

**DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**MINISTRY OF ENERGY**

**CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

**INTERNATIONAL COMPETITIVE BIDDING  
(SINGLE STAGE – TWO ENVELOPE)**

**PROCUREMENT DOCUMENT**

FOR

**ENGINEERING, PROCUREMENT,  
CONSTRUCTION, COMMISSIONING (EPCC)  
OF KOLONNAWA TO HARBOUR PIPELINE  
PROJECT (KHPP)**

**CONTRACT NO KPR/13/2026**

**Employer:**

Chairman,  
Ceylon Petroleum Storage Terminals Limited,  
Oil Installation,  
Kolonnawa,  
Wellampitiya,  
Sri Lanka.

Issued to: .....

Issued by: .....

Date: .....

**February 2026**

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## List of Abbreviations

ITB	-	Instructions to Bidders
BDS	-	Bid Data Sheet
EQC	-	Evaluation and Qualification Criteria
BDF	-	Bidding Forms
ELC	-	Eligible Countries
ERQ	-	Employer's Requirements
GCC	-	General Conditions of Contract
SCC	-	Special Conditions of Contract
COF	-	Contract Forms

DUPLICATE

# Invitation for Bids

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF ENERGY

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

**INTERNATIONAL COMPETITIVE BIDDING  
(SINGLE STAGE – TWO ENVELOPE)**

**ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC)  
OF KOLONNAWA TO HARBOUR PIPELINE PROJECT (KHPP)**

**Contract No: KPR/13/2026**

1. The Chairman, High Level Procurement Committee (HLPC) on behalf of the Chairman, Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka invites sealed bids from eligible bidders for the “**Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP)**” bears total estimated cost of LKR 12,780million. The Construction period is 540 Calendar Days.

The scope includes Engineering, Procurement, Construction & Commissioning of Supply & Installation of one new piggable 18 inch diameter pipeline, one new piggable 14 inch diameter pipeline between Dolphin Tanker Berth (DTB) at Colombo Harbour & Kolonnawa Installation including subsea pipeline segments and one new piggable 12 inch diameter pipeline between Dolphin Tanker Berth (DTB) and Existing Pipe Rack at Colombo Harbour including subsea pipeline segment and provide modifications/additional facilities required at Dolphin Tanker Berth (DTB) at Colombo Harbour and at Kolonnawa Installation to unloading and loading the refined petroleum products through the above (three) 18 inch, 14 inch and 12 inch diameter pipelines as specified in detail in this Procurement Document.

2. Bidding will be conducted through International Competitive Bidding: Single-Stage, Two-Envelope Bidding Procedure.
3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the following requirements.
  - a. For domestic Bidders/ JV partners, valid CIDA registration in the Field of Building Construction / Heavy Construction in Grade CS1 or CS2 and in the Field of Heavy Steel Fabrication in Grade EM1 at the time of submission of the Bid.
  - b. For foreign bidders/ JV partners, CIDA registration is not required at the Bid submission.

In case of foreign bidder is selected for contract award, particular bidder shall obtain temporary registration as a foreign contractor under Construction Industry Development Act No. 33 of 2014 and other required registrations under the laws of Sri Lanka.

4. The eligible bidders shall comply with the following qualification criteria.

**a. Experience**

The Bidder shall have successfully completed at least two (02) petroleum product cross-country pipeline construction projects within the last ten (10) years, executed as EPC or EPCC Contractor.

The pipeline projects considered under this criterion shall include:

- Onshore petroleum product pipelines with a minimum length of ten (10) km in a single project; and
- Offshore petroleum product pipelines with a minimum length of one (01) km in a single project;  
with pipeline diameters in the range of 12”–22” (medium range) or larger.

Experience in offshore petroleum product pipeline construction, including dredging, may be:

- Executed by the Bidder; or
- Executed by a specialized offshore pipeline subcontractor proposed by the Bidder and acceptable to the Employer.

Where offshore pipeline experience is demonstrated through a specialized subcontractor, such subcontractor shall have successfully completed at least four (04) offshore petroleum product pipeline construction projects, each with a minimum length of one (01) km, of similar nature and capacity within the last ten (10) years.

Where the Bidder is a Joint Venture, the Lead Partner shall have demonstrated experience in pipeline construction works.

Only the technical experience of specialized offshore subcontractors shall be considered for meeting the offshore experience requirement. The financial capacity and general experience of such subcontractors shall not be added to those of the Bidder.

**b. Financial**

- i. Average annual Turnover in five years shall be at least USD 43million or equal value in other currency.
- ii. Annual Turnover in last year shall be at least USD 43million or equal value in other currency.
- iii. Last year Current Assets to Current Liabilities ratio (CA/CL) shall be equal or greater than 1.5 [CA/CL  $\geq$  1.5]
- iv. Last year Debt to Equity ratio (D/E) shall be less than 50% [D/E < 50%]
- v. Last year Working Capital (WC) shall be greater than USD 5.0million or equivalent value in other currency or equivalent banking facility. [WC > USD 5.0 million]
- vi. Minimum amount of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments (sources of financing), which may be made under the Contract, until the project is taken over by the CPSTL, shall be not less than USD 7.1million or equivalent value in other currency.

**c. Pending Litigation**

All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50% of the Bidder's net worth.

**d. Key Personnel****Managerial**

## i. Project Manager

Chartered Engineer with minimum 12 years' experience as a Project Manager in similar nature EPCC cross country pipeline projects with PMI or equivalent certification.

## ii. Lead Design Engineer

B.Sc. (Eng) or equivalent with more than 10 years' experience in design of similar nature pipeline projects with off-shore segment including not less than 3 years as a lead design engineer.

## iii. Lead Project Engineer

B.Sc. (Eng) or equivalent with more than 10 years' experience in works of similar nature EPCC pipeline projects with on-shore segment including not less than 3 years as a lead project engineer.

**Technical**

## iv. Project Engineer

B.Sc. (Mechanical Eng.) or equivalent with more than 8 years' experience in works of similar nature EPCC pipeline projects with off-shore segment including not less than 4 years as a project engineer.

## v. Mechanical Engineer

B.Sc. (Mechanical Eng.) or equivalent with more than 5 years' experience in works of similar nature pipeline projects.

## vi. Civil Engineer

B.Sc. (Civil Eng.) or equivalent with more than 10 years' experience in works of similar nature construction projects.

## vii. Quantity Surveyor / Planning Engineer

B.Sc. or equivalent with more than 5 years' experience.

## viii. Procurement Manager

Relevant qualifications and certifications with more than 5 years' experience

## ix. QA/QC Manager

Relevant qualifications and certifications with more than 5 years' experience

## x. HSE Manager

Relevant qualifications and certifications with more than 5 years' experience

**e. Availability of Essential equipment**

Proposals for the timely acquisition (own/lease/hire) of essential equipment, in adequate quantity and capacity, in good working condition, and fit for the proper and timely execution of the Works.

- i. Pipeline Laying Vessel / Barge with Dynamic Positioning (DP)
  - ii. Dredger subsea trenching, Pipe Laying Tensioners & Winches
  - iii. Welding Equipment (Automatic Girth Welders + Manual Welding Machines)
  - iv. ROVs (Remotely Operated Vehicles)
  - v. Hydrotest Pumps & Accessories
  - vi. Excavators, Trenchers & Sidebooms
  - vii. Coating & Wrapping Machines
  - viii. Cranes (Mobile & Floating)
  - ix. Torque Wrenches, Hydraulic Torque Tools
5. To obtain further information and inspect the procurement documents, bidders should contact:
- Manager Procurement  
Ceylon Petroleum Storage Terminals Limited,  
Procurement Function, New Building,  
Oil Installation, Kolonnawa, Wellampitiya,  
Sri Lanka.  
Postal Code: 10600  
Telephone : +94 11 2572156, +94 11 2572155  
Email: [procure@cpstl.lk](mailto:procure@cpstl.lk)
6. Interested bidders may obtain further information from the Manager Procurement of the Ceylon Petroleum Storage Terminals Limited, (Tele Phone+94 112572156, +94 11 2572155 and Email: [procure@cpstl.lk](mailto:procure@cpstl.lk)) and inspect the procurement documents free of charge during any working days from 0900 hrs to 1400 hrs. (+ 5.30 GMT) at the address given below. However, the bidders can inspect the procurement document (excluding drawings) from CPSTL website; [www.cpstl.lk](http://www.cpstl.lk).
7. A complete set of Procurement Documents in English language may be purchased by interested bidders on the submission of a written application to the address below until **05.05.2026** from 0900 hrs. to 1400 hrs. (+ 5.30 GMT) on any working day upon cash payment of a non-refundable fee of **LKR 500,000.00** or remittance of **USD 1,630.00** directly to the CPSTL bank account, details given below. All bank charges (foreign & local) shall be borne by bidder and proof of remittance (copy of TT) is required along with a written request before 14 days to the Bid closing date to issue the procurement document by courier service. No liability will be borne by CPSTL on loss or late delivery. Procurement Document (excluding drawings) available in the web is only for viewing purpose and Bids shall be submitted using Hard Copy of the Procurement Document purchased from CPSTL.

	Payment in LKR	Payment in USD
<b>Non-refundable fee</b>	LKR 500,000.00	USD 1,630.00
<b>A/C Holder</b>	Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.	
<b>A/C No</b>	004-1-001-9-0208672	074733828 US\$
<b>Bank &amp; Branch</b>	People's Bank Corporate Branch No. 91, All Ceylon Hindu Congress (ACHC) Building, Sir Chittampalam A. Gardiner Mawatha Colombo 02, Sri Lanka	Bank of Ceylon Corporate Branch Head Office, Head Office Building No. 04, Bank of Ceylon Mawatha Colombo 01, Sri Lanka
<b>SWIFT</b>	PSBKLKLX	BCEYLKLX
<b>Branch Code</b>	004	7010

8. Bids shall be delivered in duplicate to the address given below on or before **1400 hrs**. Local time (+ 5.30 GMT) **06.05.2026**. Late bids will be rejected. Bids will be opened soon after closing in the presence of the bidders' representatives who choose to attend.
9. Bids shall be valid up to **11.11.2026**.
10. All bids must be accompanied by a bid security **LKR 128,000,000.00** (Sri Lanka Rupees One Hundred and Twenty-Eight Million Only) or **USD 416,700.00** (United States Dollars Four Hundred and Sixteen Thousand Seven Hundred Only). Bid Security shall be valid up to **06.01.2027**.
11. A pre-bid meeting will be held at **1000 hrs** Sri Lanka local time (GMT+5:30) on **07.04.2026** at the office of DGM (Engineering and Support Services), Oil Installation, Kolonnawa, Sri Lanka. In case, the bidders are unable to participate in the pre bid meeting, they can participate via video conferencing method. Interested parties who wish to participate in the Pre bid meeting shall send their request to email [procure@cpstl.lk](mailto:procure@cpstl.lk) at or before 1400 hrs. Sri Lanka local time (GMT+5:30) on **06.04.2026**.

The Chairman,  
High Level Procurement Committee (HLPC)  
C/O Manager Procurement,  
Ceylon Petroleum Storage Terminals Limited,  
Procurement Function, New Building,  
Oil Installation, Kolonnawa, Wellampitiya,  
Sri Lanka.  
Postal Code: 10600  
Telephone : +94 11 2572156, +94112572155  
E-mail : [procure@cpstl.lk](mailto:procure@cpstl.lk)

**PART I - BIDDING PROCEDURES**

DUPLICATE

**Section 1 - Instructions to Bidders (ITB)**

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DUPLICATE

<b>A. General</b>	
<b>1. Scope of Bid</b>	<p>1.1. In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Procurement Document for the procurement of works as specified in Section 6 (Employer's Requirements). The name, identification, of the International Competitive Bidding (ICB) are provided in the BDS.</p> <p>1.2. Unless otherwise stated, throughout this Procurement Document definitions and interpretations shall be as prescribed in Section 7 (General Conditions of Contract).</p>
<b>2. Source of Funds</b>	<p>2.1. Works will be financed by the source given in the Bid Data Sheet (BDS).</p>
<b>3. Corrupt Practices</b>	<p>3.1. The Employer requires that the Bidders shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.</p> <p>3.2. In pursuance of this requirement, the Employer shall:</p> <p>(a) exclude the Bidder from participation in the procurement proceedings concerned or reject a bid for award; and</p> <p>(b) declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds;</p> <p>If it, at any time, determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.</p> <p>3.3. Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Employer, it shall, in the first place, allow the Bidder to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Employer related to matters of alleged fraud or corruption shall be in writing.</p> <p>3.4. The Employer defines, for the purposes of this provision, the terms set forth below as follows:</p>

	<p>(a) “corrupt practice” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;</p> <p>(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Employer;</p> <p>(c) “collusive practice” means a scheme or arrangement among two or more Bidders, with or without the knowledge of the Employer (prior to or after Bid submission), designed to establish Bid prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free, open and genuine competition; and</p> <p>(d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.</p>
<p><b>4. Eligible Bidders</b></p>	<p>4.1. A Bidder may be a private entity or a government-owned entity - subject to ITB 4.5 - or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium, or association (JV). In the case of a JV:</p> <p>(a) all partners shall be jointly and severally liable, and</p> <p>(b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p> <p>4.2. A Bidder, and all partners constituting the Bidder, shall have a nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including</p>

	<p>related services.</p> <p>4.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"><li>(a) they have controlling shareholders in common; or</li><li>(b) they receive or have received any direct or indirect subsidy from any of them; or</li><li>(c) they have the same legal representative for purposes of this bid; or</li><li>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</li><li>(e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a) - (d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid; or</li><li>(f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the bid.</li></ul> <p>4.4. A firm that is under a declaration of ineligibility in accordance with ITB 3, or by the Employer in accordance with ITB 36.2, at the date of the deadline for bid submission or thereafter, shall be disqualified.</p> <p>4.5. Government-owned entities shall be eligible only if they can establish that they</p> <ul style="list-style-type: none"><li>(a) are legally and financially autonomous,</li><li>(b) operate under the principles of commercial law, and</li><li>(c) are not dependent agencies of the Employer</li></ul>
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	<p>4.6. Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> <p>4.7. A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing Declaration.</p>
<p><b>5. Eligible Materials, Equipment, and Services</b></p>	<p>5.1. The Goods and Related Services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and Section 6 (Employer’s Requirements).</p>
<p><b>B. Contents of Procurement Document</b></p>	
<p><b>6. Sections of Procurement Document</b></p>	<p>6.1. The Procurement Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p style="text-align: center;"><b>PART I Bidding Procedures</b></p> <p style="padding-left: 40px;">Section 1 - Instructions to Bidders (ITB) Section 2 - Bid Data Sheet (BDS) Section 3 - Evaluation and Qualification Criteria (EQC) Section 4 - Bidding Forms (BDF) Section 5 - Eligible Countries (ELC)</p> <p style="text-align: center;"><b>PART II Requirements</b></p> <p style="padding-left: 40px;">Section 6 - Employer’s Requirements (ERQ)</p> <p style="text-align: center;"><b>PART III Conditions of Contract and Contract Forms</b></p> <p style="padding-left: 40px;">Section 7 - General Conditions of Contract (GCC) Section 8 - Special Conditions of Contract (SCC) Section 9 - Contract Forms (COF) Section 10 – Drawings and Annexures</p> <p>6.2. The Invitation for Bids issued by the Employer is not part of the Procurement Document.</p> <p>6.3. The Employer is not responsible for the completeness of the Procurement Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.</p> <p>6.4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Procurement Document. Failure to furnish all information or documentation required by the Procurement Document may result in the rejection of the bid.</p>

<p><b>7. Clarification of Procurement Document, Site Visit, Pre-Bid Meeting</b></p>	<p>7.1. A prospective Bidder requiring any clarification of the Procurement Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his enquiries during the pre- bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer's response shall be in writing with copies to all Bidders who have acquired the Procurement Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Procurement Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.</p> <p>7.2. The Bidder is advised to visit and examine the site where the Works to be carryout and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of Works. The costs of visiting the site shall be at the Bidder's own expense.</p> <p>7.3. The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p> <p>7.4. The Bidder's designated representative is invited to attend a pre- bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>7.5. The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the pre-bid meeting.</p> <p>7.6. Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Procurement Document in accordance with ITB 6.3. Any modification to the Procurement Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and</p>
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	<p>not through the minutes of the pre-bid meeting.</p> <p>7.7. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
<b>8. Amendment of Procurement Document</b>	<p>8.1. At any time prior to the deadline for submission of bids, the Employer may amend the Procurement Document by issuing addenda.</p> <p>8.2. Any addendum issued shall be part of the Procurement Document and shall be communicated in writing to all who have obtained the Procurement Document from the Employer in accordance with ITB 6.3.</p> <p>8.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 24.2.</p>
<b>C. Preparation of Bids</b>	
<b>9. Cost of Bidding</b>	<p>9.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
<b>10. Language of Bid</b>	<p>10.1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<b>11. Documents Comprising the Bid</b>	<p>11.1. The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.</p> <p>11.2. The Technical Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Technical Bid;</li> <li>(b) Bid Security or Bid Securing Declaration, in accordance with ITB 21;</li> <li>(c) alternative bids, if permissible, in accordance with ITB 13;</li> <li>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;</li> <li>(e) documentary evidence establishing in accordance with</li> </ul>

	<p>ITB 14.1 that the Materials, Equipment and Services offered by the Bidder in its bid or in any alternative bid, if permitted, are eligible;</p> <p>(f) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;</p> <p>(g) Technical Proposal in accordance with ITB 17.</p> <p>(h) documentary evidence establishing in accordance with ITB 16 that the Materials, Equipment and Services offered by the Bidder conform to the Procurement Document;</p> <p>(i) in the case of a bid submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Work to be executed by the respective partners;</p> <p>(j) List of subcontractors, in accordance with ITB 17.2; and</p> <p>(k) Form of Deviations and Cost of Withdrawal provided in Section 4 – Bidding Forms</p> <p>(l) any other document required in the BDS.</p> <p>11.3. The Price Bid submitted by the Bidder shall comprise the following:</p> <p>(a) Letter of Price Bid;</p> <p>(b) completed schedules as required, including Price Schedules, in accordance with ITB 12 and 18;</p> <p>(c) alternative price bids, if permissible, in accordance with ITB 13;</p> <p>and</p> <p>(d) any other document required in the BDS</p>
<p><b>12. Letter of Bid and Schedules</b></p>	<p>12.1. The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
<p><b>13. Alternative Bids</b></p>	<p>13.1. Unless otherwise indicated in the BDS, alternative bids shall not be considered. If they are allowed, the BDS will</p>

	<p>also indicate whether they are permitted in accordance with ITB 13.3, or invited in accordance with ITB 13.2 and/or ITB 13.4.</p> <p>13.2. When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the BDS, and the method of evaluating different time schedules will be described in Section 3 (Evaluation and Qualification Criteria).</p> <p>13.3. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the procurement document must also provide: (i) a price at which they are prepared to offer the Work meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.</p> <p>13.4. When bidders are invited in the BDS to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Section 6 (Employer's Requirements). Technical alternatives for the specific parts of the facilities that comply with the performance and technical criteria specified for the Materials, Equipment and Services shall be considered by the Employer on their own merits, pursuant to ITB 32.</p>
<p><b>14. Documents Establishing the Eligibility of Materials, Equipment and Services</b></p>	<p>14.1. To establish the eligibility of the Materials, Equipment and Services in accordance with ITB Clause 5, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section 4 (Bidding Forms).</p>
<p><b>15. Documents Establishing the Eligibility and Qualifications of the Bidder</b></p>	<p>15.1. To establish its eligibility and qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).</p> <p>15.2. Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 38.</p>

