yes provide details)</i> | | |
| VAT Registration Number | | |
| | | |
| Construction Program | | |
| <i>(attach as annex in the form of bar chart)</i> | | |
| Legal status | | |
| <i>(attach relevant status copies, as annex)</i> | | |
| Value of Construction works performed in last 5 years (average value shall be at least 70 million) | | |
| <i>(attach copies of Certificate of Completion etc. and other documents such as profit-loss and income expenditure statement)</i> | | |
| Year 2018/2019 | LKR | |
| Year 2019/2020 | LKR | |
| Year 2020/2021 | LKR | |
| Year 2021/2022 | LKR | |
| Year 2022/2023 | LKR | |
| 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 LKR 36,000,000.00 | LKR | |
| Value of similar works completed in last 05 years (indicate only the two largest projects) | 1. Value..... Year..... | |
| | 2. Value..... Year..... | |
| Major items of construction equipment proposed | 1. Type Capacity | |
| | 2. Type Capacity | |
| | 3. Type Capacity | |
| | 4. Type Capacity | |
| | 5. Type Capacity | |
| Qualification and experience of key staff – Site & Head Office (Permanent, Contract basis & Consultants) | Technical | Availability with the bidder |
| | 1. Site Engineer (Civil) | (Yes/No) |
| | 2. Technical Officer (NCT Civil. or equivalent) | (Yes/No) |
| | 3. | |
| <i>(attach copy of CVs as annex)</i> | | |
| Any deviation from the scope of work, specifications drawings, bill of quantities and addenda | (Yes/No) <i>(If yes provide the details as annex)</i> | |

SECTION - 5

BIDDING DATA & CONTRACT DATA

DUPLICATE

G. Bidding Data

Instructions to Bidders

Clause Reference

(1.1) The Employer is

Name : The Chairman

Address: Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa

The works consist of excavation, soil filling & compaction, macadam yard, etc. as per describe in BOQ & specification

(1.2) Intended Completion Date is **30 Calendar Days** from the Start Date.

(1.3) The office for collection of bid forms is

**Procurement Manager,
Procurement Function,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.**

The non-refundable fee is Rupees **9,500.00**

The Bid forms will be issued from **22.07.2024** up to **13.08.2024** during normal working hours (from 0900 hrs to 1400hrs)

(2.1) The source of funds is Ceylon Petroleum Storage Terminals Limited **(CPSTL)**

(4.2) The registration required

| Specialty | Grade |
|---------------------------|----------|
| Road/Highway Construction | C5 or C4 |

(4.3) Any Deviation from the scope of work, specifications, drawings, bill of quantities and addenda in the bidding document shall be clearly mentioned in the Bid. Otherwise, the Employer shall proceed with evaluation assuming that the Bidder is adhering to all requirements in the Bidding Document. The following information shall be provided in Section 4:

- * ICTAD Registration;
 - Registration number
 - Grade
 - Specialty
 - Expiry Date

(Copy of the updated Contractors Record Book to be attached)

- * 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 works of a similar nature for each of the last five 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;
 - * Country of origin and manufacture of materials supplied by contractor.
 - * Confirmation letter dated within a month prior to Bid Closing date from a commercial bank operating in Sri Lanka with the authority of a license issued by the Monetary Board (Central Bank of Sri Lanka) on ability to facilitate the credit facility as specified in the Clause 4.4 (iv) in the section 5 for the “Construction of Civil Structures in Product Filling Facilities at LBD KKS”
- (4.4)
- i. Bidder should have experience in the road construction work experience or complexity similar to the Works conforms CIDA Standards as a contractor (at least two projects during last five years - to comply with this requirement, works cited should be at least 70% complete).
 - ii. Average of the annual volume of construction work performed in the last five years shall be at least **Rs. 54,000,000.00 (Rupees Fifty-Four Million)**.
If any bidder’s annual volume of construction work performed in year 2020/2021, 2021/2022 and 2022/2023 is far below the average due the pandemic situation, recent previous years can be considered for evaluation upon request of the bidder.
 - iii. Following technical and managerial staff:
One Site Engineer with BSc. (Civil) with minimum two years’ experience, one Technical Officer with NCT (Civil) or equivalent with minimum 05 years’ experience shall be assigned to the project. This is the minimum requirement and the successful bidder shall assign all other necessary staff to enable compliance with all other contractual stipulations.
 - iv. 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. 36,000,000.00 (Rupees Thirty-Six)**

