

**CEYLON PETROLEUM STORAGE
TERMINALS LIMITED**

BIDDING DOCUMENT

FOR

**RENOVATION AND PAINTING OF
CALIBRATION GANTRY AND PUMP HOUSE
AT ZONE 04 KOLONNAWA INSTALLATION.**

KPR/02/2024

Employer:

Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa
Wellampitiya

Engineer:

Engineering Manager
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa
Wellampitiya

Issued to:.....

Issued by:.....

Date:.....

November 2024

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**CEYLON PETROLEUM STORAGE
TERMINALS LIMITED**

**RENOVATION AND PAINTING OF
CALIBRATION GANTRY AND PUMP
HOUSE AT ZONE 04
KOLONNAWA INSTALLATION.**

BIDDING DOCUMENT

VOLUME - 01

SECTION 01 : INSTRUCTIONS TO BIDDERS
SECTION 02 : STANDARD FORMS
SECTION 03 : CONDITIONS OF CONTRACT

Employer:

Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.

Engineer:

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

November 2024

SECTION 01

INSTRUCTIONS TO BIDDERS

DUPLICATE

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/03, Second Edition ,January 2007, published by the Construction Industry Development Authority (CIDA), “Savsiripaya”, 123, WijeramaMawatha, Colombo 07.

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.

SECTION 02

STANDARD FORMS (CONTRACT)

Letter of Acceptance

Agreement

Performance Security

Advance Payment Security

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 Institute for Construction Training and Development (ICTAD).

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: -----

FORM OF AGREEMENT

This AGREEMENT made the (day) (month) (year) between

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

.... (name and address of the contractor) (hereinafter called and referred to as “the Contractor”), of the other part:

WHEREAS the Employer desires that the Contractor execute.....

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

The Employer and the Contractor agree as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract hereinafter referred to.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this agreement, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execute and complete the Works and remedy any defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this agreement to be executed the day and year aforementioned, in accordance with laws of Sri Lanka.

.....
Authorized signature of Contractor

.....
Authorized signature of Employer

COMMON SEAL

COMMON SEAL

In the presence of:

Witnesses:

1. Name and NIC No. :

Signature:

Address:

2. Name and NIC No. :

Signature:

Address:

**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 the 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

.....
(Issuing Agency’s Name 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 the 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 03
CONDITIONS OF CONTRACT

DUPLICATE

CONDITIONS OF CONTRACT

Conditions of Contract that will be applicable for this Contract is that given in section- 3 of the Standard Bidding Document for Procurement of Works “CIDA Publication No. ICTAD/SBD/03, Second Edition, January 2007, published by the Construction Industry Development Authority (CIDA).

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

DUPLICATE

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

RENOVATION AND PAINTING OF CALIBRATION GANTRY AND PUMP HOUSE AT ZONE 04 KOLONNAWA INSTALLATION.

BIDDING DOCUMENT

VOLUME - 02

	INVITATION FOR BIDS
SECTION 04 :	FORM OF BID AND QUALIFICATION INFORMATION
SECTION 05 :	SCHEDULE
SECTION 06 :	SPECIFICATIONS
SECTION 07 :	BILL OF QUANTITIES AND DAY WORK SCHEDULES
SECTION 08 :	DRAWINGS
SECTION 09 :	STANDARD FORMS (BID)
	CHECK LIST FOR BIDDERS

Employer:

Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa
Wellampitiya

Engineer:

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

November 2024

INVITATION FOR BIDS (IFB)**CEYLON PETROLEUM STORAGE TERMINALS LIMITED****RENOVATION AND PAINTING OF CALIBRATION GANTRY AND PUMP HOUSE AT ZONE 04, KOLONNAWA INSTALLATION.****CONTRACT NO: KPR/02/2025**

1. 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 “**Renovation and painting of Calibration Gantry and Pump House at Zone 04 Kolonnawa Installation**” consisting of necessary repair work to hand rails, steel floors, Gutters and down pipes and painting of structures and piping work etc. as specified in Bill of quantities and as directed by Engineer. The Construction period is **90 Calendar Days** from the start date.

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

CIDA registration required

Specialty and Grade : Building works- Grade C7 or C6
or
Heavy steel fabrication - Grade EM 4

3. Qualification requirements to qualify for contract award include:

- a) Details of 2 nos. similar projects performed in last five years. Minimum value of a project should be Rs. 4,000,000.00 (Four Million)
- b) Schedule of Key Personnel
 - i) 01 Technical officer - NDT(civil/Mech) or equivalent with more than three years experience in similar works.