<p><b>16. Documents Establishing Conformity of the Materials, Equipment and Services</b></p>	<p>16.1. The documentary evidence of the conformity of the Materials, Equipment and Services to the Procurement Document may be in the form of literature, drawings and data, and shall furnish:</p> <ul style="list-style-type: none"> <li>(a) A detailed description of the essential technical and performance characteristics of the Materials, Equipment and Services, including the functional guarantees of the proposed Materials, Equipment and Services, in response to the Specification;</li> <li>(b) a list giving full particulars, including available sources, of all spare parts and special tools necessary for the proper and continuing functioning of the Work for the period named in the BDS, following completion of Materials, Equipment and Services in accordance with provisions of contract; and</li> <li>(c) a commentary on the Employer's Specification and adequate evidence demonstrating the substantial responsiveness of the Bid to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Procurement Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.</li> </ul> <p>16.2. In order to facilitate evaluation of Technical Bids, deviations, if any, from the terms and conditions or Specification shall be listed as indicated in ITB 18.2.</p>
<p><b>17. Technical Proposal, Subcontractors</b></p>	<p>17.1. The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.</p> <p>17.2. For major items of works as listed by the Employer in Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Bidders are free</p>

	<p>to list more than one Subcontractor against each item of the works. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the prices will be permitted.</p> <p>17.3. The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any Works, Materials, Equipment or Services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 15.1</p>
<p><b>18. Bid Prices and Discounts</b></p>	<p>18.1. Unless otherwise specified in the BDS and/or Section 6 (Employer’s Requirements), bidders shall quote for the entire Work on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the procurement document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Work. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the Works and, where so required by the procurement document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Procurement Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.</p> <p>18.2. Bidders shall submit their Bids strictly in accordance with the requirements of the Procurement Document. No deviations, qualifications, conditions, or reservations to the commercial, contractual, or technical requirements shall be permitted. Any Bid containing deviations, qualifications, conditions, or reservations, whether stated explicitly or implied, shall be considered non-responsive and may be rejected by the Employer. By submitting a Bid, the Bidder confirms that all obligations under the Procurement Document have been fully taken into account in the Bid Price, without exception.</p> <p>18.3. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 4 (Bidding Forms). Where no different Price Schedules are included in the Procurement Document, bidders shall present their prices in the following manner:</p>

	<p>Schedules included in Section 4 (Bidding Forms) shall be used and the total bid price(s) to be entered in the Bid Form. The prices quoted by the Bidder in Schedules shall confirm to the requirements specified in the Procurement Document.</p> <p>Schedule No. 1: Breakdown of Fixed Lump Sum Price and Summary</p> <p>Schedule No. 2: Rates for Changes in the Work</p> <p>Schedule No. 3: Payment Schedule and Contract Milestones</p> <p>18.4. The prices shall be either fixed or adjustable as specified in the BDS.</p> <p>(a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.</p> <p>(b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labour, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labour and material indices in the corresponding Form in Section 4 (Bidding Forms).</p> <p>18.5. The Bidder shall quote any unconditional discounts separately and the methodology for their application in the Letter of Price Bid.</p>
<p><b>19. Currencies of Bid and Payment</b></p>	<p>19.1. The currency(ies) of the bid shall be, as specified in the BDS.</p> <p>19.2. Bidders shall indicate in the Schedule of Prices and the Letter of Bid the portion of the bid price that corresponds to expenditures incurred in the Sri Lankan Rupees.</p> <p>19.3. Bidders expecting to incur expenditures in other currencies for inputs to the Facilities supplied from outside Sri Lanka and wishing to be paid accordingly, may indicate in the Schedule of Prices and the Letter of Bid in only one foreign currencies of their choice.</p>
<p><b>20. Period of Validity of Bids</b></p>	<p>20.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.</p>

	<p>20.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.</p>
<p><b>21. Bid Security</b></p>	<p>21.1. Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a Bid Securing Declaration or a Bid Security in original form and in the amount and currency as specified in the BDS.</p> <p>21.2. A Bid Securing Declaration shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time if the Bid Securing Declaration is executed, as provided in the BDS.</p> <p>21.3. The bid security shall be a demand guarantee in form of an unconditional bank guarantee, from a reputable source from an eligible country. The bid security shall be submitted either using the Form of Bid Security included in Section 4 (Bidding Forms), in the case of a bank guarantee, or in another format approved by the Employer. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for fifty six days (56) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.</p> <p>21.4. If a bid security is specified, any bid not accompanied by a substantially compliant bid security or bid securing declaration shall be rejected by the Employer as non-responsive.</p> <p>21.5. If a bid security is specified pursuant to ITB 21.1, the bid security of the unsuccessful Bidder shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 49.</p> <p>21.6. If a bid security is specified pursuant to ITB 21.1, the bid security of successful Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.</p> <p>21.7. The bid security may be forfeited or the bid securing declaration executed:</p> <p>(a) if a Bidder withdraws its bid during the period of bid</p>

	<p>validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2 or</p> <p>(b) if the successful Bidder fails to:</p> <ul style="list-style-type: none"> <li>(i) sign the Contract in accordance with ITB 48;</li> <li>(ii) furnish a performance security in accordance with ITB 49;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>(iii) accept the arithmetical corrections of its Bid in accordance with ITB 36.</li> </ul> <p>21.8. The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.</p>
<p><b>22. Format and Signing of Bid</b></p>	<p>22.1. The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>22.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialled by the person signing the bid.</p> <p>22.3. A bid submitted by a JV shall be signed so as to be legally binding on all partners.</p> <p>22.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.</p>

### D. Submission and Opening of Bids

<p><b>23. Submission, Sealing and Marking of Bids</b></p>	<p>23.1. Bidders may submit their bids by hand or by mail. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:</p> <p>(a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.</p> <p>(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.</p> <p>23.2. The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Bidder;</p> <p>(b) be addressed to the Employer in accordance with ITB 24.1;</p> <p style="text-align: center;">and</p> <p>(c) bear the specific identification of this bidding process indicated in the BDS 1.1.</p> <p>23.3. The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB Sub- Clause 27.1.</p> <p>23.4. The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB Sub-Clause 27.7.</p> <p>23.5. Alternative Bids, if permissible in accordance with ITB Clause 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Clauses 20 and 21, with the inner envelopes marked in addition “ALTERNATIVE NO....” as appropriate.</p> <p>23.6. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p>
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<p><b>24. Deadline for Submission of Bids</b></p>	<p>24.1. Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.</p> <p>24.2. The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Procurement Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p><b>25. Late Bids</b></p>	<p>25.1. The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 24. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<p><b>26. Withdrawal, Substitution, and Modification of Bids</b></p>	<p>26.1. A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:</p> <p>(a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and</p> <p>(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 24.</p> <p>26.2. Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.</p> <p>26.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Technical Bid or any extension thereof.</p>
<p><b>27. Bid Opening</b></p>	<p>27.1. The Employer shall conduct the opening of Technical Bids in the presence of Bidders’ designated representatives who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 23.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are</p>

	<p>submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.</p> <p>27.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> <p>27.3. Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB Sub-Clause 27.1 No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>27.4. Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 27.1.</p> <p>27.5. All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"><li>(a) the name of the Bidder;</li><li>(b) whether there is a modification or substitution;</li><li>(c) the presence of a Bid Security, if required; and</li><li>(d) any other details as the Employer may consider appropriate.</li></ul> <p>Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of</p>
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	<p>Technical Bids except for late bids, in accordance with ITB Sub-Clause 25.1.</p> <p>27.6. The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and alternative bids; and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.</p> <p>27.7. At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.</p> <p>27.8. The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Procurement Document and return their Price Bids unopened.</p> <p>27.9. The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.</p> <p>27.10. All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:</p> <ul style="list-style-type: none"><li>(a) the name of the Bidder;</li><li>(b) whether there is a modification or substitution;</li><li>(c) the Bid Prices, including any discounts and alternative offers;</li></ul> <p>and</p>
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	<p>(d) any other details as the Employer may consider appropriate.</p> <p>Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.</p> <p>27.11. The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>28. Confidentiality</b>	<p>28.1. Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>28.2. Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.</p> <p>28.3. Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.</p>
<b>29. Clarification of Bids</b>	<p>29.1. To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 36.</p> <p>29.2. If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.</p>

<p><b>30. Deviations, Reservations, and Omissions</b></p>	<p>30.1. During the evaluation of bids, the following definitions apply:</p> <p>(a) “Deviation” is a departure from the requirements specified in the Procurement Document;</p> <p>(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Procurement Document; and</p> <p>(c) “Omission” is the failure to submit part or all of the information or documentation required in the Procurement Document.</p>
<p><b>31. Preliminary Examination of Technical Bids</b></p>	<p>31.1. The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub- Clause 11.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Bid may be rejected.</p> <p>31.2. The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.</p> <p>(a) Letter of Technical Bid;</p> <p>(b) written confirmation of authorization to commit the Bidder;</p> <p>(c) Bid Security, if applicable; and</p> <p>(d) Technical Proposal in accordance with ITB 17.</p>
<p><b>32. Responsiveness of Technical Bid</b></p>	<p>32.1. The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB11.</p> <p>32.2. A substantially responsive Technical Bid is one that meets the requirements of the Procurement Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the plant and services specified in the Contract; or</p> <p>(ii) limit in any substantial way, inconsistent with the Procurement Document, the Employer’s rights or the</p>

	<p>Bidder's obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p> <p>32.3. The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17, Technical Proposal, in particular to confirm that all requirements of Section 6 - (Employer's Requirements) have been met without any material deviation or reservation.</p> <p>32.4. If a bid is not substantially responsive to the requirements of the Procurement Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p><b>33. Nonmaterial Nonconformities</b></p>	<p>33.1. Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.</p> <p>33.2. Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>33.3. Provided that a Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).</p>
<p><b>34. Detailed Evaluation of Technical Bids</b></p>	<p>34.1. The Employer will carry out a detailed technical evaluation of the bids not previously rejected as being substantially non-responsive, in order to determine whether the technical aspects are in compliance with the Procurement Document. In order to reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:</p> <p>(a) overall completeness and compliance with the Employer's Requirements; deviations from the Employer's Requirements; conformity of the Work offered with</p>

	<p>specified criteria; suitability of the Work offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;</p> <p>(b) other relevant factors, if any, listed in Section 3 (Evaluation and Qualification Criteria).</p> <p>34.2. Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.</p>
<p><b>35. Eligibility and Qualification of the Bidder</b></p>	<p>35.1. The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).</p> <p>35.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.</p> <p>35.3. An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.</p> <p>35.4. The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the Bidder will also be evaluated for acceptability in accordance with Section 3 (Evaluation and Qualification Criteria). Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.</p>
<p><b>36. Correction of Arithmetical Errors</b></p>	<p>36.1. During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:</p> <p>(a) where there are errors between the total of the amounts given under the column for the price breakdown and the</p>

	<p>amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;</p> <p>(b) where there are errors between the total of the amounts and Summary, the former shall prevail and the latter will be corrected accordingly; and</p> <p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>36.2. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited or its bid securing declaration executed.</p>
<b>37. Conversion to Single Currency</b>	37.1. For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS
<b>38. Margin of Preference</b>	38.1. Unless otherwise specified in the BDS, a margin of preference shall not apply.
<b>39. Evaluation of Price Bids</b>	<p>39.1. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>39.2. To evaluate a Price Bid, the Employer shall consider the following:</p> <p>(a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;</p> <p>(b) price adjustment for correction of arithmetical errors in accordance with ITB 36.1;</p> <p>(c) price adjustment due to discounts offered in accordance with ITB 18.5;</p> <p>(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37; and</p> <p>(e) the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).</p> <p>39.3. If price adjustment is allowed in accordance with ITB 18.4, the estimated effect of the price adjustment provisions</p>

	<p>of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p> <p>39.4. If this Procurement Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).</p> <p>39.5. If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p>
<p><b>40. Comparison of Bids</b></p>	<p>40.1. The Employer shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39.2.</p>
<p><b>41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids</b></p>	<p>41.1. The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.</p>
<p><b>42. Notification of Intention to Award</b></p>	<p>42.1. The Employer shall notify each Bidder (that has not already been notified that it has been unsuccessful) of its Intention to Award the Contract to the successful Bidder.</p> <p>42.2. The Notification of Intention to Award shall, at a minimum, include the following information:</p> <ul style="list-style-type: none"> <li>(a) the name and address of the Bidder submitting the successful Bid;</li> <li>(b) the Contract Price offered by the successful Bidder;</li> <li>(c) the names of all Bidders who submitted Bids and a summary of their evaluated Bid prices and evaluation outcomes, as applicable;</li> </ul>

	<p>(d) a brief statement of the reasons why the Bid of the unsuccessful Bidder to whom the notice is addressed was unsuccessful;</p> <p>(e) the date of expiry of the Standstill Period; and</p> <p>(f) instructions on how to request a debriefing and how to submit an appeal during the Standstill Period.</p>
<p><b>43. Debriefing by the Employer</b></p>	<p>1.1. On receipt of the Notification of Intention to Award, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.</p> <p>1.2. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.</p> <p>1.3. Where a request for debriefing is received by the Employer later than the three (3) Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of Notification of Intention to Award. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.</p> <p>1.4. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own costs of attending such a debriefing meeting.</p>
<p><b>44. Standstill Period</b></p>	<p>1.5. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 43. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Bid is submitted, the Standstill Period shall not apply.</p>

<p><b>45. Appeals Against Intention to Award</b></p>	<p>1.6. Any unsuccessful bidder, who is not satisfied with the Intention to Award the Contract, may appeal against the Intention to Award the Contract to the successful bidder, to the Procurement Appeal Board (PAB) for Procurements Related to High Level Procurement Committee.</p>
<p><b>F. Award of Contract</b></p>	
<p><b>46. Award Criteria</b></p>	<p>46.1. The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Procurement Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.</p> <p>46.2. The Employer reserves the right to accept any of the deviations submitted in accordance with ITB 18.2 by the lowest evaluated bidder, at the price shown for the deviation in the bid.</p>
<p><b>47. Notification of Award</b></p>	<p>47.1. Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Work (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).</p> <p>47.2. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
<p><b>48. Signing of Contract</b></p>	<p>48.1. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.</p> <p>48.2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.</p>
<p><b>49. Performance Security</b></p>	<p>49.1. Within fourteen (14) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 39.5, using for that purpose the Performance Security Form included in Section 6 (Employer’s Requirements), or another form acceptable to the Employer. If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.</p>

	<p>49.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the bid securing declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.</p>
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DUPLICATE

## **Section 2 - Bid Data Sheet (BDS)**

DUPLICATE

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is: KPR/13/2026
<b>ITB 1.1</b>	The Employer is: <b>Chairman Ceylon Petroleum Storage Terminals Limited (CPSTL) Oil Installation Kolonnawa Wellampitiya Sri Lanka</b>
<b>ITB 1.1</b>	The name of the ICB is: <b>Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP)</b> The identification number of the ICB is: <b>KPR/13/2026</b>
<b>ITB 2.1</b>	The source of funds is Ceylon Petroleum Storage Terminals Limited.
<b>B. Procurement Documents</b>	
<b>ITB 7.1</b>	For <b><u>clarification purposes only</u></b> , the Employer's address is:  Attention: <b>Manager Procurement</b> Address: <b>Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka. Postal Code : 10600</b>  Telephone: <b>+94 11 2572156, +94112572155</b> Electronic mail address: <b>procure@cpstl.lk</b>
<b>ITB 7.4</b>	A Pre-Bid meeting shall take place. Date, time and place are as follows: Date: <b>07.04.2026</b> Time: Local time 1000 hrs (+ 5.30 GMT) Place: office of Deputy General Manager (Engineering and Services), Oil Installation, Kolonnawa, Sri Lanka.  In case, the bidders are unable to participate in the pre bid meeting, they can participate via video conferencing method. Interested parties who wish to participate in the Pre bid meeting shall send their request to email <a href="mailto:procure@cpstl.lk">procure@cpstl.lk</a> at or before 1400 hrs. Sri Lanka local time (GMT+5:30) on <b>06.04.2026</b> .  Site visit shall be arranged after the pre-bid meeting, the employer will facilitate the site visit. The cost of site visit is to be borne by the bidder themselves.

<b>C. Preparation of Bids</b>	
<b>ITB 11.1</b>	<p><b>Clarification on Bid Structure</b></p> <p>The Bid shall comprise two (02) separate envelopes, namely the Technical Bid and the Price Bid, submitted simultaneously and enclosed in one outer envelope, in accordance with ITB Clause 11. Any document containing prices or price-related information shall be included exclusively in the Price Bid envelope, and no such information shall appear in the Technical Bid envelope.</p>
<b>ITB 11.2 (I)</b>	<p>The Bidder shall submit with its <b>Technical Bid (Envelope 1)</b> the following additional documents and forms, all of which shall be non-priced:</p> <ol style="list-style-type: none"> <li>1. In respect of domestic Bidders, a copy of Valid Registration in CIDA.</li> <li>2. FORM PCA3 in accordance with Contract Act No. 3 of 1987 of the Government of Sri Lanka and subsequent Gazette Notification.</li> <li>3. If the Bidder is a Joint Venture, a certified/attested copy of JV Agreement. Letter of Intent to execute a Joint Venture Agreement or the Memorandum of Understanding and if the Bidder is Limited Liability Company, a certified/attested copy of the Certificate of Incorporation and if the Bidder is partnership, a certified/attested copy of the Partnership Agreement and if a Single Proprietor an attested copy of Registration.</li> <li>4. If the Bidder intends to Subcontract any part or parts of the Work, more than 10% of the Bid Price, the details of all such proposals shall be submitted, along with copies of CIDA Registration of any such national sub-contractor (s).</li> <li>5. Construction program</li> <li>6. Legal status (Sole proprietor, Partnership, Company etc.)</li> <li>7. Authentication for signatory in the form of Power of Attorney (Specifically for this Bid)</li> <li>8. VAT, SSCL registration number (if applicable)</li> <li>9. Total monetary value of construction work performed for each of the last five years</li> <li>10. Experience in works of a similar nature and size for each of the last ten years</li> <li>11. Construction equipment</li> <li>12. Staffing</li> <li>13. Work plan, method statements, QA/QC procedures and HSE policy</li> <li>14. Details of the suppliers and manufactures</li> <li>15. Completed Schedule of Particulars as given in the Section 4 (Bidding Forms)</li> <li>16. Detailed Breakdown of the Construction Cost (<b>Un-Priced</b>) <ul style="list-style-type: none"> <li><b>The un-priced breakdown shall:</b></li> <li>Correspond to the Price Proposal structure;</li> <li>Indicate quantities, work components, cost elements, and allocation of Site Overheads, Head Office Overheads, and Profit without indicating any rates, prices, totals, subtotals, percentages, or monetary values;</li> <li>Be submitted strictly for technical understanding and assessment purposes only.</li> </ul> </li> </ol>

	<p style="text-align: center;"><b>The presence of any price-related information in the Technical Bid shall render the Bid non-responsive.</b></p> <p>The following forms included in Section 4 – Bidding Forms shall be submitted as part of the Technical Bid:</p> <ul style="list-style-type: none"> <li>• Letter of Technical Bid</li> <li>• Bidder’s Declaration</li> <li>• Form NCA – Non-Collusion Affidavit</li> <li>• Form COO – Country of Origin Declaration</li> <li>• Form POA 1 – Power of Attorney 1</li> <li>• Form POA 2 – Power of Attorney 2</li> <li>• Design Proposal</li> <li>• Method Statement for Key Construction Activities</li> <li>• Mobilization Schedule</li> <li>• Sustainable Procurement Proposal</li> <li>• Construction and/or Erection Management Strategy</li> <li>• Work Program</li> <li>• Code of Conduct for Contractor’s Personnel (ES)</li> <li>• Risk Assessment and Proposed Management Plan</li> <li>• Form EQU – Contractor’s Equipment</li> <li>• Form PER-1 and PER-2 – Key Personnel</li> <li>• Form SC-1 – Proposed Subcontractors</li> <li>• All Bidder Qualification Forms (BIS, CON, EXP, FIN series)</li> </ul> <p>Failure to submit mandatory eligibility and authorization documents listed above may result in rejection of the Bid.</p> <p>Other omissions may be subject to clarification in accordance with ITB 27, provided that such clarification does not alter the substance of the Bid.</p>
<p><b>ITB 11.3 (d)</b></p>	<p>The Bidder shall submit with its <b>Price Bid (Envelope 2)</b> the following documents, which shall contain all price-related information:</p> <ul style="list-style-type: none"> <li>• Detailed Breakdown of the Construction Cost (<b>Priced</b>)</li> </ul> <p>The priced breakdown shall:</p> <ul style="list-style-type: none"> <li>• Fully correspond to the un-priced breakdown submitted in the Technical Bid;</li> <li>• Show unit rates, prices, subtotals, totals, and allocation of Site Overheads, Head Office Overheads, and Profit.</li> </ul> <p>The following forms included in Section 4 – Bidding Forms shall be submitted as part of the Price Bid:</p> <ul style="list-style-type: none"> <li>• Letter of Price Bid</li> <li>• Form POA 1 – Power of Attorney 1 (Copy)</li> <li>• Form POA 2 – Power of Attorney 2 (Copy)</li> <li>• Indicative Bill of Quantities (All Sections)</li> <li>• BOQ Summary</li> <li>• Schedule No. 1 – Breakdown of Fixed Lump Sum Price</li> <li>• Schedule No. 2 – Rates for Changes in the Work</li> <li>• Schedule No. 3 – Payment Schedule and Contract Milestones</li> <li>• Detailed Priced Construction Cost Breakdown</li> </ul> <p>Failure to submit the priced breakdown may result in rejection of the Price Bid</p>