- (7.1) Site Visit
- Prior to submitting a bid, bidders shall familiarize themselves and shall be deemed to have done so. The bidders shall inform Engineering Manager, Engineering Function, Oil Installation, CPSTL, Kolonnawa (Tel. +94-11-2572214, Fax No. 0094-11-2531328) at least 02 days in advance with their names, NIC Numbers/Passport Numbers so that the CPSTL will arrange required permits for the site visit.
- The bidders are advised to limit the number of persons, for the visit, due to the security reasons, at the Kolonnawa Installation. Site visit will be permitted during 0830 – 1600 hrs except Sundays and mercantile holidays. The cost of such visits shall be borne by the bidder.
- (9.1) Employer's address for the purpose of clarification is;
- Name : The Manager (Procurement),
Address : Procurement Function
Ceylon Petroleum Storage Terminals Limited
Oil Installation
Kolonnawa
- Telephone: 0112572156
Fax: 0112572155
Email : procure@cpstl.lk
- (11.1) The language of the bidding document shall be English.
- (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 subjected to price adjustment in accordance with Clause 47 of the Conditions of Contract.
- (15.1) The Bid shall be valid up to **12.11.2024**
- (16.1) Bid shall include a Bid Security using the form included in Section 9.
- (16.2) Bid Security shall be:
- For an amount **Rs. 360,000. 00 (Rupees Three Hundred and Sixty Thousand)**
 - Valid until **10.12.2024**
 - Securities and Guarantees shall be on demand guarantees issued by a Commercial bank operating in Sri Lanka approved by Central Bank of Sri Lanka.
- (17.0) Pre-Bid meeting shall be together with the site visit
- **30.07.2024 @ 1000** am via video conference method
- (19.2) a The Employer's address for the purpose of Bid submission is
- The Chairman,
Department Procurement Committee (Minor),
Procurement Function.
Ceylon Petroleum Storage Terminals Limited,
Oil Installation,
Kolonnawa

- (19.2) b Contract name: **Construction of Yard at LBD KKS**
Contract No : KPR / 52 / 2024
The deadline for submission of Bids shall be **1400_hrs on 13.08.2024.**
- (28.1) Not applicable
- (34.0) The amount of Performance Security is 5% of the Initial Contract Price.
- (36.0) The Adjudicator proposed by Employer shall be **the Construction Industry Development Authority (CIAD).**
- Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared equally by the Contractor and the Employer.

Contract Data

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

(1.1) The Employer is
Name : The Chairman,
Address: Ceylon Petroleum Storage Terminals Limited
Oil Installation,
Kolonnawa

Employers Representative
Name : Manager (Procurement),
Address: Ceylon Petroleum Storage Terminals Limited
Oil Installation
Kolonnawa

(1.1) The Engineer is
Name: Engineering Manager
Address: Engineering Function
Ceylon Petroleum Storage Terminals Limited
Oil Installation
Kolonnawa

The work consists of excavation, soil filling & compaction, macadam yard etc.

(1.1) The Site is located at new land LBD KKS

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

(8.1) Schedule of other contractors: None

(9.1) Schedule of Key Personnel:

Minimum persons with qualifications and experience to be defined,

| | Technical Designation | Academic Qualification | Experience |
|-----|------------------------------|-------------------------------|-------------------|
| i. | Site Engineer (Civil) | NDT (Civil) or equivalent | 5 years |
| ii. | Technical Officer (Civil) | NCT or equivalent | 5 Years |

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 initial Contract Price**.

The maximum deductible for insurance of the Works and of Plant and Materials is **5% of initial contract price**

- (b) Contractor's Responsibility.
- (d) The minimum cover for personal injury of death, for third party and employees of the Employer and other persons engaged by the Employer in the Works is **Rs. 1,000,000.00** per event.

- 13.2** (a) A copy of insurance policy for the workmen and other employees of the Contractor as per the workmen compensation Act shall be forwarded to CPSTL prior to commencement of the work.