4. 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 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 **06.01.2025** until **22.01.2025** during office hours from 0900 hrs to 1400 hrs upon payment of a non-refundable fee of Rs. **3,000.00** The method of payment will be by cash.

6. 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 **23.01.2025**.

7. Bids will be closed at 1400 hrs. on **23.01.2025** 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
8. 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 **23.01.2025**, 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.
9. Bids shall be valid up to **10.04.2025** days from the date of closing of bids.
10. All bids shall be accompanied by a Bid Security of **Rs. 80,000.00** (Rupees Eighty Thousand Only). Bid Security shall be valid up to **08.05.2025** from Submission date.
11. Any of the following party who wishes to submit a bid, shall register himself at the Department of Registrar of Companies www.drc.gov.lk (e-ROC) as per the Public Contracts Act, No. 03 of 1987 for every public contract value exceeding Sri Lankan Rupees **Five million (LKR 5,000,000)**.
 - i. An agent, sub-agent, representative or nominee must be registered **prior to the closing of the Bid/Tender**.
 - ii. If the tender applicant and the tenderer is the same party he must be registered prior to the **award of the tender**.

However, this registration will be verified by CPSTL at the preliminary evaluation of Bids. In case of failure to meet this legal requirement, the Bid shall be rejected.

Contact details of the Registrar: Department of Registrar of Companies, "Samagam Medura", No. 400, D R Wijewardena Mawatha, Colombo 10 / Tel.: +94-11-2689208 / +94-11-2689209 / Email: registrar@drc.gov.lk (Contact details may vary from actuals & CPSTL does not take any responsibility in this regard)

The address(es) referred to above is (are):

**The Chairman, Procurement Committee (Minor),
C/o Manager Procurement,
Ceylon Petroleum Storage Terminals Limited,
Procurement Function, New Building,
Oil Installation, Kolonnawa, Wellampitiya.**

Telephone: +94 11 2572156, +94 11 2572155 Facimile : +94 112074299

E-mail: procure@cpstl.lk

SECTION 04

FORM OF BID AND QUALIFICATION INFORMATION

DUPLICATE

FORM OF BID

Name of Contract: RENOVATION AND PAINTING OF CALIBRATION GANTRY AND PUMP HOUSE AT ZONE 04 - KOLONNAWA INSTALLATION.

To: The Chairman,
 Department Procurement Committee (Minor),
 C/O Manager Procurement,
 Ceylon Petroleum Storage Terminals Limited,
 Oil Installation Kolonnawa,
 Wellampitiya

Gentlemen,

1. Having examined the Conditions of Contract given in the Standard Bidding Document-Procurement of Works[ICTAD/SBD/03-Second Edition January 2007] Schedule, 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 defect therein in conformity with the said Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda for the sum of Sri Lanka Rupees.....

 (LKR.) or such other sums as may be ascertain in accordance with the said Conditions.
2. We/I acknowledge that the Bidding Data form part of our Bid.
3. We/I undertake, if our Bid is accepted, to commence the work as stipulated in the Contract data and 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 Instruction to Bidders or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this.....day of.....20... in the capacity ofduly 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)

		Eligibility Requirement	Bidder's Qualification
CIDA Registration			
Registration number	(attach copies of relevant pages from the registration book)		
Grade	C7 or C6- / EM 04		
Specialty	Building / Heavy steel Fabrication		
Expiry Date			
Blacklisted Contractors			
Have you been declared as a defaulted contractor by NPA or any other Agency?			(Yes/No)
IF yes provide details			
IF yes provide details			
VAT Registration Number			
Construction Program		(attach as annex)	
Legal status		(attach relevant status copies, as annex)	
Value of similar works completed in last 5 years (indicate only the two largest projects - minimum value Rs. 4 Million)		1. Value Year 2. Value Year 3. Value Year (attach copies of Certificate of Completion etc., as annex)	
		Eligibility requirement	Bidders qualification
Qualification and experience of Key staff	Category	Required	Proposed by bidder (Name, experience and Qualifications)
	Experience and Qualifications	Nos.	
	1		
	2		
	3		
		(

Signature of the Bidder:.....