	<p>in accordance with ITB 29.</p> <p>No changes to rates or prices shall be permitted during clarification.</p>
<b>ITB 13.1</b>	<b>Alternative bids shall not be permitted.</b>
<b>ITB 13.2</b>	Alternatives to the Time Schedule <b>shall not be permitted.</b>
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the work: <b>None</b>
<b>ITB 16.1 (b)</b>	The defect liability period will be 2 years after the completion and acceptance by the Employer's Representative of Work in accordance with provisions of contract.
<b>ITB 17.2</b>	<p>For the following specialized works, the Employer permits specialized sub-contractors.</p> <p><b>Off-shore segment</b></p>
<b>ITB 18</b>	<p>The Contract shall be awarded on a lump sum basis, with payments made against Contract Milestones in accordance with Schedule No. 3 – Payment Schedule and Contract Milestones.</p> <p>The Indicative Bill of Quantities is provided for the purpose of price breakdown, valuation of variations, and rates for changes in the Work, and shall not form the basis for re-measurement.</p> <p><u>Taxes and Duties</u></p> <p>Except for Value Added Tax (VAT) , which shall be excluded from the Bid Price, all other taxes (applicable in Sri Lanka), including Social Security Contribution Levy (SSCL), duties, levies, fees, charges, imposts, customs duties, port charges, and similar impositions of whatever nature, imposed under the laws of Sri Lanka or by any statutory, regulatory, or local authority, whether existing or introduced prior to the Bid Closing Date, shall be deemed to be included in the Bid Price and the Accepted Contract Amount.</p> <p>Bidders shall be deemed to have fully acquainted themselves with the applicable tax laws, regulations, and practices of Sri Lanka and shall have included all such costs in their Bid Price, except for VAT.</p>
<b>ITB 18.1</b>	Bidders shall quote for the entire Work on a single responsibility basis.
<b>ITB 18.4</b>	The prices quoted by the Bidder shall be fixed. The Bidder shall not include any provision or condition for price escalation.
<b>ITB 18.4 (a)</b>	Applicable
<b>ITB 18.4 (b)</b>	Not Applicable
<b>ITB 19.1</b>	<p>The Bid shall be quoted in Sri Lankan Rupees (LKR) and/or United States Dollar (USD).</p> <p>For evaluation and comparison of Bids under Sub-Clause 30.2, rates and prices</p>

	<p>quoted in United States Dollar (USD) by the bidders will be converted to Sri Lanka Rupees using Indicative Rate published by Central Bank of Sri Lanka, on the date 28 Days prior to date of closing of Bids.</p> <p>With Holding Tax (WHT)</p> <p>Withholding Tax (WHT) will be deducted at the applicable rate and remitted to the Inland Revenue Department of Sri Lanka in accordance with the provisions of the Inland Revenue (Amendment) Act No. 16 of 2024 of Sri Lanka.</p> <p>Entities from countries that have entered into a Double Taxation Avoidance Agreement (DTAA) with the Government of Sri Lanka are entitled to claim the WHT deducted as a credit against their final corporate tax liability.</p> <p>All other taxes, duties, levies, fees, and charges shall be deemed included in the Contract Price, irrespective of the currency (LKR or USD) in which the relevant cost component is quoted.</p>
<b>ITB 20.1</b>	The bid validity period shall be <b>11.11.2026</b> .
<b>ITB 21.1</b>	<p>A Bid Security is required.</p> <p>The amount of Bid Security is <b>LKR 128,000,000.00</b> (Sri Lanka Rupees One Hundred and Twenty-Eight Million Only) or <b>USD 416,700.00</b> (United States Dollars Four Hundred and Sixteen Thousand Seven Hundred Only).</p> <p>The Bid Security shall be valid up to <b>06.01.2027</b> as per attached specified format.</p> <p>Securities and Guarantees shall be irrevocable and unconditionally en-cashable upon the first written request from the Procuring Entity.</p> <p>The bid securities issued by the following agencies are acceptable;</p> <ul style="list-style-type: none"> <li>• a commercial bank operating in Sri Lanka approved by the Central Bank of Sri Lanka;</li> <li>• A bank Guarantee issued by a bank based in another eligible source country (Outside of Sri Lanka), but the Security or Guarantee should endorsed/confirmed by a corresponding bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.</li> </ul>
<b>ITB 21.2</b>	Not Allowed
<b>ITB 22.1</b>	<p>In addition to the original of the bid, bidder shall submit one (1) copy of the Bid. In addition, the Bidder shall submit one (1) soft copy of the Bid, separately for the Technical and Price bids in removable storage device. The soft copy of the Price Bid shall be sealed inside the original hard copy of the Bid.</p> <p>The Bidder shall also state in its Bids it agrees that in case of any discrepancy between the original hard copy set and the copies, the original shall govern.</p>
<b>ITB 22.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of written Power of Attorney which should either be (a) notarized or (b) attested by an appropriate authority in the Bidder's home country or

	authenticated Board Resolution to be signed by a person having a power of attorney of the Company. All Documents shall be in English Language or with English Translation certified by Licenced/ Sworn Translator.
<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1 (b)</b>	Electronic bids <b>not allowed</b>
<b>ITB 23.7</b>	Any Bid in which price information is included in the Technical Bid envelope or non-price information is included in the Price Bid envelope may be rejected as non-responsive.
<b>ITB 24.1</b>	<p>For <b><u>bid submission purposes only</u></b>, the Employer's address is:</p> <p><b>The Chairman, High Level Procurement Committee (HLPC) C/O Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka. Postal Code: 10600</b></p> <p>The deadline for bid submission is: Date: <b>06.05.2026</b> Time: <b>1400 hrs. Local time (+ 5.30 GMT)</b></p>
<b>ITB 27.1</b>	<p>The bid opening shall take place at:</p> <p><b>Office of Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, New Building, Oil Installation, Kolonnawa, Wellampitiya, Sri Lanka.</b></p> <p>Date: <b>06.05.2026</b> Time: <b>1400 hrs. Local time (+ 5.30 GMT)</b></p>
<b>ITB 37.1</b>	<p>The currency(ies) of the Bid shall be converted into a single currency as follows: <b>Sri Lankan Rupees (LKR)</b></p> <p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in United States Dollars (USD) into a single currency is: <b>Sri Lankan Rupees (LKR)</b></p> <p>The source of exchange rate shall be: <b>Indicative exchange rate published by Central Bank of Sri Lanka.</b></p> <p>The date for the exchange rate shall be: <b>28 Days prior to date of closing of Bids</b></p>

## **Section 3 - Evaluation and Qualification Criteria**

## Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 28 to ITB 45 (Section E - Evaluation and Comparison of Bids of ITB), no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section 4, Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the United State Dollars (USD) equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective financial year (in which the amounts for that year is to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the commencement date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 37.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

### 1. Responsiveness Check

Prior to detailed technical and financial evaluation, the Employer shall examine each Bid to determine whether it is substantially responsive to the requirements of the Procurement Document.

A substantially responsive Bid is one that conforms to all material terms, conditions, and requirements of the Procurement Document without material deviation, reservation, or omission.

In determining responsiveness, the Employer shall, inter alia:

- verify compliance with the eligibility, qualification, and submission requirements specified in the ITB and BDS;

Bids containing material or unacceptable deviations shall be rejected as non-responsive and shall not be considered for further technical or financial evaluation.

### 2. Domestic Preference

Not Applicable

### 3. Evaluation Criteria of the Bids

#### 3.1. Summary of the Marking Scheme

No.	Item	Total points for criterion	Minimum criteria
1.	<b>Experience</b> Successfully completed at least two (02) petroleum product cross-country pipeline	35	25

	construction projects within the last ten (10) years, executed as EPC or EPCC Contractor.		
2.	Qualification & Experience of Key Personnel who are proposed for this Project	15	15
3.	Financial status, financial stability and availability of Liquid assets and /or credit facilities		
a)	Financial status and financial stability	30	24
b)	Liquid assets and /or credit facilities	10	10
4.	Availability of Essential equipment	10	6
	<b>Total marks</b>	<b>100</b>	<b>80</b>

## Notes:

- i. Bidder shall obtain at-least 80 out of the total marks (100), having met all the individual minimum criteria, to technically qualified.
- ii. This marking scheme is only a guideline for the Bidders which will not grant any legal right to Bidders to claim for eligibility. The final decision for the eligibility of Bidders is with the Employer.

## 3.2. Basis of the Marking Scheme

- 3.2.1. Highest priority is given to the contractors carried out similar nature and capacity pipeline construction projects with combination of On-shore / Off – shore in the recent past, within first five (05) years.
- 3.2.2. The preceding five (05) years is also important to evaluate, but with less priority to assess their continued experience in the relevant field.
- 3.2.3. Work in hand is a qualification for a contractor as the Employer would evaluate the contractor in a similar manner, before awarding the Contract. To comply with this requirement, works cited should be at least 70% (Physical status) completed.
- 3.2.4. To evaluate similar projects, the pipelines have been categorized in to three different ranges of sizes for convenience as indicated below.

Pipeline category based on line sizes

Pipelines have been categorized in the following manner for convenience as their handling and construction methodologies are similar under each category, when the previous experience of Bidders are considered for eligibility purposes.

- i. Small size pipelines - 2” Dia. – 10” Dia.
- ii. Medium size pipelines - 12” Dia. – 22” Dia.
- iii. Large size pipelines - 24” Dia. – 60” Dia. & larger

### 3.3. Detailed Marking Scheme

#### 1) Experience

The Bidder shall have successfully completed at least two (02) petroleum product cross-country pipeline construction projects within the last ten (10) years, executed as EPC or EPCC Contractor.

The pipeline projects considered under this criterion shall include:

- Onshore petroleum product pipelines with a minimum length of ten (10) km in a single project; and
- Offshore petroleum product pipelines with a minimum length of one (01) km in a single project; with pipeline diameters in the range of 12”–22” (medium range) or larger.

Experience in offshore petroleum product pipeline construction, including dredging, may be:

- Executed by the Bidder; or
- Executed by a specialized offshore pipeline subcontractor proposed by the Bidder and acceptable to the Employer.

Where offshore pipeline experience is demonstrated through a specialized subcontractor as per ITB 17.2, such subcontractor shall have successfully completed at least four (04) offshore petroleum product pipeline construction projects, each with a minimum length of one (01) km, of similar nature and capacity within the last ten (10) years.

Where the Bidder is a Joint Venture, the Lead Partner shall have demonstrated experience in pipeline construction works.

Only the technical experience of specialized offshore subcontractors shall be considered for meeting the offshore experience requirement. The financial capacity and general experience of such subcontractors shall not be added to those of the Bidder. Engagement of specialized subcontractors for off-shore works shall not relieve the Bidder of its overall responsibility under the Contract.

**Total points for criterion - 35**

**Minimum points to be obtained - 25**

Sub-criteria and point system for the evaluation is:

<b>Sub-criteria</b>	<b>Points</b>
Two numbers of similar projects completed	25
Three numbers of similar projects completed	30
Four or more numbers of similar projects completed	35
<b>Total points for criterion</b>	<b>35</b>
<b>Minimum points to be obtained for criterion</b>	<b>25</b>

Details shall be entered in Form EXP-1, EXP-2(a), EXP-2(b) & Form SC-1 of Section 4 - Bidding Forms.

Documentary proof (Copy of Purchase Order with completion certificate, performance certificate, completion certificate, agreement, project progress reports and progress payments approved by the respective Employers for ongoing contracts etc.) for successful completion of the work relating to experience shall be submitted with the offer. For projects completed/ongoing in Sri Lanka, Documentary proof shall be certified by an Attorney at Law. For projects completed/ongoing in foreign countries, Documentary proof shall be certified by the Sri Lankan Embassy/ Consular General Office or Foreign Ministry of the relevant country. The bidders shall have very clear documentary evidence in English Language as proof of above experience.

2) Qualification & Experience of Key Personnel who are proposed for this Project

**Compulsory Total points for criterion - 15**

<b>Sub-criteria</b>	<b>Points</b>
<b>Managerial</b>	
<b>Project Manager</b> Chartered Engineer with minimum 12 years' experience as a Project Manager in similar nature EPCC cross country pipeline projects with PMI or equivalent certification. <u>Responsible for:</u> <ul style="list-style-type: none"> <li>• overall management of the project</li> <li>• being the point of contact</li> <li>• being the central point of coordination interfacing with the Employer during all phases of the contract</li> </ul>	4
<b>Lead Design Engineer</b> B.Sc. (Eng) or equivalent with more than 10 years' experience in design of similar nature pipeline projects with off-shore segment including not less than 3 years as a lead design engineer. <u>Responsible for:</u> overall design of the project	2
<b>Lead Project Engineer</b> B.Sc. (Eng) or equivalent with more than 10 years' experience in works of similar nature EPCC pipeline projects with on-shore segment including not less than 3 years as a lead project engineer. <u>Responsible for:</u> overall construction of the project	2
<b>Technical</b>	
<b>Project Engineer</b>	1

B.Sc. (Mechanical Eng.) or equivalent with more than 8 years' experience in works of similar nature EPCC pipeline projects with off-shore segment including not less than 4 years as a project engineer.	
<b>Mechanical Engineer</b> B.Sc. (Mechanical Eng.) or equivalent with more than 5 years' experience in works of similar nature pipeline projects.	1
<b>Civil Engineer</b> B.Sc. (Civil Eng.) or equivalent with more than 10 years' experience in works of similar nature construction projects.	1
<b>Quantity Surveyor / Planning Engineer</b> B.Sc. or equivalent with more than 5 years' experience.	1
<b>Procurement Manager</b> Relevant qualifications and certifications with more than 5 years' experience.	1
<b>QA/QC Manager</b> Relevant qualifications and certifications with more than 5 years' experience.	1
<b>HSE Manager</b> Relevant qualifications and certifications with more than 5 years' experience.	1
<b>Compulsory points for criterion</b>	15

*Sub Criteria for evaluation*

- a) *General Qualifications* – 25%
- b) *Total Experience* – 25%
- c) *Experience related to task* – 50%

Each professional staff member shall obtain at least 80% for above sub-criteria. Detail CVs' and certified copies of proof documents for qualifications of all the key personnel should be provided for evaluation.

The Selected Bidder has the right to replace proposed Personnel with persons having same or higher qualification & experience with in the contract period with prior approval from the Employer.

Details shall be entered in Form PER-1 & Form PER-2 Section 4 - Bidding Forms.

- 3) Financial status, financial stability and availability of Liquid assets and /or credit facilities
  - a) Financial status and financial stability of the Bidder

**Total points for criterion - 30**

**Minimum points to be obtained - 24**

Sub-criteria		Points
Last five years average annual turnover (A)	(A): USD A > USD 43million or equal value in other currency	10
Last year revenue (R)	(R): USD R > USD 43million or equal value in other currency	8
Last year Current Assets/ Current Liabilities (CA/CL)	CA/CL $\geq$ 1.5	5
Last year Debt / Equity ratio (D/E)	(D/E): D/E < 50%	4
Working Capital (WC)	(WC): USD WC > USD 5.0 million or equal value in other currency	3
<b>Total points for criterion</b>		<b>30</b>
<b>Minimum points to be obtained for criterion</b>		<b>24</b>

Details shall be entered in Form FIN-1 & Form FIN-2 Section 4 - Bidding Forms. Documentary evidence such as copies of audited financial statement/accounts certified by an Attorney at Law for the last five (05) years (2020/2021, 2021/2022, 2022/2023, 2023/2024 and 2024/2025) shall be submitted.

b) Liquid assets and /or credit facilities required

**Compulsory Total points for criterion - 10**

Minimum amount of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments (sources of financing), which may be made under the Contract, until the project is taken over by the CPSTL, shall be not less than USD 7.1 million or equivalent value in foreign currency.

Details shall be entered in Form FIN-3 Section 4 - Bidding Forms.

4) Availability of Essential equipment

**Total points for criterion - 10**

**Minimum points to be obtained - 06**

Proposals for the timely acquisition (own, lease, hire, etc.) of the following minimum required essential equipment as applicable shall be entered in Form EQU of Section 4 - Bidding Forms.

Sub-criteria		Points
<b>Equipment and Purpose / Use</b>	<b>Minimum Required Capacity / Specification</b>	10
<b>Pipeline Laying Vessel / Barge with Dynamic Positioning (DP)</b> For subsea installation of 12", 14", and 18" pipelines	Capable of handling 18" pipeline; DP class 2 or higher; adequate deck space for pipe spools and tensioners	

<p><b>Dredger subsea trenching, Pipe Laying Tensioners &amp; Winches</b></p> <p>Control and lay pipeline safely on land and subsea</p>	<p>Minimum tension rated for 18" pipeline; synchronized control for laying long sections</p>
<p><b>Welding Equipment (Automatic Girth Welders + Manual Welding Machines)</b></p> <p>For pipeline joint welding</p>	<p>Automatic welders certified for 18" diameter pipes; compliant with ASME / ASTM / API standards; minimum 2 automatic units plus manual machines for tie-ins</p>
<p><b>ROVs (Remotely Operated Vehicles)</b></p> <p>Subsea inspection, monitoring, and tie-in verification</p>	<p>Minimum 2 ROVs with HD cameras, manipulators; depth rating suitable for Colombo Harbour to Kolonnawa subsea segment</p>
<p><b>Hydrotest Pumps &amp; Accessories</b></p> <p>Pressure testing pipelines post-installation</p>	<p>Capacity to generate design pressure for full length of each pipeline; flow rate suitable for 12", 14", and 18" pipelines; calibrated pressure gauges</p>
<p><b>Excavators, Trenchers &amp; Side booms</b></p> <p>Land pipeline trenching, lifting and laying</p>	<p>Minimum numbers to cover simultaneous work at multiple sites</p>
<p><b>Coating &amp; Wrapping Machines</b></p> <p>For pipeline corrosion protection</p>	<p>Capable of fusion-bonded epoxy (FBE) or tape coating for 12"-18" pipes</p>
<p><b>Cranes (Mobile &amp; Floating)</b></p> <p>Lifting modules, pipes, and heavy equipment</p>	<p>Minimum lifting capacity 50–100 tons depending on modules</p>
<p><b>Torque Wrenches, Hydraulic Torque Tools</b></p> <p>Valve &amp; Flange Installation Tools for proper assembly of piping components</p>	<p>Must be calibrated and certified</p>

The number of points to be assigned as follows;

- |  |   |    |
|--|---|----|
| 1) Own all the required construction equipment   | - | 10 |
| 2) Partly own required construction equipment and commitment to hire the balance equipment | - | 06 |
| 3) No commitment for the required construction equipment                                   | - | 0  |

**3.4. Adjustment for Non-Material Nonconformities (ITB 33.3)**

Provided that a Bid is determined to be substantially responsive, the Employer may rectify non-material nonconformities related to the Bid Price solely for the purpose of bid comparison, in accordance with ITB Clause 33.3.

Such adjustments may include the evaluation-only pricing of minor omitted or non-conforming items that are clearly required by the Procurement Document and do not constitute a material deviation.

Adjustments for evaluation purposes shall be determined using one or more of the following methods:

- corresponding rates provided elsewhere in the Bid; or
- the Employer's reasonable estimate based on recent comparable contracts, market data, or published cost information.