- (17.1)** The Intended Completion Date for the whole of Works shall be **30 days** from the Date of Commencement of Works

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

- (27.1)** The Contractor shall submit a Programme for the Works within **14 Days** of delivery of the Letter of Acceptance.

Working Hours

- i. Normal working hours of CPSTL from Monday to Friday is from 0730 hrs. - 1630 hrs.
- ii. In the work programme Saturday & Sundays also can be considered as a working day and from Monday to Friday up to 1800 hrs also can be considered as a working hour by the contractor. But to work on Saturday & Sundays and up to 1800 hrs the contractor is required to obtain prior permission since the offices are normally closed on Saturdays.
- iii. However, working on statutory holidays, Sundays and after 1800 hrs. on working days will not be permitted.

- iv. Provided always that provision of above (iii) shall not be applicable in the cause of any work which it is customary to carry out, outside normal working hours by rotary or double shifts.
- (27.3) The Programme will be updated **Monthly**
- (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 **180 Days**.
- (39.2) Not Applicable
- (46.1) All Payments shall be made in Sri Lanka Rupees. Other currencies are not allowed to quote.
- (47.1) The Contract Price is not subjected to price adjustment
- (48.1) The retention from each payment shall be **10%** percent of the certified work done.
- The limit of retention shall be **5%** percent of the Initial Contract Price.
- (49.1) The liquidated damages for the whole of the Works shall be **0.003% of Initial Contract Price per Day**
- (50.1) The maximum amount of liquidated damages for the whole of the Works shall be **10%** of the Initial Contract Price
- (52.1) The Performance Security shall be **5 %** of the Initial Contract Price.
- (58.1) Schedule of operating and maintenance manuals.
- (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% of Initial Contract Price**.
- 63.7** The attendance fee payable to the Contractor on nominated sub-contract work shall not exceed 8%

SECTION 6

❖ SPECIFICATIONS

SPECIFICATIONS

The works under this contract shall be executed in accordance with the Specifications given in the following documents issued by the Industry Development Authority (CIDA), “Savsiripaya”, 123, Wijerama Mawatha, Colombo 7.

| Publication No. | Description |
|-----------------|--|
| SCA/4/I | Specifications for Building Works (Vol. I) Third Revision, July 2004 |
| SCA/4/II | Specifications for Building Works (Vol. II) Second Revision, Oct 2001 |
| SCA/8 | Specification for Electrical and Mechanical Works |
| CIDA/SP/102 | Specification for Irrigation & Land Drainage (1 st Edition – January 2017) |

It is implied that the eligible Bidders are fully acquainted with the above Documents and therefore, those will not be issued to the Bidders under This Tender.

However, Bidders may purchase the same if necessary, from CIDA, “Savsiripaya”, 123, Wijerama Mawatha, Colombo 7.

6.1 Scope of Supply by CPSTL

- 6.1.1 Electricity and drinking water that would be supplied to the contractor to undertake this work would be charged from the contractor as per meter estimate. The prospective contractor is required to indicate his requirements of power & water from the CPSTL in his offer for evaluation purposes.
- 6.1.2 The maximum available electrical power supply available to the contractor is 32A, 230V AC, 2 wire (DPIC), 50Hz and will be subjected to following 05 conditions.
- i. Electrical power supply will be provided by CPSTL on the request of the Contractor and charge according to the applicable tariff system, or the Contractor shall have to arrange his own power source.
 - ii. The Electrical Section of CPSTL will provide terminating point to feeding cables through a suitable circuit isolating and interrupting devices such as a circuit breaker or a switch fuse at convenient location, within 150 m from the tank shell. This switch gears will remain the property of CPSTL and contractor has no access to it.
 - iii. The maximum load that the CPSTL electrical section can feed will be 63A, 3 Phases.
 - iv. Power supply will be energized after inspection by the Electrical Engineer of CPSTL provided all requirements in clause 6.2.18 are satisfied.
 - v. CPSTL will reserve the right to disconnect the power supply to the contractor without prior notice, if any of the foresaid conditions are violated.
- 6.1.3 Water can be used through the existing well at CPSTL land.

6.2 Contractor's Scope of Supply

Contractor shall supply all construction equipment, materials, consumables, and other requisites complying to the specification as follows.