SECTION 05

SCHEDULE

DUPLICATE

Schedule

DUPLICATE

ITB Clause	Conditions of Contract Clause	Item	Data
1.	1.1.8	Employer is :	Name: Ceylon Petroleum Storage Terminals Limited Address : Oil Installation, Kolonnawa Wellampitiya
	1.1.10	Engineer is :	Name : Engineering Manager Address : Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya
1&13	1.1.21	Summary of Works	Repair work to hand rails, steel floors, Gutters and down pipes and painting of structures and piping work as specified in Bill of quantities and as directed by Engineer Location: : Kolonnawa Installation. Contract Name: RENOVATION AND PAINTING OF CALIBRATION GANTRY AND PUMP HOUSE AT ZONE 04 - KOLONNAWA INSTALLATION.
1.	1.1.14	Intended Completion Date	Intended Completion Date is The Construction period is 90 Calendar Days from the start date.
2.		Source of Fund	The source of funds is Ceylon Petroleum Storage Terminals Limited (CPSTL)
3.		Eligibility	The Requirement is CIDA registration Specialty: Building works / Heavy steel fabrications Grade: C7 or C6 / EM 04
12.		Documents of the Bid	Any other information.....
13.	10.10	Price Adjustment	The Contract is not subject to price adjustment.

16. Bid Security
- The amount of Bid Security shall be for an amount of **Rs. 80,000.00 (Rupees Eighty Thousand only)** (without VAT) from a reputed commercial bank.
- The Tender Guarantee should be in one of the following forms
- A receipt for cash deposit paid to the Accountant, Ceylon Petroleum Storage Terminals Limited, 1st Floor, New Administration Building, Oil Installation, Kolonnawa in favor of the name of the Chairman, Ceylon Petroleum Storage Terminals Limited.
 - A guarantee from a commercial bank approved by the Central Bank of Sri Lanka operating in Sri Lanka.
 - Guarantee fund
- The format of the Bid Security (unconditional guarantee) included in Section 2, Standard Forms.
The validity of Bid Security shall be till **08.05.2025**
- Failure to submit the **Original Bid Security** at the time, or before the closing of the bids, and in accordance with the above said requirements, and in the format provided (in case of bank guarantee), will result in the bid being rejected.
31. 4.4 Performance Security
- Amount of Performance Security required is **5 %** of the Initial Contract Price.
The form acceptable for the Performance Security (unconditional) included in Section 2, Standard Forms.
The Performance Security shall be valid and kept alive for 28 days beyond the intended completion date.
- 6.4 Late Completion
- The amount to be paid is Rs. 1/1000th of Initial Contract Price per Day, subjected to maximum of **10 %** of Initial Contract Price.
- 8.1 Notification of Defects
- The period for Defect Notification is **180 Days** from Taking Over.
- 10.3 Retention
- The amount of retention is 10% of certified work done.
The maximum amount of retention is 5% of Initial Contract Price.
- 10.12 Advance Payment
- Amount of advance payment shall be **20%** of initial contract price (less provisional sums and contingencies).
Upon the payment of the advance payment in full the Employer shall return the original of the advance payment guarantee to the Contractor.
No advance payment will be made in respect of constructional plant.

	13.1(c)	Insurance, third party	Minimum amount for third party insurance is Rs. 1,000,000.00
	13.1	Insurance for contractor's Personal	Minimum amount for Insurance for Contractor's Personnel is Rs. 1,000,000,00
33.	1.1.11	Adjudicator	CPSTL does not propose any Adjudicator in case of any dispute. An adjudicator shall be appointed by the Appointing Authority who shall be the Construction Industry Development Authority (CIDA).
	14.0	Resolution of Disputes	Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared by the contractor and the Employer. 50% by the Employer and 50% by the Contractor
		Minimum amount of Interim Certificates	Rs. 1,000,000/=

**PARTICULAR APPLICATION INCLUDING GENERAL NOTES FOR ICTAD
CONDITIONS OF CONTRACT**

Clause 2.3: ENGINEER'S INSTRUCTIONS

This shall be read in conjunction with Clause 2.3 of General Conditions of Contract.

- a) Any additional detail drawings issued to the contractor to assist him in his work during the course of construction shall not constitute a variation if it is given for purpose of clarity.
- b) The entries made in the Log book maintained at the site is taken as sufficient notice to the contractor in such matters necessary for the day to day execution of work.

Clause 6.1: EXECUTION OF THE WORKS

This shall be read in conjunction with Clause 6.1 of General Conditions of Contract.