Any adjustment made under this clause shall:

- be applied for evaluation and comparison purposes only;
- not alter the Bid Price for contract award;
- not be payable to the Contractor; and
- not be used to correct material deviations or introduce new scope.

**4. Qualification**

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Lead Partner	
<b>1. Eligibility</b>							
1.1.	Nationality	Nationality in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms BIS-1 and BIS-2 with attachments
1.2.	Conflict of Interest	No conflicts of interest in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	BID FORMS
1.3.	Eligibility	Not having been declared ineligible, as described in ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	BID FORMS
1.4.	Government Owned Entity	Meets conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms BIS-1 and BIS-2 with attachments
<b>2. Historical Contract Non-Performance</b>							
2.1.	History of Non Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 <sup>st</sup> January 2020.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON-1, with attachments
2.2.	Suspension based on Execution of Bid Securing Declaration by	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid within Bid validity	Must meet requirement	Must meet requirement	Must meet requirement	N/A	BID FORMS

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Lead Partner	
	the Employer or withdrawal of the Bid within Bid validity						
2.3.	Pending Litigation	Bidder’s financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON-1, with attachments
2.4.	Litigation History	No consistent history of court/arbitral award decisions against the Bidder since 1st January 2020	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON-1, with attachments
2.5.	Declaration: Environmental and Social (ES) past performance	Declare any contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years.	Must make the declaration. Where there are Specialized Sub contractor/s, the Specialized Sub contractor/s must also	N/A	Each must make the declaration. Where there are Specialized Sub contractor/s, the Specialized Sub contractor/s must also	N/A	Form CON-2

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Lead Partner	
			make the declaration.		make the declaration.		
<b>3. Financial Situation and Performance</b>							
3.1.	Average Annual Construction Turnover	i. Average annual Turnover in last five years (A) shall be greater than USD 43 million: [USD A > USD. 43 million] or equal value in other currency	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Must meet 40%, of the requirement	Form FIN-2, with attachments
3.2.	Financial Capabilities	ii. Last year revenue (R) shall be greater than USDD 43 million: [USD R > USD. 43 million] or equal value in other currency	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Must meet 40%, of the requirement	Form FIN-1, with attachments
		iii. Last year Current Assets to Current Liabilities ratio (CA/CL) shall be equal or greater than 1.5 [CA/CL ≥ 1.5]	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Must meet 40%, of the requirement	Form FIN-1, with attachments
		iv. Last year Debt to Equity ratio (D/E) shall be less than 50% [D/E < 50%]	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Must meet 40%, of the requirement	Form FIN-1, with attachments
		v. Working Capital (WC) shall be greater than greater than USD. 5.0 million: [USD WC > USD. 5.0 million] or equal value in other currency	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Must meet 40%, of the requirement	Form FIN-1, with attachments
		vi. The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any	Must meet requirement	Must meet requirement	Must meet 25%, of the requirement	Must meet 40%, of the requirement	Form FIN-3, with attachments

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Lead Partner	
		contractual advance payment) sufficient to meet the construction cash flow requirements estimated as UDD 7.1 million or equivalent value in foreign currency for the subject contract(s) net of the Bidders other commitments					
		vii. The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN-1, Form CON-3 with attachments
		viii. The audited balance sheets / audited financial reports or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN-1, with attachments
<b>4. Experience</b>							
4.1.	General Construction Experience	Successfully completed at least two (02) petroleum product cross-country pipeline construction projects within the last ten (10) years, executed as EPC or EPCC Contractor.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Form EXP-1, Form EXP-2(a), Form EXP-2(b), Form CON-3

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Lead Partner	
		<p>The pipeline projects considered under this criterion shall include:</p> <ul style="list-style-type: none"> <li>Onshore petroleum product pipelines with a minimum length of ten (10) km in a single project; and</li> <li>Offshore petroleum product pipelines with a minimum length of one (01) km in a single project;</li> </ul> <p>with pipeline diameters in the range of 12”–22” (medium range) or larger.</p> <p>Experience in offshore petroleum product pipeline construction, including dredging, may be:</p> <ul style="list-style-type: none"> <li>Executed by the Bidder; or</li> <li>Executed by a specialized offshore pipeline subcontractor proposed by the Bidder and acceptable to the Employer.</li> </ul>					with attachments
4.2.		<p>For the following specialized works, the Employer permits specialized sub-contractors as per ITB 17.2”</p> <p><b><u>Offshore pipeline Construction</u></b></p> <p>Where offshore pipeline experience is demonstrated through a specialized subcontractor as per ITB 17.2, such subcontractor shall have</p>	Must meet requirement (Requirement can be met through a Specialized Sub contractor)	Must meet requirement	N/A	Requirement can be met through a Specialized Sub contractor	Form EXP-1, Form EXP-2(a), Form EXP-2(b), Form CON-3, Form SC-1 with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Lead Partner	
		<p>successfully completed at least four (04) offshore petroleum product pipeline construction projects, each with a minimum length of one (01) km, of similar nature and capacity within the last ten (10) years.</p> <p>Only the technical experience of specialized offshore subcontractors shall be considered for meeting the offshore experience requirement. The financial capacity and general experience of such subcontractors shall not be added to those of the Bidder. Engagement of specialized subcontractors for off-shore works shall not relieve the Bidder of its overall responsibility under the Contract.</p>					
<b>5. Qualification &amp; Experience of Key Personnel who are proposed for this Project</b>							
5.1.	Managerial	<p><b>Project Manager</b> Chartered Engineer with minimum 12 years' experience as a Project Manager in similar nature EPCC cross country pipeline projects with PMI or equivalent certification.</p> <p><u>Responsible for:</u></p> <ul style="list-style-type: none"> <li>• overall management of the project</li> <li>• being the point of contact</li> <li>• being the central point of coordination</li> <li>• interfacing with the Employer during all</li> </ul>	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Lead Partner	
		phases of the contract					
5.2.		<p><b>Lead Design Engineer</b>                      B.Sc. (Eng) or equivalent with more than 10 years' experience in design of similar nature pipeline projects with off-shore segment including not less than 3 years as a lead design engineer.  <u>Responsible for:</u></p> <ul style="list-style-type: none"> <li>overall design of the project</li> </ul>	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2
5.3.		<p><b>Lead Project Engineer</b>                      B.Sc. (Eng) or equivalent with more than 10 years' experience in works of similar nature EPCC pipeline projects with on-shore segment including not less than 3 years as a lead project engineer.  <u>Responsible for:</u></p> <ul style="list-style-type: none"> <li>overall construction of the project</li> </ul>	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2
5.4.	Technical	<p><b>Project Engineer</b>                      B.Sc. (Mechanical Eng.) or equivalent with more than 8 years' experience in works of similar nature EPCC pipeline projects with off-shore segment including not less than 4 years as a project engineer.</p>	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER - 2

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Lead Partner	
5.5.		<b>Mechanical Engineer</b> B.Sc. (Mechanical Eng.) or equivalent with more than 5 years' experience in works of similar nature pipeline projects.	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER -2
5.6.		<b>Civil Engineer</b> B.Sc. (Civil Eng.) or equivalent with more than 10 years' experience in works of similar nature construction projects.	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER -2
5.7.		<b>Quantity Surveyor / Planning Engineer</b> B.Sc. or equivalent with more than 5 years' experience.	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER -2
5.8.		<b>Procurement Manager</b> Relevant qualifications and certifications with more than 5 years' experience.	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER -2
5.9.		<b>QA/QC Manager</b> Relevant qualifications and certifications with more than 5 years' experience.	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER -2
5.10.		<b>HSE Manager</b> Relevant qualifications and certifications with more than 5 years' experience.	Must meet requirement	Must meet requirement	N/A	N/A	Form PER -1 & Form PER -2

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Lead Partner	
<b>6. Availability of Essential equipment</b>							
6.1.		Proposals for the timely acquisition (own, lease, hire, etc.) of the following minimum required essential equipment. <ul style="list-style-type: none"> <li>i. Pipeline Laying Vessel / Barge with Dynamic Positioning (DP)</li> <li>ii. Dredger subsea trenching, Pipe Laying Tensioners &amp; Winches</li> <li>iii. Welding Equipment (Automatic Girth Welders + Manual Welding Machines)</li> <li>iv. ROVs (Remotely Operated Vehicles)</li> <li>v. Hydrotest Pumps &amp; Accessories</li> <li>vi. Excavators, Trenchers &amp; Sidebooms</li> <li>vii. Coating &amp; Wrapping Machines</li> <li>viii. Cranes (Mobile &amp; Floating)</li> <li>ix. Torque Wrenches, Hydraulic Torque Tools</li> </ul>	Must meet requirement	Must meet requirement	N/A	N/A	Form EQU

Notes

**1. Non-Performance**

Non-performance includes all contracts where:

- a. Non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract; and
- b. Non-performance was challenged but fully resolved against the contractor.

Non-performance does not include contracts where the Employer’s decision was overruled by the dispute resolution mechanism. Non-

performance shall be based on fully settled disputes or litigation, i.e., disputes or litigation resolved according to the respective contract's dispute resolution mechanism and where all appeal instances available to the Bidder have been exhausted. This requirement also applies to contracts executed by the Bidder as a member of a Joint Venture (JV).

## **2. Litigation and Arbitration**

The Bidder shall provide accurate information in the Bid Forms and relevant forms in Section 4 - Bidding Forms regarding any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court or arbitral awards against the Bidder, or any member of a JV, may result in disqualification. The Employer may seek further information or clarification during due diligence.

## **3. Similarity of Previous Experience**

The similarity of previous experience shall be based on the physical size, complexity, methods/technology, and/or other characteristics described in Section 6 – Employer's Requirements. Aggregation of multiple small-value contracts (below the minimum value specified) to meet the overall requirement will not be accepted.

To comply with this requirement, cited works should be at least 70% completed. For contracts in which the Bidder participated as a JV member or sub-contractor, only the Bidder's share by value shall be considered. For a JV, the value of contracts completed by individual members will not be aggregated to determine whether the minimum value of a single contract has been met. However, the number of contracts meeting the minimum value completed by all members may be aggregated to determine the total number of qualifying contracts.

## **4. Specialized Subcontractors**

Only the technical experience of specialized offshore subcontractors shall be considered for meeting the offshore experience requirement. The financial capacity and general experience of such subcontractors shall not be added to those of the Bidder. Engagement of specialized subcontractors for off-shore works shall not relieve the Bidder of its overall responsibility under the Contract.

## Section 4 - Bidding Forms (BDF)

**Note to Bidders:**

All forms included in this Section shall be completed and submitted strictly in accordance with ITB Clause 11 and the Bid Data Sheet (BDS).

Forms designated for the Technical Bid shall be submitted in the **Technical Bid envelope only**.

Forms designated for the Price Bid shall be submitted in the **Price Bid envelope only**.

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**BID FORMS**

DUPLICATE

# Letter of Technical Bid

## INSTRUCTIONS TO BIDDERS

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*Place this Letter of Technical Bid in the "TECHNICAL BID" envelope.*

*The Bidder must prepare the Letter of Technical Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

**Date of this Bid submission:** .....

**Request for Bid No.:** KPR/13/2026

**Alternative No.:** [insert identification No if this is a Bid for an alternative]

To: **Chairman  
Ceylon Petroleum Storage Terminals Limited  
Oil Installation  
Kolonnawa  
Wellampitiya  
Sri Lanka**

Dear Sir or Madam:

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Bid, and
- (b) The Price Bid.

Having examined the Procurement Documents, including any Addenda issued in accordance with **ITB 8**, we, the undersigned, offer to execute the Works on EPCC basis to \_\_\_\_\_, in full conformity with the said Procurement Documents, and any Addenda.

We undertake, if our Bid is accepted, to commence the Works and achieve Completion within the respective times stated in the Procurement Documents.

We hereby certify that we, including any subcontractors or manufacturers for any part of the contract, meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

State-owned enterprise or institution: *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.5];*

**Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

Name	Address
1. ....	
2. ....	
3. ....	

We agree to abide by this Bid, which, in accordance with **ITB 11** and **ITB 12**, consists of this Letter of Technical Bid and enclosures, until **11.11.**, and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

---

**Name of the Bidder:** *\*[insert complete name of the Bidder and Company Seal]*

---

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:**  
**\*\*** *[insert complete name of person duly authorized to sign the Bid]*

---

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

---

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

---

**Date signed** *[insert date of signing]* **day of** *[insert month], [insert year]*

**Contact Details of the person duly authorized to sign the Bid on behalf of the Bidder:**

*[insert contact details for the use of Notification of Intention to Award]*

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bidding Schedules.

ENCLOSURE(S):

DUPLICATE

# Letter of Price Bid

## INSTRUCTIONS TO BIDDERS

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

*Place this Letter of Price Bid in the "PRICE BID" envelope.*

*The Bidder must prepare the Letter of Price Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

**Date of this Bid submission:** .....

**Request for Bid No.:** KPR/13/2026

**Alternative No.:** *[insert identification No if this is a Bid for an alternative]*

To: **Chairman  
Ceylon Petroleum Storage Terminals Limited  
Oil Installation  
Kolonnawa  
Wellampitiya  
Sri Lanka**

Dear Sir or Madam:

We, the undersigned Bidder, hereby submit the second part of our Bid, the Price Bid.

Having examined the Procurement Documents, the Addenda issued in accordance with **ITB 8**, we, the undersigned, offer to execute the Works on EPCC basis to \_\_\_\_\_, in full conformity with the said Procurement Documents, and any Addenda for the Bid Price, excluding any discounts offered as follows:

**Bid Price:** *[insert the bid price of in words and figures, indicating the various amounts and the respective currencies];*

The discounts offered and the methodology for their application is:

(i) The discounts offered are: *[Specify in detail each discount offered]*

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

If our Bid is accepted, we undertake to provide an advance payment security, and a Performance Security in the forms, in the amounts, and within the times specified in the Procurement Documents.

We agree to abide by this Bid, which, in accordance with **ITP 11** and **ITP 12**, consists of this Letter of Price Bid and the enclosures listed below, until **11.11.2026** and it shall remain binding upon us and may be accepted by you at any time on or before this date.

**Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

---

**Name of the Bidder:** *[insert complete name of the Bidder and Company Seal]*

---

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:**  
**\*\*** *[insert complete name of person duly authorized to sign the Bid]*

---

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

---

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

---

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

**Contact Details of the person duly authorized to sign the Bid on behalf of the Bidder:**  
*[insert contact details for the use of Notification of Intention to Award]*

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bidding Schedules.

ENCLOSURE(S):

**TECHNICAL BID FORMS**

DUPLICATE

## Design Proposal

*The Bidder shall submit a Design Proposal which addresses, at a minimum, the following:*

- (a) *Organizational arrangements for design, including design team structure, key personnel, roles and responsibilities, interface management between disciplines, coordination with construction and commissioning activities, design review and approval procedures, and quality assurance measures.*
- (b) *Proposed design deliverables for the Works, including cross-country and terminal pipeline systems (18" and 14" piggable pipelines), route alignment and corridor planning, crossings, hydraulic and surge analysis, mechanical systems, pump house and terminal modifications, civil and structural works, electrical, instrumentation, fire protection, leak detection, cathodic protection, and associated safety systems.*
- (c) *Design statement explaining how the Employer's Requirements will be achieved, including compliance with applicable international standards (such as API, ASME, NFPA, IEC, ISO), Sri Lankan codes and regulations, and CPSTL operational, safety, and maintenance requirements.*
- (d) *Added value and innovation, including design solutions that enhance safety, constructability, operational reliability, lifecycle performance, and efficiency, while minimizing disruption to ongoing CPSTL operations.*
- (e) *Comments on the Employer's Requirements, including:*
  - (i) *status and adequacy of available information and design inputs;*
  - (ii) *identification of any errors, ambiguities, or missing information; and*
  - (iii) *any proposed refinements to conceptual designs necessary to meet the Employer's Requirements, without constituting exclusions.*
- (f) *Sustainable design and construction considerations, including energy efficiency, material optimization, reduction of construction waste, environmental footprint minimization, and responsible sourcing of materials.*
- (g) *Strategy for incorporating environmental and social (ES) requirements into the design, including baseline ES data considerations, management of impacts along the pipeline corridor and terminal areas, and mitigation of impacts on communities, traffic, utilities, and ongoing operations.*
- (h) *Health, safety, security, and risk-based design approach, including pipeline integrity management, fire and explosion risk mitigation, emergency response considerations, and integration with CPSTL fire and safety systems.*
- (i) *Risk management, stakeholder engagement, consultation, and permitting strategy, including coordination with CPSTL operations, relevant authorities, utility agencies, port and harbour users, and statutory approval processes.*
- (j) *Value Engineering and Value Management approach, including evaluation of design alternatives to optimize safety, cost, constructability, operational efficiency, and environmental and social outcomes.*
- (k) *Software systems proposed for planning, design, analysis, records, and reporting, including scheduling tools, pipeline design and modelling software, and document control systems.*
- (l) *Any other relevant information necessary to demonstrate the Bidder's understanding, capability, and approach to executing the Works in full compliance with the Employer's Requirements.*
- (m) *The Design Proposal shall explicitly demonstrate how all designs, tie-in works, and construction interfaces will be safely planned and executed within a live terminal and live harbour environment, ensuring continuous operations, strict compliance with permit-to-work systems, and full integration with existing CPSTL facilities without disruption to ongoing pipeline, tanker, and port activities.*

# Method Statement for Key Construction Activities

*The Bidder shall provide detailed Method Statements for key construction activities, addressing risks and execution methodology. Each Method Statement shall describe:*

- *Proposed work approach and sequence;*
- *Staffing levels and experience;*
- *Safe systems of work including HSSE measures;*
- *Equipment, machinery, and materials to be employed;*
- *Management of ongoing operations at Kolonnawa Installations and Colombo Harbour;*
- *Temporary works and site facilities, including fire barriers, scaffolding, site offices, laydown areas, utilities, traffic/yard segregation, and other temporary structures;*
- *Demolition, removal, or relocation activities required for construction;*
- *Procurement and handling of materials, long-lead equipment, and temporary storage arrangements.*

*Method Statements shall cover at minimum:*

1. *Site Preparation, Temporary Facilities, and Civil Works – site establishment, access roads and work sites along the pipeline corridor, traffic management arrangements, flagmen services, temporary works, excavation and backfilling, trench support, HDD or boring works (if applicable), reinstatement, and demolition or removal of existing structures where required.*
2. *Pipeline Construction Works – stringing, welding, non-destructive testing (NDT), field joint coating, lowering-in, backfilling, and reinstatement for 18” and 14” piggable pipelines, including works in onshore, offshore/subsea (if applicable), road crossings, railway crossings, waterways, and other critical crossings.*
3. *Terminal and Pump House Modifications – civil, structural, mechanical, and piping works at DTB Colombo Harbour and Kolonnawa Installation, including foundations, pipe racks, pump house modifications, supports, and integration with existing facilities.*
4. *Installation of Piping, Valves, and Appurtenances – installation of pig launchers and receivers, isolation and control valves, strainers, flow meters, fittings, supports, anchors, expansion provisions, and temporary supports.*
5. *Mechanical, Electrical, and Instrumentation Systems – installation and integration of pumps (if applicable), motors, electrical power supply (LV/ELV), earthing and bonding, instrumentation, communications, UPS systems, and lighting along the pipeline and terminal areas.*
6. *Fire Protection, Safety, and Environmental Controls – permanent and temporary fire protection systems, spill containment, leak detection, emergency shutdown systems, safety signage, environmental protection measures, and temporary safety arrangements during construction.*

7. *Tie-ins and Integration Works – live tie-ins to existing pipelines, tanks and terminal systems, isolation procedures, shutdown coordination, interface management with ongoing CPSTL operations, and sequencing to minimize operational disruptions.*
8. *Testing, Pre-Commissioning, and Commissioning – hydrostatic testing, pigging and cleaning, drying, integrity verification, functional testing of mechanical, electrical, instrumentation, leak detection and safety systems, and final commissioning and handover.*

*All Method Statements shall demonstrate compliance with the Employer's Requirements, Sri Lankan regulations, NFPA, API, IEC codes, and international best practices.*