- 6.2.1 Supply of all materials for successful completion of the project.
- 6.2.2 Supply of all construction equipment such as poker vibrate, concrete mixer, grinder, welding machines, metal cutting equipment, air compressors, cranes and cutting equipment, material transporting vehicles, jacks, scaffolding materials, planks, tools and other equipment where necessary.
- 6.2.3 Supply of all construction equipment and tool which are required to perform the work.
- 6.2.4 Quality assurance records shall be maintained by the contractor and these records shall be given to Engineer upon completion of each job
- 6.2.5 Construction Utilities
- i. Contractor shall use his own feeder cables and temporary power distribution board sufficiently rated to power the equipment and machinery used at site,

- conforming to CEB regulations in consultation / supervision of Electrical Engineer of CPSTL
- ii. Contractor's power distribution board should consist of adequate over current and earth leakage protective devices for safety of men and machinery.
 - iii. Contractor shall install the feeder cables from the metering point up to the temporary power distribution board as per the instruction & approval of the CPSTL Electrical Engineer.
 - iv. It is a responsibility of the contractor to maintain his switch gear and cable network in good condition, so as to provide, complete safety to men and machinery.
 - v. All portable electrical appliances used inside the tank shall be at low voltage, 110V, 1 Phase and should be fed through a centre earthed transformer.
 - vi. The whole electrical installation of the contractor should conform to IEE wiring regulations (16th Edition) published by the Institution of Electrical Engineers (I.E.E), London.

6.3 Contractor's Scope of Work and Specifications

6.3.1 Site Cleaning

Work site shall clean before commence the work, while execution of the work and after completion of the works. Debris and all removed material shall be properly disposed at a suitable location off the site as directed by the Engineer and usable material shall be handed over to CPSTL

6.3.2 Excavation

Excavation work includes,

- i) Trimming and levelling edges, bottom face of excavation.
- ii) Compaction and testing of excavated area where necessary
- iii) Keeping all excavation free from storm and/or percolating water as required or directed by the Engineer to keep excavation dry.
- iv) Necessary Planking and strutting.
- v) Debris and excavated material shall be transported and stack at proximity location within CPSTL premises as directed by the Engineer.
- vi) Working space where necessary.
- vii) It is contractor responsibility to take necessary safety precaution to avoid the damages to adjacent structures while carrying out the excavation and demolition work
- viii) Bulking after excavation.
- ix) Excavation work for foundation, drains and manholes etc. shall be backfilled after completing the work

SECTION - 7

BILL OF QUANTITIES

DUPLICATE

PREAMBLE TO THE BILL OF QUANTITIES

1. This Bill of Quantities contains pages numbered **from 34 to 35** Tenderers are requested to see that no page is missing, nor duplicate and that all TRADES are carried to **SUMMARY** at the end of the Bill of Quantities.
2. The Conditions of Contract, the Specifications and the Drawings are to be read in conjunction with the Bill of Quantities.
3. The cost of complying with all conditions, obligations and liabilities described in the Conditions of Contract, Specifications and the Bill of Quantities including all overhead charges and profit in carrying out the work as shown on the Drawings shall be deemed to be spread over and included in the prices of sums stated by the Bidder in the Bill of Quantities unless separately measured.
4. If the Bidder fails to price any items in the Bill of Quantities then the cost of the work under such items shall be held to be spread over and included in the prices given against other items of work.
5. The quantities set out in the Bill of Quantities are provisional and cover the approximate scope of the work anticipated to be performed by the Contractor. The actual quantities used for final measurement purposes will be determined by the Engineer by measurement of the work completed by the Contractor.
6. Where trade names, brands and or Catalogue Numbers are referred to, sole preference to any material or equipment is not intended. Any other material or equipment may be used, provided that the characteristics of type, quality, appearance, finish, method of construction and / or performance is superior to the specified.
7. Whenever the method of measurement is not clear from the documents available, the principles as given in the Sri Lanka Standard 573, 1999 [Revision] Method of Measurement of Building Works shall be applicable.
8. Selected tenderer shall comply with the arrangement of work in the buildings and be ready to work part by part as required by the Authorities of the Employer
9. Items in the Bill of Quantities marked "PROVISIONAL SUM" shall be executed if they are the subject of a written instruction from the Engineer. The rate/amount to be paid for works under Provisional Sum Items may based on any one of the following methods or as approved by the Engineer.
 - i. Rates as in Bill Items where applicable.
 - ii. Cost supported by purchase Bills from State Organizations or approved suppliers + 12%
 - iii. Amount paid to the sub-contractors as approved by the Engineer + 12%
10. The unit and lump sum prices of the Bill of Quantities (referred to as the Contract Rates) shall, except in so far as is otherwise provided for under the Contract, be deemed to cover all obligations set out in the Contract, and all matters or things necessary for the proper completion and maintenance of the Works, and shall be fixed and binding upon the Contractor.