- a) Working Hours
 - i. Normal working hours of CPSTL from Monday to Friday is from 0730 hrs. to 1645 hrs.
 - ii. In the work programme Saturday also can be considered as a working day and from Monday to Friday up to 1800 hrs also can be considered as a working hours by the contractor. But to work on Saturday 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.

Clause 6.2: PROGRAMME

With reference to Clause 6.2 of General Conditions of Contract and additional to it, the programme of work shall be submitted within 14 days after receipt of letter of award.

Contractor should arrange his work in such a way that it will not interfere the day-to-day operational work of the kolonnawa Installation.

There shall be provisions made in the programme of work to cater for the acts and risks beyond control as stated in the conditions of the contract.

Contractor shall change this sequence of work,

- a) On the approval of the Engineer and if it is not affected to day to day operational activities of the Kolonnawa Installtion.
- b) If Engineer is instructed to change the sequence of work due to unavoidable reasons.

Clause 12.1: CONTRACTOR'S CARE OF THE WORKS

This shall be read in conjunction with Clause 12.1 of General Conditions of Contract.

Special Safety Conditions

- i. Fire blanket are to be laid before starting hot work at site where ever required.
- ii. The work/workers should conform to the Fire & Safety rules and regulations of CPSTL and they should wear safety belts when working at high elevations.
- iii. Before work of any nature is commenced in any area it is necessary to obtain excavation permits, safety certificates and if the work involves sparks or flames also a hot work permit from the Fire & Safety Section of the CPSTL, Kolonnawa depending on nature of work. All precautions stipulated in these documents must be observed by the contractor and his employees. If the work cannot be completed in the period for which these documents are valid the work shall be discontinued until the documents have been renewed.
- iv. The Kolonnawa Installation is security restricted area and all contractor's personnel shall abide by the security regulations prevailing and those which might be enforced as and when necessary due to changed circumstances.
- v. All contractor's personnel and their vehicles will be required to obtain gate passes before enter in to the Kolonnawa Instalation. Those who possess valid police clearance are eligible to obtain gate passes. Safety clearances to be obtained before enter to the tank farm.
- vi. The contractor shall, except if and so far as the contract provides otherwise, indemnify the CPSTL against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to:
 - a. the permanent use or occupation of land by the works or any part thereof;
 - b. the right of the CPSTL to execute the works or any part thereof on, over, under, in or through any land;
 - c. injuries or damage to persons or property resulting from any act or neglect of the CPSTL, his agent, servants or other Contractors, not being employed by the Contractor, or for or in respect of any claims proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the damage or injury.

ADDITIONAL CONDITIONS OF CONTRACT

Clause A1 : LATRINES

Contractor's workmen shall be forbidden to soil the site. Contractor therefore shall provide at his own expense all necessary latrines and sheds for the use of the workmen at a position approved and maintain same clean in sanitary condition

and clear away and leave the site perfectly clean on completion of the works. The Contractor shall at all times comply with all by laws and requirements of the local authorities regarding sanitation.

Clause A2 : BONUS FOR COMPLETION

There shall be no bonus applicable to this contract.

Clause A3 : EQUIPMENT, PLANT & MATERRIAL

- a. EQUIPMENT AND PLANT - Unless otherwise specified the contractor shall furnish all necessary and suitable equipment, plant and labour of all description for the safe, speedy and workmanlike execution of all works entrusted to him and the Engineer shall have power to order amendment to all or any of such equipment etc. If he feels that it is inadequate or unsuitable.
- b. REMOVAL OF MATERIALS - Any materials removed from existing Building or works during additions, improvements, demolitions, alterations, etc. Are to be carefully stacked at the site and are to be handed over to the Engineer. The contractor will be held responsible for, in the event of any such material being lost, or misplaced, and the contractor must refund to the Employer the value of such missing materials valued at current rates or prices.

Clause A4: WATER

Water supply connection from source has to be obtained by the contractor during the period of construction. Water for the construction, curing and other purpose has to be supplied by the contractor at his own expense.

Clause A5: SECURITY

Selected contractor shall get the entry permission and shall follow the security regulations of the Ceylon Petroleum Storage Terminals Limited (CPSTL). **It is very important to produce police clearance certificate to obtain security gate pass.**

Clause A6: TAXES AND LEVIES

Rate for all items in Bill of Quantities and Day work schedules should not be included the VAT and any other Tax or Levy. VAT Registered Number shall be mentioned at the grand summary of Bill of Quantities.