DUPLICATE

## Mobilization Schedule

*[insert Mobilization Schedule]*

DUPLICATE

## Sustainable Procurement Proposal

*In addition to submitting the required Environmental and Social (ES) Management Strategies and Implementation Plans, the Bidder shall provide a Sustainable Procurement Proposal demonstrating how it will meet, and where possible exceed, the sustainable procurement requirements specified in Section 6 – Employer’s Requirements.*

*The Proposal shall include, as a minimum:*

- Selection of materials, equipment, and services with low environmental impact, including energy-efficient or recyclable options.*
- Measures to minimize construction waste, optimize material usage, and reduce transportation-related emissions.*
- Plans for responsible sourcing, including verification of suppliers, adherence to environmental and social standards, and local procurement where feasible.*
- Any added value measures to exceed the Employer’s sustainability expectations, including innovative approaches to efficiency, safety, or environmental performance.*

*The Sustainable Procurement Proposal shall be integrated with the overall Design and Construction approach, and demonstrate compliance with Employer’s Requirements, Sri Lankan regulations, and relevant international standards (e.g., ISO 14001, NFPA, API, IEC).*

# Construction and/or Erection Management Strategy

*The Bidder shall submit a Construction and/or Erection Management Strategy which addresses, at a minimum, the following:*

- a) Organizational arrangements for construction and erection management, including team structure, roles and responsibilities, interface arrangements, approval procedures, and quality assurance measures;*
- b) Subcontractor selection and management for all elements of the Works, including off-shore pipelines and facilities;*
- c) Training proposals for all personnel attending the site, including induction on HSSE and ongoing operations at Kolonnawa Installation and Colombo Harbour;*
- d) Stakeholder engagement including coordination with CPSTL operations, road and rail tanker movements, ship movements at Colombo Harbour and all other third-party users of existing facilities;*
- e) Obtaining and managing permits, approvals, and consents, including site access and work during restricted hours;*
- f) Site setup proposals, including temporary site offices, access, accommodation, welfare facilities, storage for plant and materials, and temporary works such as fire barriers and safety segregation;*
- g) Construction phasing proposals, including sequence of work, coordination with ongoing operations, and management of conflicting activities;*
- h) Erection strategy, covering sequence of installation, safety considerations, tie-ins to existing systems, pre-commissioning testing, and conflict management;*
- i) Ensuring geotechnical and advance works comply with ES requirements;*
- j) Risk management approach for geotechnical, subsurface, and operational interface aspects;*
- k) Quality management system, including a draft Quality Management Plan;*
- l) Sustainability measures, demonstrating commitment to sustainable construction practices, energy efficiency, reduction of waste, material optimization, and responsible sourcing;*
- m) Preparation, approval, and implementation of Contractor's Environmental and Social (ES) Management Plan;*
- n) Preparation, approval, and implementation of Occupational and Community Health and Safety Management Plan;*
- o) Grievance redress mechanisms for workforce and affected communities;*
- p) Testing arrangements upon completion of construction and tie-in works;*
- q) Site handover arrangements, including providing all required trainings and submission of as-built drawings, operation and maintenance manuals, and other relevant documentation; and*
- r) Any other information the Bidder considers relevant for safe, efficient, and compliant execution of the Works.*

# Code of Conduct for Contractor's Personnel (ES) Form

*Note to the Bidder:*

*The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.*

*The Bidder shall initial and submit the Code of Conduct form as part of its Bid.*

## CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Contractor's Personnel" and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behaviour will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of Sexual Harassment, which means unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

### **RAISING CONCERNS**

If any person observes behaviour that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

**FOR CONTRACTOR'S PERSONNEL:**

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *[enter name of Contractor's contact person(s) with relevant experience]* requesting an explanation.

Name of Contractor's Personnel: *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**ATTACHMENT 1:** Behaviours constituting Sexual Exploitation and Abuse (SEA) and behaviours constituting Sexual Harassment (SH)

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM****BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA)  
AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviours.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favour.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

## Work Program

*The Bidder shall submit a detailed Work Program for the design, procurement, construction, testing, commissioning, and handover of the Works. The Work Program shall be prepared in accordance with the Employer's Requirements and shall identify major milestones, interfaces with ongoing petroleum terminal, railway operations and harbour operations, and the critical path.*

*The Work Program shall include, as a minimum:*

- (a) Design activities, including preparation, submission, review, and Employer's no-objection of all required design deliverables;*
- (b) Pre-construction activities, including mobilization, obtaining approvals from authorities, site preparation works, establishment of temporary site facilities, access arrangements, and procurement of long-lead items;*
- (c) Execution of the Works within the Time for Completion, clearly identifying construction sequencing, key interfaces, and constraints arising from ongoing CPSTL, harbour and railway operations etc.;*
- (d) Testing, pre-commissioning, commissioning, and handover of the completed Works, including coordination with the Employer's operational requirements;*
- (e) Submission and Employer's no-objection to the Contractor's Method Statements and Implementation Plans (MSIPs), which collectively form the Contractor's Environmental and Social Management Plan (C-ESMP), in accordance with the Particular Conditions – Part B – Sub-Clause 4.1;*
- (f) Establishment of the Dispute Avoidance and Adjudication Board (DAAB) in accordance with the Contract;*
- (g) Key milestones including, but not limited to, Project Kick-Off, Completion of Engineering, Completion of Procurement, Completion of Construction, and Completion of Commissioning; and*
- (h) Any other activities or milestones necessary to demonstrate timely and safe completion of the Works in compliance with the Contract.*

## Contract Personnel Organization Chart

*The Bidder shall provide an organization chart illustrating the proposed management structure and reporting lines for delivery of the Contract. The organization chart shall include the names of all Key Personnel. A separate site organization chart shall clarify the site organization, reporting lines at site, and shall include names of key personnel at site.*

DUPLICATE

# Risk assessment and Proposed Management Plan

*The Bidder shall submit a Risk Register identifying the key risks and hazards anticipated during the design, procurement, construction, testing, and commissioning of the Works.*

*For each significant risk, particularly those ranked as high or medium impact, the Risk Register shall include, as a minimum:*

- (a) description of the risk or hazard;*
- (b) assessment of potential impacts on health and safety, environment, cost, time/programme, quality, and operations; and*
- (c) proposed mitigation, control, and monitoring measures, including allocation of responsibility.*

*The Risk Register shall demonstrate that the Bidder has considered the specific conditions of the Project, including execution within an operational petroleum terminal environment, railway system and a harbour, interface with ongoing operations, and compliance with applicable laws and Employer's Requirements.*

## **Supply Chain Risks:**

*Where risks related to procurement, logistics, importation, availability of materials or equipment, or subcontractor performance are identified, the Bidder shall include a Supply Chain Risk Management Plan outlining proposed preventive and contingency measures.*

*The Risk Register shall be a living document, to be reviewed and updated throughout the execution of the Works in accordance with the Contract.*

## Form EQU - Contractor's Equipment

The Bidder shall provide details of the availability and assured access to the essential equipment required for the proper and timely execution of the Works in accordance with the Employer's Requirements and the proposed Work Programme.

The information provided in this Form shall demonstrate the Bidder's capacity, readiness, and reliability to mobilize and operate the required equipment within the Contract Time.

A separate Form shall be prepared for each item of equipment proposed:

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

\*supporting documentary evidence, where applicable, such as ownership documents, lease agreements, hire contracts, or letters of intent.

Where equipment is proposed to be leased or hired, the Bidder shall provide firm and verifiable commitments confirming availability for the duration and timing required under the Contract.

Equipment proposed under this Form shall be suitable for use within an operational petroleum terminal environment, operational railways and operational harbour, including compliance with applicable safety, environmental, and regulatory requirements at CPSTL Kolonnawa Installation and other relevant authorities.

Submission of this Form shall not limit the Contractor's responsibility to provide all additional equipment, plant, tools, or resources necessary to complete the Works in accordance with the Contract, whether or not such equipment is listed herein.

DUPLICATE

**PERSONNEL**

DUPLICATE

## Form PER -1 - Key Personnel qualifications and resource schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate. Bidders should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- The name and role for each Key Personnel position
- The duration of each Key Personnel appointment
- The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.

<b>Managerial</b>		
1.	<b>Title of position:</b> Project Manager	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
2.	<b>Title of position:</b> Lead Design Engineer	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
3.	<b>Title of position:</b> Lead Project Engineer	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>

<b>Technical</b>		
4.	<b>Title of position:</b> Project Engineer	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	<b>Title of position:</b> Mechanical Engineer	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	<b>Title of position:</b> Civil Engineer	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
7.	<b>Title of position:</b> Quantity Surveyor / Planning Engineer	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
8.	<b>Title of position:</b> Procurement Manager	
	<b>Name of candidate:</b>	

	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
9.	<b>Title of position:</b> QA/QC Manager	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
10.	<b>Title of position:</b> HSE Manager	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

## Form PER-2 - Resume and Declaration

Name of Bidder:
-----------------

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
Qualifications	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

### Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

**Name of Key Personnel:** *[insert name]* \_\_\_\_\_

Signature: \_\_\_\_\_

Date: (day/ month/ year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**SUBCONTRACTORS**

DUPLICATE

## Form SC-1 - Proposed Subcontractors

*The Bidder shall list below the proposed Subcontractor(s) and/or manufacturer(s) intended to be engaged for the specific activity or sub-activity indicated.*

*Except where expressly permitted in the Contract, subcontracting of the Works is restricted. Subcontracting shall be permitted only for the Off-shore Segment, subject to compliance with the Contract and prior approval of the Employer.*

*For the permitted scope, the Bidder may propose one or more alternative Subcontractors for the relevant activity or sub-activity. Any proposed Subcontractor shall be suitably qualified, experienced, and compliant with the Employer's Requirements.*

*Engagement of any Subcontractor shall not relieve the Contractor of its full responsibility for the execution, performance, quality, safety, and completion of the Works in accordance with the Contract.*

*Parts of the Works for which subcontracting is not permitted are specified in the Particular Conditions – Part A (Contract Data), Sub-Clause 4.4(b).*

Activity/Sub-Activity	Proposed Subcontractor's name and address	Nationality

**BIDDER'S QUALIFICATION**

DUPLICATE

## Form BIS-1 - Bidder Information Sheet

Date: \_\_\_\_\_

Bid No.: KPR/13/2026

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.2 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.5, documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Employer</li> </ul>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

## Form BIS-2 - Party to JV Information Sheet

Date: \_\_\_\_\_

Bid No.: KPR/13/2026

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.2. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.5.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.

# Form CON-1 - Historical Contract Non-Performance, Pending Litigation and Litigation History

*[The following table shall be filled in for the Bidder and for JVs, each member of the Joint Venture]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member's Name: *[insert full name]*

**Bid No. and Title: KPR/13/2026 - Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP )**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Non-Performed Contracts in accordance with Section 3, Evaluation and Qualification Criteria of the Procurement Document</b>			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January 2020 <input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January 2020			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<b>Pending Litigation, in accordance with Section 3, Evaluation and Qualification Criteria of the Procurement Document</b>			
<input type="checkbox"/> No pending litigation <input type="checkbox"/> Pending litigation			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
<b>Litigation History in accordance with Section 3, Evaluation and Qualification Criteria of the Procurement Document</b>			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
[insert year]	[insert percentage]	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i>  Matter in dispute: <i>[indicate main issues in dispute]</i>  Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i>  Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	[insert amount]

## Form CON-2 - Environmental and Social Performance Declaration

*[The following table shall be filled in for the Bidder and for JVs, each member of the Joint Venture and each Specialized Subcontractor]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

**Bid No. and Title: KPR/13/2026 - Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP)**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Environmental and Social Performance Declaration</b>			
<b>in accordance with Section 3, Evaluation and Qualification Criteria, and Requirements of Procurement Document</b>			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section 3, Qualification Criteria, and Requirements.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section 3, Qualification Criteria, and Requirements. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>

<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
<b>Performance Security called by an employer(s) for reasons related to ES performance</b>			
<b>Year</b>	<b>Contract Identification</b>		<b>Total Contract Amount (current value, currency, exchange rate and USD equivalent)</b>
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>		<i>[insert amount]</i>

## Form CON-3 - Current Contract Commitments / Works in Progress

*Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

**Bid No. and Title: KPR/13/2026 - Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP)**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Name of contract and Bidder's role (EPC / EPCC / JV partner)	Employer, contact address/tel/fax	Contract value and Value of outstanding work (current USD equivalent)	Estimated completion date	Average monthly invoicing over last six months (USD/month)
1.				
2.				
3.				
4.				
5.				
etc.				

# Form EXP-1 - General Construction Experience

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's Name: *[insert full name]*

**Bid No. and Title: KPR/13/2026 - Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP)**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		<ul style="list-style-type: none"> <li>• Contract name: _____</li> <li>• Brief Description of the Works performed by the Bidder: _____</li> <li>• Amount of contract: _____</li> <li>• Name of Employer: _____</li> <li>• Address: _____</li> </ul>	
		<ul style="list-style-type: none"> <li>• Contract name: _____</li> <li>• Brief Description of the Works performed by the Bidder: _____</li> <li>• Amount of contract: _____</li> <li>• Name of Employer: _____</li> <li>• Address: _____</li> </ul>	
		<ul style="list-style-type: none"> <li>• Contract name: _____</li> <li>• Brief Description of the Works performed by the Bidder: _____</li> <li>• Amount of contract: _____</li> <li>• Name of Employer: _____</li> <li>• Address: _____</li> </ul>	

## Form EXP-2(a) - Specific Construction and Contract Management Experience

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's Name: *[insert full name]*

**Bid No. and Title: KPR/13/2026 - Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP)**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No.	Information			
Contract Name and Identification number				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub contractor <input type="checkbox"/>
Total Contract Amount				USD
If member in a JV or sub contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number:				
E-mail:				

## Form EXP-4.2(a) (cont.) - Specific Construction and Contract Management Experience (cont.)

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

**Bid No. and Title: KPR/13/2026 - Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP)**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 3.3 of Section 3:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

## Form EXP-2(b) - Construction Experience in Key Activities

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Bidder's Joint Venture Member's Name: *[insert full name]*

Sub-contractor's Name (as per ITB 34.2 and 34.3): *[insert full name]*

**Bid No. and Title: KPR/13/2026 - Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP)**

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All Sub-contractors for key activities must complete the information in this form as per ITB 35.4 and Section 3 - Evaluation and Qualification Criteria, Sub-Factor 3.3.

1. Key Activity 1: \_\_\_\_\_

Similar Contract No.	Information			
Contract Name and Identification number				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub contractor <input type="checkbox"/>
Total Contract Amount				USD
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 2022				
Year 2023				
Year 2024				
Year 2025				
	Information			
Employer's Name:				
Address:				
Telephone/fax number:				
E-mail:				

2. Key Activity 2: \_\_\_\_\_

3. Key Activity 3: \_\_\_\_\_

4. Key Activity .....: \_\_\_\_\_

	<b>Information</b>
Description of the key activities in accordance with Sub-Factor 3.3 of Section 3:	

DUPLICATE

# Form FIN-1 - Financial Situation and Performance

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member Name \_\_\_\_\_

**Bid No. and Title: KPR/13/2026 - Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP)**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

## 1. Financial Data

Type of Financial information in (currency)	Historic information for previous 5 years, (amount in currency _____)				
	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity (TE)					
Total Debt (TD)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

## 2. Financial documents

The Bidder and its parties shall provide copies of financial statements for last five (5) years pursuant Section 3, Evaluation and Qualifications Criteria, Sub-factor 3.3.

The financial statements shall:

- a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - b) be independently audited or certified in accordance with local legislation.
  - c) be complete, including all notes to the financial statements.
  - d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements for the last five (5) years (2020/2021, 2021/2022, 2022/2023, 2023/2024 and 2024/2025) as required above; and complying with the requirements.

## Form FIN-2 - Average Annual Construction Turnover

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member Name \_\_\_\_\_

**Bid No. and Title: KPR/13/2026 - Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP)**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Year	Amount Currency.....	Exchange rate	USD equivalent
2020/2021	[insert amount and indicate currency]		
2021/2022			
2022/2023			
2023/2024			
2024/2025			
Average Annual Construction Turnover *			

\* See Section 3, Evaluation and Qualification Criteria, Sub-Factor 3.3.

## Form FIN-3 - Financial Resources / Sources of Finance

*Specify proposed sources of financing, such as liquid assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3, Evaluation and Qualification Criteria*

Source of financing	Amount (USD equivalent)
1.	
2.	
3.	
4.	

## Others

*Commercial or contractual aspects of the Procurement Document that the Bidder would like to discuss with the Employer during clarifications.*

DUPLICATE

**DECLARATIONS**

DUPLICATE

## Form BD – Bidder’s Declaration

Bidder’s Name: *[insert full name]*

Date: *[insert day, month, year]*

**Bid No. and Title: KPR/13/2026 - Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP)**

To: **Chairman  
Ceylon Petroleum Storage Terminals Limited  
Oil Installation  
Kolonnawa  
Wellampitiya  
Sri Lanka**

Dear Sir or Madam:

We, the undersigned Bidder, hereby declares and confirms the following in connection with the submission of this Bid for the *[Project Name]*:

### **Compliance with Employer’s Requirements**

The Bidder confirms that it has carefully examined the Employer’s Requirements, including the technical specifications, drawings, and contract documents, and undertakes to fully comply with all requirements, including the design, construction, commissioning, and handover of the Works.

### **Country-of-Origin**

All equipment, materials, systems, and components proposed for the Works shall originate only from the countries specifically listed in the Employer’s Requirements. The Bidder confirms that no items from other countries are included, either directly or indirectly.

### **BOQ / Lump Sum Price Breakdown**

The prices submitted in the Breakdown of Fixed Lump Sum Price and Summary and any attached BOQ fully reflect all costs, obligations, taxes, duties, levies, and statutory contributions applicable in Sri Lanka. The Lump Sum Price includes all costs required to complete the Works in accordance with the Contract, including coordination with ongoing operations at the Kolonnawa Installation, railway and Colombo Harbour.

### **Security and Operational Awareness**

The Bidder confirms that all personnel proposed for the Works have been briefed on the high-security nature of the Kolonnawa Installation and Colombo Harbour, and that the Bidder accepts all operational restrictions and requirements for safe execution of the Works within a live installation, railways and a harbour. All personnel shall obtain the necessary gate passes and comply with CPSTL/ Harbour security procedures. The Bidder shall be responsible for any incidents or damages arising from its personnel, equipment, or operations.

**Subcontracting**

All proposed subcontractors and/or manufacturers listed in the Bid shall perform only the activities indicated. The Bidder understands and agrees that any additional subcontractors require prior approval by the Employer in accordance with ITB/Contract provisions.

**Environmental, Health, Safety, and Social Compliance**

The Bidder confirms that the proposed Works shall be executed in accordance with applicable laws and regulations in Sri Lanka and the Employer's requirements for environmental, health, safety, and social management. All personnel shall be trained and follow required procedures, including those related to occupational health, fire prevention, traffic management, and site safety.

**Contractual Acceptance**

The Bidder confirms that it has examined all contract conditions, milestone payment provisions, and other contractual obligations, and undertakes to perform the Works in strict compliance with the Contract, including all terms for milestone payments, rates for changes in the Work, and time for completion.

**Accuracy of Information**

The Bidder confirms that all information, statements, and representations provided in this Bid, including technical and price bids, BOQ, schedules, and supporting documents, are true, complete, and accurate.

---

**Name of the Bidder:** \**[insert complete name of the Bidder and Company Seal]*

---

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:**  
\*\* *[insert complete name of person duly authorized to sign the Bid]*

---

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

---

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

---

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bidding Schedules.

DUPLICATE

# Form NCA – NON-COLLUSION AFFIDAVIT

## ENGINEERING, PROCUREMENT, CONSTRUCTION, COMMISSIONING (EPCC) OF KOLONNAWA TO HARBOUR PIPELINE PROJECT (KHPP) KPR/13/2026

I, the undersigned bidder/ bidder's representative/ bidder's agent, honestly, truthfully and solemnly declare that;

- (a) I, nor any other member, agent or representative of the firm/ company/ corporation/ partnership/ sole proprietorship that I represent, have entered into any combination, collusion or similar agreement with any person in connection with the prices to be submitted by any person with respect to the invitation for bid;
- (b) I, nor any person who represents me have acted to prevent any person from submitting a bid or to induce any person to refrain from submitting a bid in connection with the intention for bid **(Bid No. KPR/13/2026)**;
- (c) This bid is not submitted in collusion with any other bid and is not made pursuant to any agreement, understanding or association with any other person in relation to such bid.