11. Unit prices when applied to the quantity of work performed under the Contract shall, and other sums specifically determined under the provisions of the Contract, constitute full remuneration to the Contractor under the Contract.
12. Each item shall be priced by the Tenderer in Sri Lanka Rupees.
13. Rates for items in this Bill of Quantities shall be inclusive for hauling, transporting, loading, unloading, spreading, heaping, supporting, scaffolding, welding, and for laps, unless otherwise specifically stated.
14. Unless otherwise specifically stated in Bill of Quantities or herein, the following shall be deemed to be included with all items: -
- i. Labour and all costs in connection therewith.
 - ii. Materials, goods and all costs in connection therewith.
 - iii. Tools, plants, hoisting plants and all costs in connection therewith.
 - iv. Waste of materials.
 - v. Square cutting.
 - vi. Establishment charges, overhead charges and profit.
 - vii. All setting out works.
 - viii. For providing of method statements, calculations, proposals by Contractor, shop drawings
 - ix. All straight cutting & waste
 - x. Bending fabricating & hoisting
 - xi. Welding drilling for bolts & bolting
 - xii. Rolling margin
15. If tenderers are anticipating to give any discount, it shall be marked separately in the space allocated in the summary of Bill of Quantities. Provisional Sums shall not be considered when calculating discount.
16. All materials, equipment supplied shall be new, unused without any defects.
17. All materials used in the Works shall be of the best quality of their respective kinds as specified and shall be obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed or, where tests are not laid down in this Specification, with the requirements of the latest issue of the relevant British Standards or other Standards approved by the Engineer.
19. Metric units are used throughout the Bill of Quantities for measurement purposes unless otherwise indicated. Abbreviations used in the Contract are as follows: -
- | | | |
|----------------|---|-----------------------------|
| L.S. | - | Lump Sum |
| P.S. | - | Provisional Sum |
| m | - | Metre |
| m ² | - | Square metre |
| kg | - | kilograms |
| No | - | Numbers |
| Rs. Cts. | - | Sri Lankan Rupees and Cents |

m³ - Cubic metre

GENERAL

It is the tenderer's responsibility to see that the prices include for complying with all the requirements of the other documents whether specifically referred to in Bill of Quantities.

The Tenderer is advised to visit the site of the proposed work and it is the responsibility of the Tenderer to ascertain the conditions governing access to the site, the extent of working space storage area etc.

The rate for each item shall also include for all the following.

- 1) Labour and all connected cost.
- 2) Materials and goods including all connected cost.
- 3) Complying with regulations of the Municipal Council and/or any other relevant authority under which particular item of work is to be executed unless otherwise included in the preliminaries.
- 4) Plant and equipment unless and otherwise included in preliminaries.
- 5) Protecting and clearing.
- 6) In addition to above, the rate for item of work in substructure shall include for the works at depth extending below ground water table where applicable including excavation under water, removal and disposal of mud, sand and preparation of place to a condition suitable for proper execution of the work.

Formwork has been measured the net contact surface measurement between concrete and formwork to beams, columns and casings deemed to include ends.

Quantities for ABC, Soil are measured as compacted quantity.

Hooks, laps etc. have been measured with the quantities in reinforcement.

The measurement for excavation shall be taken according to Sri Lanka standard 573: 1999.

Day work rate only applicable for the work which are not expressed nor implied in specifications, drawings and BOQ. Contractor shall take prior approval for day work from the Engineer.

The contractor shall state under item 1 below, the rate per hour irrespective of public holidays, etc. required for work ordered to be executed as Day work at the site of the works.