Clause A7: ANALYSIS OF RATES

Tenderers shall submit an analysis of rates for any item or items if called upon to do so by the Engineer in an event of a dispute. The Engineer's assessment will be the final.

Clause A8: SAMPLES

Rates of all items shall be inclusive of providing samples, when requested by the Engineer for the approval. No extra payments will be allowed for submission of samples and for samples rejected by the Engineer.

Clause A9: DIMENSIONS

All dimensions for the items stated in this Bill of Quantities, Drawings and Specifications should be checked at the site by the Contractor prior to commencing all such work. In the event of any discrepancies, the Contractor is advised to inform the Engineer for necessary instructions, well in advance prior to commencing ordering, fabrications etc..of such items.

SECTION 06
SPECIFICATIONS

DUPLICATE

SPECIFICATIONS

The works under this contract shall be executed in accordance with the Specifications given in the following documents issued by the Construction Industry Development Authority (CIDA), “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.

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/3/2	Specifications for Water Supply Sewerage and Storm Water Drainage Works, Second Edition, April 2002
SCA/8	Specification for Electrical and Mechanical Works associated with Building and Civil Engineering, Sri Lanka, Second Edition, August 2000

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. Electrical power supply for construction work

The maximum available electrical power supply available to the contractor is 45kVA, 400V AC, 4 wire (TPN), 50Hz and will be subjected to following 06 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 work site. This switch gears will remain the property of CPSTL and contractor has no access to it.
 - (iii) Contractor shall supply and install feeder cables and temporary power distribution board rated to feed his equipment with necessary protective gear.
 - (iv) The maximum load that the CPSTL electrical section can feed will be 63A, 3 Phases.
 - (v) Power supply will be energized after inspection by the Electrical Engineer of CPSTL provided all requirements in are satisfied.
 - (vi) CPSTL will reserve the right to disconnect the power supply to the contractor without prior notice, if any of the foresaid conditions are violated.
- 6.1.2. Water supply connection from source has to be obtained by the contractor during the period of construction. Water for the construction, curing and other purposes has to be supplied by the Contractor at his own expense.

6.2. Contractor's Scope of Supply

Contractor shall supply construction equipment, materials, consumables and other requisites as follows;

- 6.2.1. Supply of all materials for successful completion of the project.
- 6.2.2. Supply of all consumables such as welding electrodes, gas for cutting, grinding discs, temporary erection materials and all other consumables necessary for the proper execution of the job.
- 6.2.3. Supply of all construction equipment such as welding machines, metal cutting equipment, air compressors, cranes and cutting equipment, material transportation vehicles, rigging equipment, jacks, scaffolding materials, planks, corrugated metal sheets, fire blankets and tools and other equipment where necessary.
- 6.2.4. Supply of all inspection and testing equipment to perform necessary inspection and testing.
- 6.2.5. All drawings, method statements, time schedules, as built drawings and other related documents shall be prepared and submitted by the contractor.

6.2.6. Quality assurance records shall be maintained by the contractor and these records shall be given to Engineer upon completion of each job.

6.2.7. Construction Utilities (Electrical)

- 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 the 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. The whole electrical installation of the contractor should conform to IET wiring regulations (17th Edition) published by the Institution of Engineering and Technology (I.E.T), London.

6.2.8. Quality of Materials and Equipment

The Contractor shall supply all material and accessories to be used under the scope of this contract with a proven quality. The Contractor shall furnish manuals and installation instructions for each component furnished under this contract.

6.2.9. Manufacturer's Literature

The contractor shall submit to the Engineer three (03) copies of manufacturer's descriptive literature and installation instructions in English for each and every item of equipment supplied by the contractor.

6.2.10. Operation and Maintenance Charts

The Contractor shall furnish three (03) copies of an operation and maintenance instruction chart, which will incorporate applicable comprehensive descriptive instructions, layouts, diagrams or any other information that will be necessary, and/or of value to the operating and maintenance personnel.

6.2.11. Materials, fittings and accessories

Bidders are specifically cautioned to the following minimum considerations, which will be reviewed by the Engineer prior to approving any materials, item of equipment or assembly of construction.

- (i) Full conformance with engineering design criteria, design concepts and performance requirements.
- (ii) Physical dimension requirements to satisfy the space limitations, indicated on the drawings.