I declare that, I have not received and will not accept any discount, fee, reward, commission or anything of value, directly or indirectly, from any person, company or corporation in connection with the submission of this bid.

I further declare that, I have not given and will not give any discount, fee, reward, commission or anything of value, directly or indirectly, to any person, company or corporation in connection with the submission of this bid.

I, taking full responsibility for ensuring the absence of collusion, hereby pledge to abide by fair and ethical competitive practices throughout the entire procurement process and to fully comply with the relevant Procurement Guidelines issued by the National Procurement Commission.

I hereby declare that all the statements made by me above are true and correct.

.....  
Signature of the Declarant

(Official Seal & Full Address)

# Form COO – Country of Origin Declaration

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

**Bid No. and Title: KPR/13/2026 - Engineering, Procurement, Construction and Commissioning (EPCC) of Kolonnawa to Harbour Pipeline Project (KHPP)**

To: **Chairman**

**Ceylon Petroleum Storage Terminals Limited  
Oil Installation  
Kolonnawa  
Wellampitiya  
Sri Lanka**

Dear Sir or Madam:

The Bidder hereby declares the Country of Origin and Country of Manufacturing of the major equipment, materials, systems, and permanent plant proposed for incorporation into the Works under this Contract.

## Country of Origin Details

Item No.	Description of Equipment / Material / System	Manufacturer	Country of Origin and Country of Manufacturing
1			
2			
3			
4			
5			

## Compliance with Employer's Country-of-Origin Requirement

The Bidder hereby confirms that all equipment, materials, systems, and permanent plant proposed for incorporation into the Works strictly comply with the Country-of-Origin requirements, exclusions, and eligibility requirements specified in the Employer's Requirements.

The Bidder further confirms that:

- All equipment, materials, systems, manufacturers, and sources proposed for incorporation into the Works originate exclusively from the countries specified in the Employer's Requirements.; and
- Any future substitution of equipment, materials, or systems shall continue to comply with the Employer's Requirements and shall be subject to the prior written approval of the Employer.

The Bidder acknowledges that any misrepresentation, omission, or non-compliance with the Country-of-Origin requirements stated in the Employer's Requirements shall constitute a material non-conformity and may result in rejection of the Bid or termination of the Contract, as applicable, in accordance with the Conditions of Contract.

---

**Name of the Bidder:** *\*[insert complete name of the Bidder and Company Seal]*

---

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:**  
**\*\*** *[insert complete name of person duly authorized to sign the Bid]*

---

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

---

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

---

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bidding Schedules.

# Form POA 1 – Power of Attorney 1

(For Authentication of Bid Signatory)

## KNOW ALL MEN BY THESE PRESENTS

I, \_\_\_\_\_ [Full Name of the person holding signing power by the Company Resolution], of \_\_\_\_\_ [Company Name & Official Address], holding NIC / Passport No.: \_\_\_\_\_, serving as \_\_\_\_\_ [Designation] of \_\_\_\_\_ [Company Name], do hereby appoint \_\_\_\_\_ [Full Name of Authorized Person], residing at \_\_\_\_\_ [Address], holding NIC / Passport No.: \_\_\_\_\_, as my **true and lawful attorney** (hereinafter referred to as the “Attorney”), to act for and on my behalf in connection with the submission of a Bid by \_\_\_\_\_ [Company Name] for \_\_\_\_\_ [Name of Contract] under Invitation for Bids No. \_\_\_\_\_ [IFB Number], conducted by **Ceylon Petroleum Storage Terminals Limited (CPSTL)**. The Attorney is hereby authorized to:

1. Sign, submit, and authenticate the Bid and all related documents, including but not limited to declarations, forms, correspondences, and agreements required for the Procurement.
2. Perform all acts necessary and incidental to the submission of the Bid and to represent the Company in all matters arising out of the Bid process.

This Power of Attorney is given pursuant to the Resolution of the Board of Directors of \_\_\_\_\_ [Company Name] dated \_\_\_\_\_ [Date], a copy of which is attached hereto.

IN WITNESS WHEREOF, I have set my hand and seal to this Power of Attorney on this \_\_\_\_\_ [Day] of \_\_\_\_\_ [Month], \_\_\_\_\_ [Year].

### PRINCIPAL:

Name: \_\_\_\_\_

NIC / Passport No.: \_\_\_\_\_

Designation: \_\_\_\_\_, \_\_\_\_\_ [Company Name and Seal]

Signature: \_\_\_\_\_

### ATTORNEY / AUTHORIZED PERSON:

Name: \_\_\_\_\_

NIC / Passport No.: \_\_\_\_\_

Designation: \_\_\_\_\_, \_\_\_\_\_ [Company Name and Seal]

Signature: \_\_\_\_\_

**Witnesses:**

- 1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Address: \_\_\_\_\_
- 2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Address: \_\_\_\_\_

**Notary Acknowledgment:**

Signed, sealed, and delivered by \_\_\_\_\_ [Full Name of the person holding signing power by the Company Resolution] in the presence of a Notary Public:

Notary Public: \_\_\_\_\_

Reg. No.: \_\_\_\_\_

Date: \_\_\_\_\_

DUPLICATE

## Form POA 2 – Power of Attorney 2

(For Authentication of Bid Signatory – Joint Venture)

### KNOW ALL MEN BY THESE PRESENTS

We, the undersigned, being the partners of the Joint Venture known as \_\_\_\_\_ [JV Name], formed in accordance with a Joint Venture Agreement dated \_\_\_\_\_ [insert date] and having our principal offices at \_\_\_\_\_ [JV Address] (hereinafter referred to as the “JV”), do hereby appoint \_\_\_\_\_ [Full Name of Partner-in-Charge / Authorized Person], residing at \_\_\_\_\_ [Address], holding NIC / Passport No.: \_\_\_\_\_ [Number], as our true and lawful attorney (hereinafter referred to as the “Attorney”), to act for and on behalf of the JV in connection with the submission of a Bid by the JV for \_\_\_\_\_ [Name of Contract] under Invitation for Bids No. \_\_\_\_\_ [insert IFB number] conducted by Ceylon Petroleum Storage Terminals Limited (CPSTL).

The Attorney is hereby authorized to:

1. Sign, submit, and authenticate the Bid and all related documents, including but not limited to declarations, forms, correspondences, and agreements required for the Procurement.
2. Perform all acts necessary and incidental to the submission of the Bid and to represent the JV in all matters arising out of the Bid process.
3. Optionally sub-delegate authority, if necessary, in accordance with the provisions of the JV Agreement.

This Power of Attorney is granted pursuant to the Joint Venture Agreement, wherein the undersigned partners have nominated [Name of Partner-in-Charge / Authorized Person] as the Partner-in-Charge authorized to act and sign on behalf of the JV. A copy of the relevant resolution of the JV partners confirming this nomination is attached hereto.

**IN WITNESS WHEREOF**, the undersigned partners of the JV have executed this Power of Attorney on this \_\_\_\_\_ [Day] of \_\_\_\_\_ [Month], \_\_\_\_\_ [Year].

### PARTNERS OF THE JOINT VENTURE:

Name of Partner	Authorized Signatory	Designation	Signature	Company Seal

(Add more rows if needed for all JV partners)

### ATTORNEY / PARTNER-IN-CHARGE:

Name: \_\_\_\_\_

NIC / Passport No.: \_\_\_\_\_

Address: \_\_\_\_\_

Designation: Partner-in-Charge, [JV Name]

Signature: \_\_\_\_\_

**Witnesses:**

- 1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Address: \_\_\_\_\_
- 2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Address: \_\_\_\_\_

**Notary Acknowledgement:**

Signed, sealed, and delivered by the undersigned partners of [JV Name] in the presence of a Notary Public:

Notary Public: \_\_\_\_\_

Reg. No.: \_\_\_\_\_

Date: \_\_\_\_\_

DUPLICATE

**PRICE SCHEDULES**

DUPLICATE

# Indicative Bill of Quantities (BOQ)

*(For Price Breakdown and Variation Valuation Purposes Only)*

## Note to Bidders

1. The Bill of Quantities (BOQ) is provided solely for the purpose of price breakdown, evaluation, and reference for valuation of Variations, if any, in accordance with Conditions of Contract.
2. The BOQ shall not be used for measurement, re-measurement, or valuation of interim payments.
3. The Contract Price is a Fixed Lump Sum, and interim payments shall be made strictly in accordance with the Milestone Payment Schedule.
4. Quantities shown in the BOQ are indicative only. The Bidder shall be deemed to have allowed for all quantities, risks, and obligations necessary for the proper execution, completion, and commissioning of the Works.
5. In the event of any discrepancy, the Lump Sum Price and the Conditions of Contract shall prevail over the BOQ.
6. Bidders may include additional items or further breakdowns, where considered necessary, provided that the minimum structure given below is maintained.
7. Rates and prices inserted in the Indicative BOQ shall be deemed to include all costs, risks, obligations, overheads, profit, and applicable taxes including Social Security Contribution Levy (SSCL), duties, levies, and charges in accordance with the Contract, except for Value Added Tax (VAT), which shall be treated as specified elsewhere in the Procurement Documents.

## Section A – Preliminaries and General Items

Item No.	Description	Unit	Qty (Indicative)	Rate (LKR)	Amount (LKR)	Rate (USD)	Amount (USD)
	<b>Sub Total Carried to Summary</b>						

## Section B – Design and Engineering

Item No.	Description	Unit	Qty (Indicative)	Rate (LKR)	Amount (LKR)	Rate (USD)	Amount (USD)
	<b>Sub Carried to Summary</b>	<b>Total to</b>					

## Section C – Procurement

Item No.	Description	Unit	Qty (Indicative)	Rate (LKR)	Amount (LKR)	Rate (USD)	Amount (USD)
	<b>Sub Carried to Summary</b>	<b>Total to</b>					

## Section D – Construction / Installation Works

Item No.	Description	Unit	Qty (Indicative)	Rate (LKR)	Amount (LKR)	Rate (USD)	Amount (USD)
	<b>Sub Carried Summary</b>	<b>Total to</b>					

## Section E – Testing, Commissioning and Handover

Item No.	Description	Unit	Qty (Indicative)	Rate (LKR)	Amount (LKR)	Rate (USD)	Amount (USD)
	<b>Sub Carried Summary</b>	<b>Total to</b>					

## BOQ Summary

Section	Description	Amount (LKR)	Amount (USD)
A	PRELIMINARIES AND GENERAL ITEMS		
B	DESIGN AND ENGINEERING		
C	PROCUREMENT		
D	CONSTRUCTION / INSTALLATION WORKS		
E	TESTING, COMMISSIONING AND HANDOVER		
	Other (if any)		
F	.....		
G	.....		
H	.....		
	Sub Total I (Should be equal to the figure carried to the Letter of Price Bid)		
	Less: Discounts (if any) (Should be equal to the figure carried to the Letter of Price Bid)		
	<b>Total (Should be equal to the Contract Price (Lump Sum)</b>		

# Schedules No. 1 - Breakdown of Fixed Lump Sum Price and Summary

## *Note to Bidders*

*Bidders are required to submit the Breakdown of the Fixed Lump Sum Price and Summary in a clear, logical, and auditable format, demonstrating how the Contract Price has been derived.*

*The price breakdown shall be presented separately for each main activity, with detailed sub-activities and corresponding cost breakdowns under each activity. Bidders may introduce additional activities and sub-activities as necessary to reflect their proposed methodology and execution strategy. However, as a minimum requirement, the submission shall include separate and identifiable breakdowns for the following principal activities:*

- *Activity 1: Preliminaries and General Items*
- *Activity 2: Design and Engineering*
- *Activity 3: Procurement*
- *Activity 4: Onshore Pipelines Construction / Installation Works*
- *Activity 5: Offshore Pipelines Construction / Installation Works*
- *Activity 6: Terminal Modification Construction Works*
- *Activity 7: Testing, Commissioning and Handover*

*For each of the above activities, the Bidder shall provide:*

- *A list of sub-activities;*
- *A cost breakdown for each sub-activity; and*
- *A clear subtotal for the respective main activity.*

*All prices and rates submitted by the Bidder in the Breakdown of Fixed Lump Sum Price and Summary shall be deemed to be fully inclusive of all applicable taxes including Social Security Contribution Levy (SSCL), duties, levies, statutory contributions, fees, and other governmental charges imposed in Sri Lanka, except for Value Added Tax (VAT), which shall be excluded.*

*Except for VAT, the Bidder shall not be entitled to any additional payment, adjustment, or reimbursement in respect of any tax, duty, levy, or charge applicable to materials, equipment, labour, services, importation, transportation, installation, testing, commissioning, or any other activity required for the execution and completion of the Works.*

*The Fixed Lump Sum Price shall be deemed to include all costs, risks, obligations, and charges necessary for the full and proper execution, completion, and commissioning of the Works, including compliance with statutory requirements and coordination with ongoing operations at the Kolonnawa Installation, railway interfaces, and Colombo Harbour.*



## Priced Activity Schedule

Activity No.	Description of Activity	Activity Price (LKR)	Activity Price (USD)
1.	.....		
2.	.....		
3.	.....		
4.	.....		
5.	.....		
	.....		
	.....		
	.....		
	.....		
	Sub Total I (to be carried to Letter of Price Bid)		
	Less: Discounts (if any) (to be carried to Letter of Price Bid)		
	<b>Total Contract Price (Lump Sum)</b>		

## Schedule No. 2 - Rates for Changes in the Work

### *Note to Bidders*

*Schedule No. 2 is intended to establish applicable unit rates and prices to be used only for the valuation of Variations, changes, or additional works instructed in accordance with the Contract.*

*Bidders are required to submit fully inclusive unit rates, covering all costs associated with the execution of the work, including but not limited to labour, materials, plant, equipment, temporary works, supervision, overheads, profit, compliance with safety, security, environmental requirements, and all obligations under the Contract.*

*The rates shall be consistent with the methodology, pricing structure, and assumptions adopted in the Breakdown of the Fixed Lump Sum Price. Rates that are unbalanced, conditional, or qualified may be subject to adjustment or rejection by the Employer during evaluation.*

*Where a particular item, activity, or work category is not included in Schedule No. 2, such omission shall not relieve the Contractor of its obligation to execute instructed Variations. In such cases, rates shall be derived in accordance with the applicable provisions of the Contract.*

*Bidders may include additional items, activities, or sub-activities where necessary to reflect the nature of the Works. However, all rates shall be clearly described, measurable, and suitable for valuation purposes.*

*The submission of Schedule No. 2 does not create any entitlement to payment unless the relevant work is formally instructed by the Employer in accordance with the Contract.*

*[to be completed by the Bidder (more tables to be used as appropriate)]*

No.	Description	Unit	Rate (LKR)	Rate (USD)
1.	.....			
2.	.....			
3.	.....			
4.				
5.				
6.				
7.	Etc.			

## Schedule No. 3 - Payment Schedule and Contract Milestones

### *Note to Bidders*

*Bidders shall complete Schedule No. 3 by providing the proposed Payment Milestones, aligned with the execution of major project deliverables and activities, including design, construction, testing, and commissioning etc.*

*Payment Milestones shall reflect the Contractor's cash flow plan and key project milestones only.*

*The Payment Schedule does not alter the Contractor's obligations or risks under the Contract.*

*Interim payments will be made strictly against completed milestones as certified by the Employer's Representative, subject to Sub-Clause 14 (Contract Price and Payment).*

*The Contractor shall not assume that payment is automatic; each milestone must be fully executed, documented, and approved in accordance with the Contract.*

*Bidders may propose additional milestones, provided the minimum milestones required in this Schedule are maintained.*

*Submission of the Payment Schedule does not constitute a Variation or affect the fixed lump sum nature of the Contract, except as may be expressly provided under Sub-Clause 13 (Variations and Adjustments).*

*Payments are milestone-based and will only be made upon Employer's Representative certification of completion.*

*Bidders shall submit their Payment Schedule listing key milestones, not limited to the following:*

- *Complete Engineering*
- *Complete Procurement*
- *Complete Construction - Onshore pipeline segment*
- *Complete Construction - Offshore pipeline segment*
- *Complete Construction – Terminal Modification*
- *Complete Commissioning*

*Percentages shall sum to 100% of the Accepted Contract Amount.*

*[to be completed by the Bidder]*

Payment No.	Payment Milestone	Payment Amount %

DUPLICATE

## Form of Bid Security – Demand Guarantee

**Beneficiary:** Chairman  
Ceylon Petroleum Storage Terminals Limited  
Oil Installation  
Kolonnawa  
Wellampitiya  
Sri Lanka

**Bid No:** KPR/13/2026

**Date:** \_\_\_\_\_

**Bid Security No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its Bid (hereinafter called “the Bid”) for the execution of \_\_\_\_\_ under Bid No. \_\_\_\_\_.

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant’s Letter of Technical Bid and Letter of Price Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or
- b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security and, if required, an Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s Procurement Document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, an Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the procurement process; or (ii) **fifty six days after the expiry** date of the Bid validity ( minimum up to **06.01.2027**).

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

This guarantee shall be governed by the laws of Sri Lanka, and shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

\_\_\_\_\_  
[signature(s)]

## **Section 5 - Eligible Countries**

## **Eligible Countries for the work**

All the countries of the world.

DUPLICATE

**PART II - REQUIREMENTS**

DUPLICATE

## **Section 6 - Employer's Requirements (ERQ)**

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## **6 Employer's Requirement**

### **6.1 General Project Information**

#### **6.1.1 Project description and objectives**

The Ceylon Petroleum Storage Terminals Ltd (CPSTL), a limited liability company holding the infrastructure for petroleum in Sri Lanka has its main storages at Kolonnawa and Muthurajawela.

At present, Colombo Port is equipped with facilities to transport gas oil, white oils and fuel oil from its Dolphin Tanker Berth (DTB) to Kolonnawa Installation. The pier was designed to accommodate tankers with maximum capacity of 40,000 MT.

The need for new pipelines is apparent for Kolonnawa Installation as well, the existing pipelines from Colombo Port to Kolonnawa Installation are beyond the life expectancy and subjected to deterioration which is prudent to assume that these pipelines can be out of service at any time, thus jeopardizing the supply of petroleum products.

#### **6.1.2 Objectives**

- i. Engineering, Procurement, Construction and Commissioning of two piggable Pipelines (18" dia. & 14" dia.) from DTB of Colombo Harbour to Kolonnawa Installation and Terminal modification of Kolonnawa Installation including pig stations with pig handling facility, terminal piping and Tank connections.
- ii. Engineering, Procurement, Construction and Commissioning of 12" dia. subsea pipeline segment from DTB to South Jetty and onshore segment from south jetty to pipe rack near the Serum Gate at Colombo Harbour, including tie-in to existing 12" dia. pipeline at DTB end and pipe rack near the Serum Gate.
- iii. Engineering, Procurement, Construction and Commissioning Terminal modification of 18" dia. & 14" dia. pipeline at Kolonnawa Installation including two pig stations with pig handling facility, terminal piping and Tank connections.
- iv. Engineering, Procurement, Construction and Commissioning of two marine loading arms and two pig stations with pig handling facility, for two piggable Pipelines (18" dia. & 14" dia.) and connection at DTB of Colombo Harbour.
- v. Complete the Kolonnawa Harbour Pipeline Project (KHPP) within 18 months.

### 6.1.3 Location and site conditions



**Figure 1 Existing pipeline corridor**

- i. Dolphin Tanker Berth (DTB)  
Tanker berth facility for accommodate tankers with maximum capacity of 40,000 MT in side Colombo harbour. Boat required for travel from South Jetty to DTB
- ii. Pipeline corridor  
Pipeline Corridor is laying parallel to the railway track from Kolonnawa Installation to Colombo harbour Boundary wall which is belong to Sri Lanka Railways (SLR). Pipeline corridor between South Jetty to Colombo harbour Boundary wall is belong to Sri Lanka Ports Authority (SLPA).
- iii. Orugodawatha railway crossings  
The Orugodawatta railway crossing is a key junction of Sri Lanka Railways, connecting three main lines along with branch lines leading to the Kolonnawa Installation and the Colombo Harbour.