Day work rates quoted shall also cover all the expenses of the contractor such as supervision, repairing and maintaining the tools necessary to each class of workman and particularly his profit & overhead expenses without any Taxes and / or Levies.

The contractor shall state, the rate per hour for use of plant in good working condition and include for the cost of fuel, lubricants, transport to and from site wages & allowances of the operators, any other expenses and contractor's profit & overheads without any taxes and / or Levies

SECTION – 8

DRAWINGS

DUPPLICATE

| No. | Description | Dwg. No. |
|------------|--------------------------------|-----------------|
| 01 | Proposed General Layout | 1918 |
| | | |

SECTION – 9

STANDARD FORMS (BID)

DUPLICATE

FORM OF BID SECURITY

*[this 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 Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa.

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]* (hereinafter called "the Bidder") has submitted to you its bid dated -----*[insert (by issuing agency) date]* (hereinafter called "the Bid") for the 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”); 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 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 |
|---|-----------------------|-----------------------|------------------|
| Form of Bid | | | |
| Addressed to the Employer? | 18 | | |
| Completed? | 18 | | |
| Signed? | 18 | | |
| Bid Securing Declaration Form (if required) | | | |
| Properly filled and signed | 16 | | |
| Bid Security (if required) | | | |
| Address to the Employer? | 16 | | |
| Format as required? | 16 | | |
| Issuing Agency as specified? | 16 | | |
| Amount as requested? | 16 | | |
| Validity 28 days beyond the validity of Bid? | 16 | | |
| Qualification Information | | | |
| All relevant information completed? | 4 | | |
| Signed? | 4 | | |
| Addendum | | | |
| Contents of the addendum (if any) taken into account? | 10 | | |
| Bid package | | | |
| 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 | | |

BILL OF QUANTITIES

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

ENGINEERING FUNCTION

JOB : DEVELOPMENT OF YARD AT LBD KKS

BOQ No: E/13/2024

| Item | Description | Unit | Qty | Rate (Rs) | Amount (Rs) |
|----------|--|----------------|-------|-----------|-------------|
| A | <i>Preliminaries</i> | | | | |
| A -1 | Allow lump sum for providing temporary facilities for storage of materials, office for construction staff, sanitary facilities & remove all temporary hut after the completion of project. (120 sqft area). | Item | 1 | | |
| A -2 | Allow lump sum for site cleaning before starting work, day to day work & after complete the construction work as per Engineer instruction. | Item | 1 | | |
| | Total carried to summary | | | | |
| B | <i>Yard Improvement with Random Macadam Surface</i> | | | | |
| B-1 | Supplying & Filling with approved quality borrowed soil (gravel soil) including spreading, watering and compacting in 150mm layers using vibrating roller/plate compactor (Compaction not less than 95% of Proctor Dry Density & measured on compacted volume) . | m ³ | 3,000 | | |
| B-2 | Supply and placing of 100 x 100 mm' rubble base, supply, spreading and rolling 37.5mm, 19mm and 12.5mm up to 150 mm depth. (compacting with 8-10 ton static roller) | m ² | 5,000 | | |
| B-3 | Supplying & lying of Bitumen first coat using 2 l/m ² including blinding with river sand or 5 mm metal chips 125 m ² /m ³ and de rolling. | m ² | 5,000 | | |
| B-4 | Supplying & lying of Bitumen second coat using 1 l/m ² including blinding with river sand or quarry dust 125 m ² /m ³ and de rolling. | m ² | 5,000 | | |
| | Total carried to summary | | | | |

SUMMARY

| | | | |
|---|--|--------------|--|
| A | Preliminaries | Rs. = | |
| B | Yard Improvement with Random Macadam Surface | Rs. = | |
| | | | |
| | SUB TOTAL - 1 | Rs. = | |
| | DISCOUNT () | Rs. = | |
| | SUB TOTAL - 2 | Rs. = | |
| | SSCL 2.5% | Rs. = | |
| | SUB TOTAL - 3 | Rs. = | |
| | 18% VAT | Rs. = | |
| | TOTAL AMOUNT | Rs. = | |

Total amount in words :-.....

.....

VAT registered no :-.....

Name of Tenderer :-.....

Address :-.....

.....

.....

Date

.....

Signature of Tenderer