6.2.12. Safeguarding the Materials and Equipment

CPSTL shall not be responsible for theft damage or loss of any of the materials and equipment during the construction/installation. Materials and equipment shall be covered and protected against dirt, water, moisture, sand and chemical or mechanical injury. Upon completion of all works the materials and equipment shall be thoroughly cleaned, adjusted and tested to demonstrate its proper operation to the Engineer.

All materials and equipment shall be properly and adequately protected by the contractor before, during, and after installation. Material or Equipment damaged due to inadequate attention of the Contractor shall not be accepted and the client reserves the right to request replacements for such equipment at the handing over. Replacement of items damaged due to unavoidable circumstances during removal shall be paid on measure and pay basis. It is the responsibility of the Contractor to clean the installation at close of work every day and also to hand over a clean and neat installation at completion.

6.2.13. Samples

Samples of all the materials, fittings and accessories should be handed over to the Engineer and approval obtained before commencing the work. The work shall be carried out using such fittings and accessories.

6.3. Contractor’s Scope of Work and Specifications

6.3.1. Site cleaning

Work site shall clean 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 site.

6.3.2. Cutting

The cutting for the new construction shall be only started after issuing of hot work permit by CPSTL. Adequate precautions shall be taken to avoid any accident.

6.3.3. Erection of Scaffolding

Scaffolding should be erected as approved by the Fire & Safety department of CPSTL.

6.3.4 Painting of Stairways, Hand rails, Gantry Structures & Other Steel

The Stairways and its handrail, and steel structures of the Calibration Gantry and Pump House etc. shall be painted according to their standard color codes (structure –, handrail – yellow) as follows after surface preparation by using power tool, power brush etc. Application of paint and obtaining of approval for paint. The paint is to be recommended to apply by brush or Airless Spray.

Description	Thickness	
SIGMA COVER 280 – Yellow Green (PDS -7417) or equivalent	60 microns DFT	Primer
SIGMA COVER 456 GREY (PDS -7466) or equivalent	100 microns DFT	Intermediate

SIGMA DUR 550 Silver or SIGMA DUR 550 Yellow or equivalent	50 microns DFT	Finish
Required overall paint thickness	210 microns DFT	
Sigma solvent – Thinner 21-06 or equivalent or as specified in manufactures data sheet.		

6.3.5 Painting of Pipes

All water pipes of the Calibration gantry and pump house shall be painted after surface preparation by using power tool, power brush etc as per following painting system.

Paint preparation & application shall comply with manufactures data sheet.

Description	Thickness	Coat
SIGMA COVER 280 – Yellow Green (PDS -7417) or equivalent	60 microns DFT	Primer
SIGMA COVER 435Light GREY (PDS 7466) or equivalent	100 microns DFT	Intermediate
SIGMADUR 550 Gray (PDS 7537) or equivalent	50 microns DFT	Finish
Required overall paint thickness	210 microns DFT	
Sigma solvent – Thinner 21-06 or equivalent or as specified in manufactures data sheet.		

All the surfaces which are to be power brush cleaned shall conform to Swedish Standard St 3 or as directed.

6.3.5 Details of application and approval

All painting work shall be done as per the manufactures’ “datasheet”. The whole area specified above to be painted with primer, intermediate and finish paint. The primer paint, intermediate and finish coats are recommended to apply by Airless spray.

6.3.6 Required total DFT indicated in specifications to be applied and the first coat of Paint shall be applied as soon as possible after surface preparation is approved by Engineer. The preparation of paint before application is to be done as per the instructions stated by the paint manufacturer.

6.3.7 Time interval between two coatings shall comply with paint manufactures Instruction

6.3.8 The Engineer reserves the authority to accept or reject.

1. Prepared surface before painting depending on his observations.
2. Application of paint depending on the preparation of paint and the weather.

Painting carried out under doubtful weather condition is the responsibility of contractor. If any painting is found to be unacceptable the particular surfaces shall be made paint free and repainted at contractor’s expense.

SECTION 07
BILL OF QUANTITIES AND
DAY WORK SCHEDULE

PREAMBLE TO THE BILL OF QUANTITIES

GENERAL

1. This Bill of Quantities contains pages numbered from **43** to **48** Tenderers are requested to see that no page is missing, no duplicated 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. 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.
10. 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.
11. Each item shall be priced by the Tenderer in Sri Lanka Rupees.