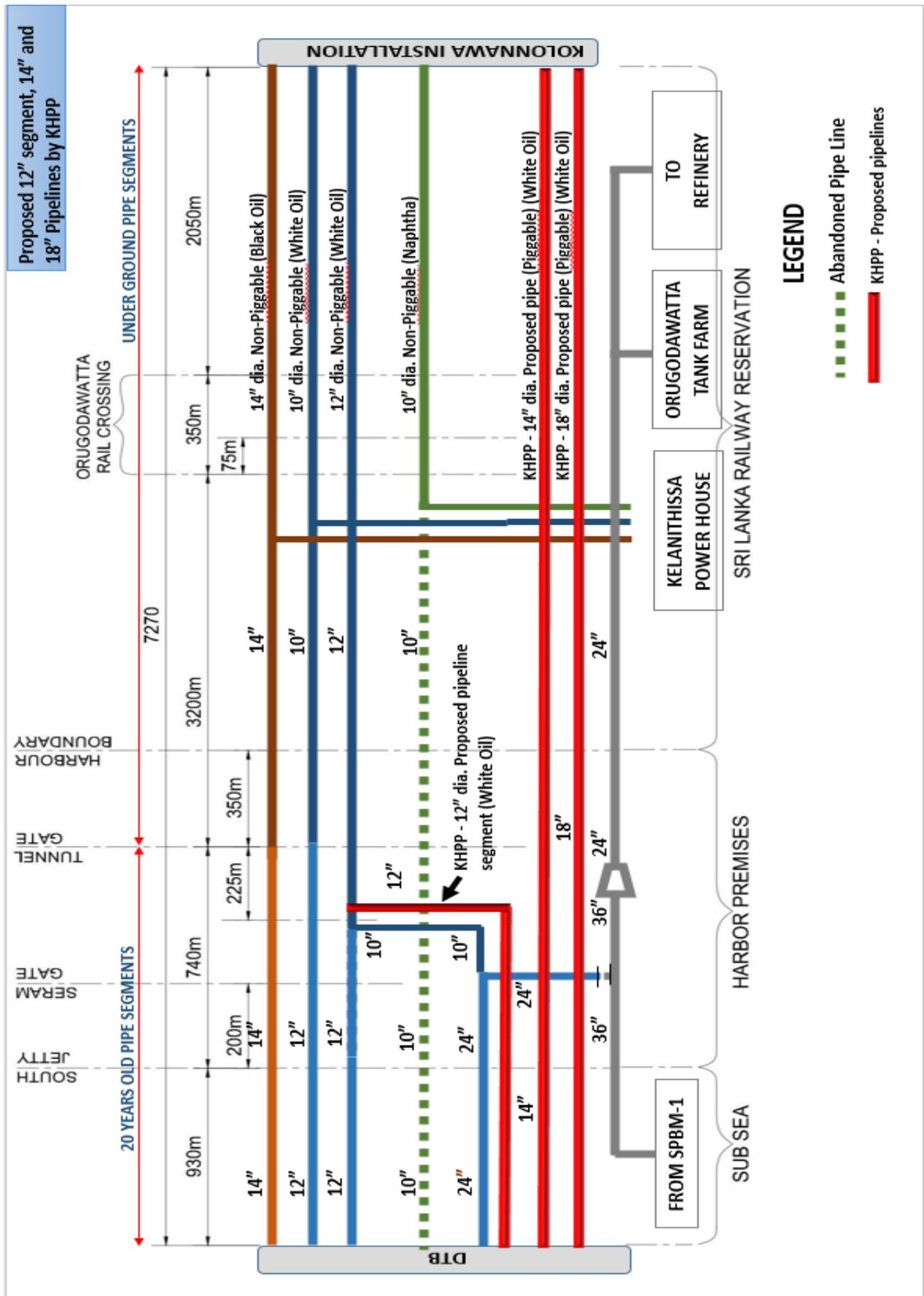


Figure 2 Project Proposed pipeline

## 6.2 Design Basis

The proposed 14" dia. & 18" dia piggable pipelines will utilize for the import / transfer of white oils between pig stations at Colombo Port and Kolonnawa Terminal. Modify existing pipelines at DTB and pipe raiser to connect proposed 12" dia. pipeline segment for unload white oils.

The proposed terminal modifications at the Kolonnawa Installation will consist of an internal piping system to distribute products to the designated storage tanks, along with the supply and installation of a pig launcher/receiver facility. The Contractor shall inspect the existing facilities at the Kolonnawa Installation.

The design shall be carried out with due consideration for personnel and equipment safety during operation, maintenance, and inspection, as well as for reliability in service and ease of maintenance.

All modifications, construction, and installation works shall be carried out while terminal operations are in progress. Therefore, these activities shall be executed in a manner that minimizes any impact on ongoing operations at the Kolonnawa Installation, as well as on road traffic, railway operations, and activities within the Colombo Harbour.

## 6.3 Design Parameter

### 6.3.1 Operational Parameters

Parameters	Units	Value
Service - Petroleum Refined Products	-	Gas oil, Gasoline, Jet A1, Kerosene, Naphtha
Viscosity at 38°C	cst	1.6 to 200
Specific Gravity at 15 °C		0.72 to 0.97
Approximate Pipeline Length along the corridor		12" dia. – 1350m, 14" dia. – 7300m, 18" dia. – 7300m
Approximate Pipeline Length Kolonnawa terminal modification		14" dia. – 2100m, 18" dia. – 2100m
Design Pressure	Mpa	2
Minimum Operating Pressure	Mpa	0.7
Maximum Operating Pressure	Mpa	1.5
Design Temperature	°C	50
Operating Temperature	°C	10 - 50
Ambient temperature	°C	30
Hydrotest Pressure (Note 1)	Mpa	2.5

Parameters	Units	Value
Pipeline system Design Life	Years	More than 25
Piggable pipeline radius (bend radius)	-	3D or higher (D - Nominal Pipe Diameter)

Note 1: Hydrotest Pressure shall be 1.25 x Design Pressure based on ASME B31.4.

### 6.3.2 Design Codes and Standards

Government and Local Authority Requirements, International Codes, Latest revisions of the following codes shall be governed.

Document Title	Document Number
BS Structural use of concrete	BS 8110: Part 1 : 1985
BS Structural use of Steel work	BS 5950 – 1: 2000
Code of Practice for Foundation	BS 8004
Design loads for buildings	BS 6399: Part I
Code of Practice for Earth retaining structures	BS 8002
Design of buildings for high winds in Sri Lanka – July 1980	CP3 Chapter V- Part 2: 1972 [2]
Inspection Documents for Metallic Products	EN 10204
Standard for Welding Pipelines and Related Facilities	API 1104
Process Piping (Pressure piping)	ASME B 31.3
Pipeline Transportation Systems for Liquid Hydrocarbon and Other Liquids	ASME B31.4
Specification for Line Pipe	API 5L
Specifications for Pipeline Valves	API 6D/ ASME B 16.10
Valve inspection & Testing	API 598
ANSI – Pipe Flanges and Flanged Fittings	ANSI B 16.5
Metallic Gaskets for Pipe Flanges	ASME B16.20

Document Title	Document Number
Large Diameter Steel Flanges	ASME B16.47
Studs	ASME B18.31.1
Nuts	ASME B 18.2.2
Pressure Testing of Steel Pipelines for the Transportation of Gas, Highly Volatile Liquid or Carbon dioxide	API RP 1110
Design, Construction, Operation, and Maintenance of Offshore Hydrocarbon Pipelines	API 1111
Submarine pipeline systems	DNV-ST-F101
Steel Pipelines Crossing Railroads and Highways	API 1102
Factory-Made, Wrought Steel, Buttwelding Induction Bends for Transportation and Distribution Systems	ASME B16.49
Boiler and Pressure Vessel Code (Pressure Vessels)	ASME Sec VIII Div 1
Boiler and Pressure Vessel Code (Welding and Brazing Qualification)	ASME Sec IX
Electrical Equipment for Explosive Gas Atmosphere (International Electrotechnical Commission) Part 10	IEC 60079
Tests On Electrical Cables Under Fire Conditions Part 3	IEC 60332
Recommended Practice Classification of Locations For Electrical Installations At Petroleum Facilities Classified As Class 1, Division 1 And Division 2	API RP 500
Applicable codes and Standards published by National Fire Protection Association (NFPA)	
Control of External Corrosion on Underground or Submerged Metallic Piping System	NACE RP-01-69
Paints and varnishes — Corrosion protection of steel structures by protective paint systems	ISO 12944

In case of any conflict between the codes and standards, the following order of precedence shall or more stringent requirements shall govern: -

1. Local laws (Sri Lankan Authorities)
2. CPSTL Specifications and Guidelines
3. International Codes and Standards

#### 6.4 Specifications for petroleum product piping system and equipment

##### 6.4.1 Specifications for Pipes, Fittings, Flanges and Wrapping Materials

Item No.	Description	Specification
01	Pipe (coated)	SCH 40, API 5L Gr. B or ASTM A 106 Gr. B, Seamless, Bevel Ends. External Coating shall conform to DIN 30670 PE (Polyethylene) and Minimum Thickness shall be 3.0 mm. External grid blast to SA2.5, 3 –layer
02	Pipe (bare pipe)	SCH 40, API 5L Gr. B or ASTM A 106 GR. B Seamless, Bevel Ends.
03	Pipe Fittings	SCH 40, ASTM A 234 Gr. WPB, Seamless, Bevel ends, For Bend Radius shall be 3D or higher. ASME B16.9
04	Flange	Class 150, ASTM A 105N, Raised Face (RF), Serrated, ASME B16.5, ASTM number, Class and material description shall be marked on the flange
05	Line Blanks	Class 150, ASTM A 105, Raised Face (RF), ASME B16.48, ASTM number, Class and material description shall be marked on the flange
06	Gaskets	Class 150, ASME B16.20, Inner ring 304SS, Outer Carbon steel painted, Filler PTFE, Winding 304SS
07	Weld joint Wrapping	Heat Shrinkable wrapping sleeves to cover welding joints and adjacent areas of. Pipelines conform to Standard - DIN EN 12068/DIN 30672

##### 6.4.1.1 Inspection and acceptance test for Pipes, Fittings, Flanges and Materials

- i. Mill test certificates shall be provided in accordance with EN 10204 3.2 with Heat/Batch numbers or any other reference number marked on pipes and fittings as well as in the certificates to check once the items are delivered to CPSTL Kolonnawa with reference to the items against the Mill Certificate.
- ii. Heat/Batch number, SCH number, API or ASTM number, seamless and material description shall be marked on each item for identification purpose for Carbon Steel Line Pipes and Fittings

- iii. The Contractor shall arrange and bear all costs related to Third party witness inspection of Pipes and Fittings at Manufactures site/facility for two CPSTL mechanical engineers.
- iv. All the pipe fittings shall be thoroughly inspected for dimensional accuracy, uniform surface, edge preparation etc .They shall be within the permissible tolerance limit specified in the relevant standard.
- v. The pipe bends internal diameter/bore throughout the bend should be very accurate.
- vi. Manufacture's complete descriptive and illustrative catalogue /literature shall be submitted
- vii. Literature should be supplied in English language along with the bid
  - a. Manufacturing process of the pipes & the coatings.
  - b. Method of repairing Polyethylene coating using the repair kit.
  - c. Method of applying the heat shrinkable wrapping
  - d. Details of the tools use for install the heat shrinkable wrapping
  - e. Cold applied Wrapping tapes and primer product data sheets and application method for paint/primer and wrapping tapes. Manufacturing dated, Expiry date and Shelf life.

## 6.4.2 Specification for pipeline valves

### 6.4.2.1 Valves for piggable pipelines

Valve design shall be compatibility with pigging operations and use of refined petroleum product such as Diesel, Petrol, Kerosene.

- i. Operational condition :
  - Pressure Class –150 LB
  - Raising Stem Manually/Gear Operated Hand Wheel
  - Design as per general requirements of Standard API 6D, API 600, ASME B16.34 and ASME B 16.10.
  - End connection should be raised face flange and flange dimensions should conform to ASME B 16.5) Serrated(.
  - Valve inspection and testing as per API 598.
  - External coating shall be complied to C5 Marian & durability very high - ISO/EN12944 environment and UV protected

## ii. Material

- Materials of component of the valve should conform to general requirements of API 600 and

Body and bonnet	ASTM A 216 Gr. WCB
Seat and Wedge facing	13 %Chromium Steel
Stud	ASTM A 193 Gr .B7
Stud Nut	ASTM A 194 Gr .2H

- Trim material should be specified and should conform to API 600 Trim 8 )13Cr ( normal trim material
- The materials of all parts of the valve to be specified according to ASTM standard.

## 6.4.2.2 Valves for terminal modification

Valve design shall be compatibility for use of refined petroleum product such as Diesel, Petrol, Kerosene.

## i. Operational condition :

- Pressure Class –150 LB
- Design as per general requirements of Standard API 6D, API 600, ASME B16.34 and ASME B 16.10.
- End connection should be raised face flange and flange dimensions should conform to ASME B 16.5) Serrated(.
- Valve inspection and testing as per API 598.
- External coating shall be complied to C5 Marian & durability very high - ISO/EN12944 environment and UV protected

## ii. Material

- Materials of component of the valve should conform to general requirements of API 600 and

Body and bonnet	ASTM A 216 Gr. WCB
Seat and Wedge facing	13 %Chromium Steel
Stud	ASTM A 193 Gr .B7
Stud Nut	ASTM A 194 Gr .2H

- Trim material should be specified and should conform to API 600 Trim 8 )13Cr ( normal trim material

- The materials of all parts of the valve to be specified according to ASTM standard.

6.4.2.3 Double Block & Bleed Valves

Double Block & Bleed Valves shall be used in the Kolonnawa Installation to avoid product mixed ups and critical isolation.

i. Operational condition :

- Pressure Class –150 LB
- Hand wheel with Gear Operated expanding Plug Valve
- Dual expanding plugs, renewable and retractable slips with bonded and renewable resilient seals.
- Bleed system manual bleed and thermal relief upstream (fitted to the valve body)
- Valve position indicators, lifting eyes, locking facility
- Design as per general requirements of Standard API 6D, API 600, ASME B16.34 and ASME B 16.10.
- End connection should be raised face flange and flange dimensions should conform to ASME B 16.5) Serrated(.
- Valve inspection and testing as per API 598.
- External coating shall be complied to C5 Marian & durability very high - ISO/EN12944 environment and UV protected

ii. Material

- Materials of component of the valve should conform to general requirements of API 600 and

Valves Parts Material	Bonnet	WCB	Slip	BS 2789 400/18
	Plug	WCB	Main Seal	Fluor elastomer
	Seat	13Cr	Packing	PTFE

Stud - ASTM A 193 Gr .B7  
 Stud Nut - ASTM A 194 Gr .2H

6.4.2.4 Valve Inspection

- i. Hydro testing as per API 598 shall be carried out by the by reputed third party inspection Company approved by the Employer. All test certificates shall be provided during pre-shipment inspection.
- ii. Supply of as built detailed drawings, all test certificates, along with the valves.
- iii. Supplier shall supply any special tools required.
- iv. Supplier shall give a manufacturer's warranty for all the equipment supplied by him for a minimum period of 18 months from the date of shipment or 12 months from the date of installation, whichever is later subject to not exceeding 18 months from the date of dispatch.
- v. Valve marking, symbols, abbreviations etc .shall be in accordance with the standards referred in specification as applicable .Vendor name, valve rating, material designation, nominal size, direction of flow, )if any (etc .shall be integral on the body.
- vi. Each valve shall have a corrosion resistance tag giving size, valve tag/code no, security attached on the valve. Paint or ink for marking shall not contain any harmful metal or metal salts such as zinc, lead or copper which cause corrosive attack on heating

#### 6.4.3 Specifications for Marine Loading Arms

Marine Loading Arms design shall be compatibility with DTB operations and use of refined petroleum product such as Diesel, Petrol, Kerosene

- i. Operational condition :
  - Service: Petroleum Refined Products (Gas oil, Gasoline, Jet A1, Kerosene, Naphtha)
  - Pressure Class –150 LB
  - Hydraulically Operated, including hydraulic actuation for inboard/outboard movement, elevation, luffing, rotation, and emergency functions.
  - Flanged connection to pipeline ANSI B 16.5, Class 150, Raised Face
  - Maintenance and safety - Emergency release system (ERS). Safety ladders provided with maintenance platforms and safety harness with breaking fall. In-situ seal replacement for all swivel joints. Electrical isolation flange.
  - Connection to tanker manifold Quick Connect and Disconnect Coupling.
- ii. Material
  - Pipe - ASTM A106 Grade B
  - Elbows and reducers - ASTM A234 WPB
  - Flanges - ASTM A105N
  - Bolts - DIN 267 Gr 8.8 Galv/A2
  - Nut - DIN 267 Grade 8

- Balls for swivel joint - 100 Cr6 DIN 5401
- External coating shall be complied to C5 Marine & durability very high - ISO/EN12944 environment and UV protected

#### 6.4.4 Specifications for Batch Separation pigs

i. Operational condition :

- Service: Petroleum Refined Products (Gas oil, Gasoline, Jet A1, Kerosene, Naphtha)
- Type: Bidirectional (bi-di) batching Pig
- Operational Speed: 1 m/s – 4 m/s
- Designed and ran length: capable of withstanding operational distances 700km or more
- Size: as per the pipeline size 14” and 18”
- Operational Temperature Range: up to +100°C
- Pressure Rating: up to 2 MPa
- Passability: valves, capable of traversing Bend Radius 3D minimum

ii. Material

- Sealing Elements: high-grade polyurethane, Viton
- Body: Stainless steel

#### 6.4.5 Specifications Pressure relief valve

i. Operational condition :

- Service: Petroleum Refined Products (Gas oil, Gasoline, Jet A1, Kerosene, Naphtha)
- Flanged connection to pipeline ANSI B 16.5, Class 150, Raised Face
- Spring loaded, Closed bonnet, Conventional design, plain lifting lever
- Design accordance with API 526
- Inspection, repair and testing of Pressure Relief Valves as per API 527 and API RP 576
- External coating shall be complied to C5 Marine & durability very high - ISO/EN12944 environment and UV protected

ii. Material

- Body ASTM A 216 Gr. WCB
- Valve Trim ASTM 316 Stainless Steel

#### 6.4.6 General Documentation Requirement

All documentation to be provided in English language and SI units

##### 6.4.6.1 Material Certification

- i. Mill Test Certificates (MTCs) in accordance with EN 10204 Type 3.2 for all metallic parts.
- ii. Heat / Batch numbers clearly traceable between: Certificates and Physical markings on the equipment.