12. 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.
13. 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. 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
 - x. Protecting and clearing.
 - xi. 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.
14. 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.
15. All materials, equipment supplied shall be new, unused without any defects.
16. 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.
17. 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
nr	-	Numbers
Rs. Cts.	-	Sri Lankan Rupees and Cents
m ³	-	Cubic metre

PRICING PREAMBLES

1 PAINTING

Rates shall include preparation of surfaces, cleaning down, smoothing knotting, stopping etc. protection of floors and fittings, removing and replacing door and window fittings if required and cleaning upon completion and the like.

Rates for painting shall include one coat of Acrylic filler and finished with perfectly levelled paint consisting of two coats of approved colour and quality and shall be to the approval of the Engineer.

Painting in metal work is deemed to include work to attached holder bats, fastenings and the like.

Work to services is deemed to include work to saddles, pipe hooks, holder bats, conduit box and the like.

2 METAL WORK

Aluminium windows and partitions shall conform to the following requirements:
Aluminium alloy should conform to-ISO-9001:2008, SLS1410:2011/SLS1411:2011
Anodized coating thickness should be 25 ± 5 microns

At the time of bidding, all the Bidders shall specifically be requested to submit the following information.

- (a) The specifications and thickness of Aluminium extrusions bidder proposes to use on the works.
- (b) Full size cross sections of profiles.
- (c) Documentary evidence from the Profile Manufacturer to the effect that the proposed profile will serve for the intended purpose.
- (d) A Manufacturer's test certificate be produced as evidence that the powder coating is of required thickness.
- (e) Physical properties :-
 - (a) Minimum tensile strength 150 Mpa
 - (b) Elongation 7%
- (f) All screws should be stainless steel

- (g) But hinges and bar type hinges should be Aluminium or Stainless Steel.
- (h) The rates shall include Neoprene gasket, po privets, Rawl plugs, Screws, Aluminium cleats etc.
- (i) For powder coated aluminium profiles (minimum powder coating thickness of 60 ± 5 microns)
- (j) Partition - 76mm x 1.2mm thick
Windows - Sliding -80mm x 1.5 mm thick,
Shop drawings should be submitted to the Engineer prior to fabrication.

Zinc Alum Roofing & Cladding sheets Roofing

1. Work shall be done in accordance with specifications for electrical and mechanical works - ICTAD Publication No.SCA/8 of Aug.2000(2 nd Edition -Revised)
2. Material shall be done in accordance with BS2989:1992 or with BSEN10147:1992or ASTM A792M.
3. Coating mass is AZ150 (Min.150gms/sq.m total on both sides) zinc alum profile roofing sheet.
4. The nominal base metal thickness should be 0.42mm and total coated thickness (TCT) not less than 0.47mm, HI-Tensile steel with min.550 Mpa yield strength, metallic hot dip coated Aluminium-Zinc alloy (55% Aluminium, 43.5% Zinc, 1.5% Silicon).
5. The minimum rib size is 28mm.
6. The sheeting shall be fixed to steel purlins using compatible self drill thread forming nominal 40 μ m Zinc coated or 25 μ m zinc-tin alloy coated, hexagon washer head screw with EPDM washer.
7. Fasteners shall be fixed on each rib on purlins at top, bottom & laps of sheets, and on every other rib on intermediate purlins. The fastener size shall be calculated as per the design or manufacturer's recommendations.

DAY WORK SCHEDULE

LABOUR

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 below 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.

	DESCRIPTION OF LABOUR GRADES	RATE PER HOUR Rs.
I	Mason	
II	Carpenter	
III	Painter	
IV	Plumber	
V	Electrician	
VI	Welder	
VII	Unskilled Worker	
	<u>Any Other Grades</u>	
VIII		

PLANT & EQUIPMENT

The contractor shall state under item 2 below, 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.

	DESCRIPTION OF PLANT & EQUIPMENT	RATE PER HOUR RS.
I		
II		
III		
VI		
V		

SECTION 08

DRAWINGS

DUPPLICATE

No	DESCRIPTION	Drg. No.
1		
2		

DUPLICATE

SECTION 09
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 theof *[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 (i) the successful bidder furnishing the performance security, otherwise it will remain in force up to -----
--- *(insert date)*

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

[signature(s) of authorized representative]

CHECK LIST FOR BIDDERS

DUPLICATE

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 Security			
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 in to 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		