##### 6.4.6.2 Manufacturer's Technical Documentation

- i. Manufacturer's complete descriptive and illustrative catalogues / literature
- ii. Product data sheets confirming:
  - Design standards
  - Materials of construction
  - Pressure and temperature ratings
- iii. Drawings and Technical Details
  - Detailed general arrangement (GA) drawings
  - Cross-sectional drawings showing:
    - Parts list
    - Material specifications
    - Dimensions and weights
    - As-built drawings (where applicable)
- iv. Inspection, Testing & Quality Records
  - Certified by a third-party inspection agency approved by the Employer, including:
    - NDE records
    - Pressure / hydrostatic test reports
    - Leak test reports (where applicable)
    - Test details including: Test pressure, Test medium and Test duration
    - Acceptance criteria
    - Hardness test reports (for pressure-containing parts)
    - Heat treatment certification records
- v. Coating / Painting Documentation
  - Coating / painting certification
  - Confirmation of compliance with:

- ISO / EN 12944 (C5 Marine, very high durability)
  - Product data sheets for coatings / wrapping materials
  - Manufacturing date, expiry date, and shelf life (where applicable)
- vi. Compliance & Accreditation Documents
- Copy of valid API accreditation / license (where applicable)
  - Confirmation of compliance with applicable standards such as:
    - API 5L, API 6D, API 600, API 598
    - ASME B16 series
    - Relevant ASTM standards
- vii. Operation, Maintenance & Spares
- Operation and Maintenance (O&M) manuals
  - Two (2) years' operation and maintenance spares
  - OEM-recommended spare parts list
  - Details of any special tools required for installation or maintenance
- viii. Warranty
- Manufacturer's warranty: for valves, loading arms, pig launchers & receivers and relevant equipment Minimum 18 months from date of shipment or 12 months from date of installation, whichever is later

## 6.5 Design Work

### 6.5.1 Pipeline Route Selection

- 6.5.1.1 The Contractor shall carried out the survey (subsea and underground) and select the pipeline route of proposed 14" and 18" diameter piggable pipelines and 12" diameter piggable pipeline segment along the subsea section from DTB to the South Jetty, and the onshore section from the South Jetty to Seram Gate and Tunnel gate to Colombo Harbour boundary wall. The Employer prefer above ground pipe rack form South Jetty to to Colombo Harbour boundary wall except road and rail crossings.
- 6.5.1.2 The Contractor shall carry out Geophysical survey, Geotechnical survey and Hydrographic (Bathymetric) Survey for the submarine segment and select the pipeline route between the DTB and South Jetty at Colombo Port.
- 6.5.1.3 The Contractor shall carry out a detailed route survey for preparation of pipeline alignment and profile drawings. The Contractor shall be responsible for performing a pre-installation site survey. The Contractor shall carry out the mapping with electric/electronic/radio frequency or any other Geo-radar equipment without interfering the physical, chemical or mechanical characteristics of the items / bodies along the proposed pipeline corridor. The primary intention is to identify buried items i.e., metallic pipes, concrete/asbestos pipes, concrete blocks, cables, Optical Fiber Cable, rubble works, sewage chambers and pipes buried along the pipeline route.

- 6.5.1.4 The Contractor shall carried out the right-of-way to select the pipeline route with in the CPSTL pipeline corridor and proposed pipeline routes inside Kolonnawa Installation. If selected route deviate from the CPSTL pipeline corridor and routes inside Kolonnawa Installation the Contractor shall informed and justify to the Employer and get approval from relevant Authorities as per the Clause No 6.6.2.
- 6.5.1.5 The Contractor shall be required to report to the Employer any differences found during the pre-installation survey. The Employer shall not be responsible for any errors or omissions in the report that may cause adverse consequences to the Contractor.
- 6.5.1.6 CPSTL available survey drawings and data
- i. Soil Investigation  
Bore hole data available with CPSTL along the pipeline corridor will be provided to the Contractor. If additional data required for the detailed design The Contractor shall be responsible.
  - ii. Topographical Survey  
Topographical Survey along the pipeline corridor and Kolonnawa Installation will be provided to the Bidder.
  - iii. Route Survey  
Route Survey with Underground utility along the pipeline corridor from Seram Gate to Kolonnawa Installation will be provided to selected Contractor. If additional data required for the detailed design the Contractor shall be responsible.

## **6.5.2 Detail Design**

- 6.5.2.1 The Contractor shall carry out the detailed design and obtain all required approvals, clearances, and endorsements from all relevant authorities in full compliance with Clause 6.3.2 Design Codes and Standards of the Employer's Requirements, but not limited to the listed Codes and Standard. The detailed design shall also incorporate all additional analyses, calculations, international codes and standards, best engineering practices, and regulatory requirements necessary to ensure the safety, functionality, and constructability of the works.
- 6.5.2.2 The Contractor shall be solely responsible for coordinating with the relevant authorities for review, comments, revisions, and final approval of the detailed design documents, drawings, calculations, method statements and reports.
- 6.5.2.3 The proposed length of pipelines mentioned in this document are minimum. However, the Contractor shall increase pipe lengths as per the design requirements and site requirements. Design calculations, reports and drawings shall be forwarded to prove adequacy of the selected pipe lengths.
- 6.5.2.4 The Contractor shall be fully responsible for the completeness, accuracy, and adequacy of the Detailed Design.
- 6.5.2.5 The Contractor shall carryout the detail design for the proposed piggable pipelines from DTB to Kolonnawa Installation including subsea, underground and above ground and Kolonnawa Terminal Modification to match with the existing facilities and submit the detailed design for total scope of work including design calculations, Drawings, reports and relevant approvals from the authorities to the Employer before

- commencement of the work. The Contractor shall get the approval of detail design of DTB modification, subsea piggable pipelines and all the constructions inside Colombo Port including route, seabed trenching, and installing depth at Colombo Harbour from Sri Lanka Port Authority. The Contractor shall bear responsibility for any oil leakage or environmental damage caused by this project.
- 6.5.2.6 The pipeline layout shall allow for sufficient access for CPSTL tank farms, other CPSTL assets, firefighting equipment and personnel.
- 6.5.2.7 The Contractor shall carry out the detailed design and select two hydraulic-operated marine loading arms capable of unloading 40,000 MT tankers at the DTB. The Contractor shall carry out the detail design and select pig launchers/receivers with pig Lifting/handling facility, fixing arrangements on DTB and Kolonnawa Installation, and connection to the existing and proposed pipelines. The Contractor shall design ergonomic and safe handling arrangements to minimize manual lifting and ensure safe insertion and removal of pigs, refer the Annexure-1 of Section 10.
- 6.5.2.8 The Contractor shall design terminal modification pipelines including pipe racks, rail & road crossings, underground & above ground pipelines and tie-ins. The Employer proposed pipe laying route, valve arrangement for operation requirement and segment wise pipe laying method refer the drawing no from 2053-1 to 2053-14.
- 6.5.2.9 The Contractor shall design 14" dia. and 18" dia. two manifold with each four separate branches off pipelines and the Employer proposed manifold and pipe connections refer the drawing no from 2053-1 to 2053-14.. Each branch off segment shall install with DBB valves (approximately 09) to isolate the pipelines from manifolds.
- 6.5.2.10 The Contractor shall design road and rail crossings inside Kolonnawa Installation using hume pipes. For certain crossings, provide additional two hume pipes crossings for future expansions in refer the drawing no from 2053-1 to 2053-14.
- 6.5.2.11 The pipelines shall designed connection to the tank as per the below chart and refer the drawing no from 2053-1 to 2053-14. The Contractor shall design required modifications to structures, platforms existing pipelines terminal modifications

From	Pipeline size	Connections to Tank no and tie-in point
18" dia. manifold	18"	01,02,03,04,05, Tank G, Tank H
18" dia. manifold	18"	43,18, Tank B
18" dia. manifold	14"	06,07, Tank D
14" dia. manifold	14"	17,19, Tank C
14" dia. manifold	14"	24,25, Branch offs and blind as per the drawing no
18" dia. manifold	18"	30, Tank J, Branch offs and blind as per the drawing no

- 6.5.2.12 The pipelines shall designed 18” dia. pipeline at F1 point 18” dia. DBB valves (approximately 02) shall be installed to isolate the branch off pipelines as per the drawing no 2053 - 6.
- 6.5.2.13 The Contractor shall design pipeline pressure relief system with storage tanks separately for proposed 18” dia and 14” dia pipelines at Kolonnawa Installation.
- 6.5.2.14 The Contractor shall evaluate and determine the required wall thicknesses for pipes and fittings and verify that the SCH 40 pipe and fitting thicknesses are adequate for the design.
- 6.5.2.15 The clearance between the constructed pipelines with other existing pipelines and existing developments shall be maximized and be no less than 300 mm.
- 6.5.2.16 The Contractor shall design road crossings and rail crossing culverts to accommodate one 18” dia, two 14” dia and three 12” dia pipelines with minimum distance 300mm between pipes. The Contractor shall obtain required approvals for road crossing from Road Development Authority (RDA), Municipal councils and relevant local authorities. Refer the drawing No 2057-1 to 2057-14
- 6.5.2.17 The Employer shall provide preliminary design of the culvert at Orugodawatta rail crossing obtained from the Central Engineering Consultancy Bureau (CECB) to the Bidder for estimate purpose only refer the Annexure-2 of Section 10.
- 6.5.2.18 The Employer shall provide to the Contractor the design and sequence of events for the Orugodawatta rail crossing culvert obtained from the Central Engineering Consultancy Bureau (CECB). The Contractor shall prepare a detailed method statement based on the above documents and obtain approval from CECB and Sri Lanka Railways (SLR) prior to commencement of work.
- 6.5.2.19 The Contractor shall identify and design retaining wall required areas along the pipeline corridor considering roads and house/dwelling unit access.
- 6.5.2.20 The Contractor shall design cathodic protection system including isolation arrangement for all existing and proposed 18” dia, 14” dia and 12” dia pipeline segments from DTB to South jetty.
- 6.5.2.21 The Contractor shall design pipe rack segments including Seram gate to Existing pipe raiser, Tunnel gate to Port boundary wall refer the drawing no 2057-13 and Kolonnawa boundary wall to Pig station to accommodate one 18” dia., two 14” dia. and three 12” dia. pipelines and Channel Crossing segments including Bloemendhal, Mahawatta, near Nagalagam Street and Orugodawatha for new proposed 18” dia. & 14” dia. piggable pipelines with minimum distance 300mm between pipes. The foundations for the new pipe rack from the Serum Gate to the pipe raiser shall be designed to accommodate both the proposed new pipelines and the existing pipelines on the rack, taking into account the stability of the port embankment, and approval shall be obtained from SLPA. The Contractor shall review channel crossing foundation and structure near Nagalagam Street and the Employer will provide the design report of existing pipe support refer the Annexure-3 of Section 10.
- 6.5.2.22 The Contractor shall review foundation and structural design of existing pipe rack in side Colombo Harbour and design the modification for the existing pipe rack to lay proposed 18” dia and 14” dia pipeline refer the Annexure-4 of Section 10. If the existing pipe rack modification is not feasible, the Contractor shall design new pipe rack to accommodate proposed pipelines for the above segment.

- 6.5.2.23 The Contractor shall design corrosion protection system for subsea pipelines, underground pipelines, above ground pipelines, pipe racks and all related structures, including the selection and application of suitable painting and wrapping, as required to ensure long-term integrity.
- 6.5.2.24 Pipeline stress analysis shall be performed for designed pipelines. Requirement of expansion spool shall be checked to ensure that stresses are within the allowable range. CAESAR II or AutoPIPE software shall be utilized to perform the analysis apart from manual calculations.

## **6.6 Scope of Work**

### **6.6.1 General**

- 6.6.1.1 The scope of work of this contract is defined in general and shall include the following, but not limited to the same. The Contractor shall also carry out all the related work that are not listed in this document, but required for completion of the entire work as specified in this Bidding Document.
- 6.6.1.2 The work includes, fabrication of pipeline, trenching at all depths, by excavation wherever required, cutting away the earth and bringing back when required, dewatering, shoring and Pilling, ramming and leveling the trench bottom, laying of pipelines and backfilling with selected backfill material, compacting, carting the surplus earth for disposal, restoration of right of way, etc., complete as per specifications, drawings. For the pipe trenches where hard laterite or rubble which may damage coated pipes are encountered, padding with river sand or selected backfill from the excavated soil is to be provided. In areas where water table is high and excavated earth is slushy and clayey, red earth shall be used for back filing. The pipe shall be provided with anti-buoyancy concrete coating in marshy lands and in locations wherever the pipe is to be laid below water table. The back filling shall be compacted thoroughly by ramming/rolling and no settlement shall be observed during vehicle movement. If settlement is observed, additional earth shall be provided and surface made good.
- 6.6.1.3 The Contractor shall responsible for completion procurement, construction, commission of the detailed design accepted by the Employer.
- 6.6.1.4 On completion of each day's job, the pipe shall be protected with end caps and properly secured. During construction, The Contractor is to ensure that no hindrance is caused to public life and traffic. Temporary arrangements for diverting traffic and access to commercial establishments and residential areas are to be provided. Extra care and caution are to be exercised to ensure very minimum disturbance, damages and inconveniences to public during excavation, dewatering and erection of pipeline.
- 6.6.1.5 Damage to walls, buildings, culverts, drains, retaining walls, structures etc which occurred during the execution of work shall be repaired / reconstructed to the original condition at the expense of The Contractor.
- 6.6.1.6 The Contractor shall procure all materials, equipment, machinery, tools, consumables etc. necessary for completion works. Loading, handling and transportation of all materials from supply point / store at work site / Contractor's store as per the requirement of the job.
- 6.6.1.7 The Contractor shall identify job hazards and provide all necessary Personal Protective Equipment (PPE) to its workforce, subcontractors, visitors, and any other

personnel entering the project work areas. The Contractor shall provide PPE for all Employer representatives, Engineers, visitors, auditors, and inspectors entering the site, including helmets, safety vests, safety boots, and eye protection. The Contractor shall maintain a dedicated PPE stock at the Site Office for visitor use. The Contractor shall provide PPE training to all personnel, including proper use, care, limitations, and storage before entering site.

- 6.6.1.8 The Contractor shall prepare, qualify, and submit Welding Procedure Specifications (WPS), Procedure Qualification Records (PQR), and Welder Qualification Records (WQT/WPQ) for Employer approval prior to commencement of welding activities.
- 6.6.1.9 The Contractor shall ensure that all welding is carried out by qualified welders and welding operators certified for the applicable welding process, position, and material.
- 6.6.1.10 Soft copies and three hard copies of design reports/calculations, as built drawings, reports, certificates, third party inspection certificates, vendor documents, operation and maintenance manuals & reports shall be submitted in English language as directed by the Employer. Drawings shall be submitted in AutoCAD (dwg) format.
- 6.6.1.11 The Bidder shall provide the following details.
- i. Project Work Programme.
  - ii. Programme for detail design and issue of drawings.
  - iii. Quality control and quality assurance system.
  - iv. Construction Procedure (Method statement)
  - v. The Contractor shall provide the following details.
  - vi. Project Work Programme.
  - vii. Programme for detail design and issue of drawings.
  - viii. Material verification Programme
  - ix. Project Execution Plan
  - x. Inspection and Test Plan
  - xi. Quality control and quality assurance plans.
  - xii. Detailed Construction Procedure (Method statement)
- 6.6.1.12 All construction drawings prepared based on detail analysis/design report here to furnish with supportive calculations has to be submit to the Employer before commencement of the intended job. However, such concurrence will in no way relieve the Contractor for the total design responsibility for said drawings.
- 6.6.1.13 All items offered shall be brand new with the state-of-the-art technology and proven in field of Oil and Gas industry. Instruments/ equipment shall not be a Prototype.
- 6.6.1.14 The Contractor shall forward Vendor's assurance of availability of spare parts and maintenance support services for the offered equipment for at least 10 years from the date of supply.
- 6.6.1.15 The Contractor shall arrange third party witness and pre-shipment inspection of Pipes and Fittings, Marine Loading Arms, Pig launchers & receivers and any related components at Manufactures site/facility for two Employer's mechanical engineers

including air tickets, accommodation, travelling and local expenses on contractor's own cost. Also, other necessary facilities, instruments and special tools for inspections shall be arranged on contractors' own cost whenever they are identified as compulsory to be inspected by client. The Contractor shall obtain the Employer's written approval prior to the shipment.

- 6.6.1.16 The Make and model of all offered material, equipment shall be from a reputed brands used in Oil and Gas industry and country of origin and country of manufacture shall be from Europe, Japan, USA or South Africa.
- 6.6.1.17 The Bidder shall submit a comprehensive proposal with the bid to cater the requirements mentioned in scope of work and specifications. The scope of work and specifications listed are the minimum requirements expected. The Bidder shall include in his proposal, the systems, equipment, instruments and methodologies which he deems that shall incorporate to improve the quality and effectiveness of the systems at Kolonnawa Installation.
- 6.6.1.18 The Contractor shall specify the reference standards followed for the design and Softcopies of latest edition of API, ASME, NACE, NFPA and other standards used for the design work shall be submitted and supply three new laptops (Processor- Intel Core i9 14th gen, RAM 16GB or above, Screen Size 15.6 or above, Dedicated GPU 4 GB or above) with installed licensed Auto CAD software. Licensed copy of CAESAR II or AutoPIPE software which is used for stress analysis in this project shall be installed to one computer and software setup shall be provided in USB.
- 6.6.1.19 Routing of piping shall be based on process requirements, safety and ease of maintenance and operation. Sufficient piping flexibility shall be maintained to meet the equipment allowable loads and not to overstress the flanges. All operational valves, strainers and instrumentation shall be easily accessible from the ground, otherwise access platforms shall be provided.
- 6.6.1.20 Permanent access shall be provided to Instruments, valves, isolation valves and other items requiring frequent operation or maintenance. Valves for normal and emergency operations shall be operable from floor or from fixed platform.

## **6.6.2 Interfaces with stakeholders**

- 6.6.2.1 Holding of Meetings with stakeholders and obtaining local authority and relevant agencies' approvals and permits for smooth execution of the project. Obtain and consider all relevant regulatory requirements to ensure that there is no obstacle to further progress and obtain consent in principle from relevant authorities not limited to,
- Ceylon Petroleum Corporation (CPC) approval
  - Sri Lanka Ports Authority (SLPA) approval
  - Sri Lanka Navy (SLN) approval
  - Marine Environment Protection Authority (MEPA) approval
  - Coast Conservation and Coastal Resource Management Department approval
  - Urban Development Authority (UDA) approval
  - Sri Lanka Railway (SLR) approval

- Road Development Authority (RDA) approval
- Local Government Authorities approval
- National Water Supply & Drainage Board (NWSDB) approval
- Ceylon Electricity Board (CEB) approval
- Sri Lanka Telecom (SLT)
- Dialog Axiata PLC
- Any other local authority and relevant agencies' approval

6.6.2.2 All necessary permissions and approvals obtaining from stakeholders, local authority, relevant agencies and all the statutory agencies for laying the pipelines and construction of facilities are to be arranged and expenses for obtaining the services, permits, clearance and approvals are to be borne by the Contractor.

### **6.6.3 Material, Procure, Supply and Transportation**

6.6.3.1 All materials, equipment and components fabricated, manufactured and supplied under this contract shall be brand new and of best quality, of proven design (minimum of 5 years operating experience) and in accordance with sound engineering, fabrication and construction practices. Prototypes, new designs, or extensive modification of standard designs shall be unacceptable without the written consent of the Employer. Pipelines, Valves, Loading arms and accessories are to be supplied from a manufacture accepted by the Employer which conforms to the latest relevant codes & standards in the petroleum industry.

6.6.3.2 "Country of origin" and "country of manufacture" of all materials, Equipment shall be Europe, Japan, USA or South Africa.

6.6.3.3 The Contractor shall obtain the Employer's written approval prior to the shipment of all loading arms, pipes and fittings, pig receivers, cathodic protection systems, and any related components intended for delivery to the Site. No such items shall be shipped, dispatched, or delivered until the Employer has completed its inspection, review and issued a formal letter of approval confirming that the items comply with the Contract requirements, technical specifications, and all applicable standards.

6.6.3.4 The Contractor shall procure, supply and deliver all materials to the work site and the balance material from work site back to the Employer's storage yard, reconcile supply materials, mapping of underground installation wherever required, approvals and necessary permissions from local bodies and other authorities, liaison with public agencies viz police, public and local authorities etc.

6.6.3.5 The Contractor shall take delivery and transport at no extra cost of all materials from the storage yard to the work site and the balance material from work site back to the storage yard, return and reconcile the supplied materials, mapping of underground installation wherever required, approvals and necessary permissions from local bodies and other authorities, liaison with public agencies viz. police, public and local authorities.

6.6.3.6 Damage to walls, buildings, culverts, drains, retaining walls, road & rail lines, existing pipelines and pipelines under Construction itself etc. which occurred during

the execution of work shall be repaired / reconstructed to the original condition at the expense of the Contractor.

6.6.3.7 The Contractor shall Procure and supply below maintenance and operational spares and Consumables.

- i. Two years operational and maintenance spares for Marine Loading Arms.
- ii. Two repair kits for Emergency release system (ERS) of Marine Loading Arms
- iii. Two years operational and maintenance spares for valves.
- iv. Two years operational and maintenance spares for pig receivers/ launchers.
- v. 20% of each size of Spiral Wound Gaskets use for the pipeline project.
- vi. 14” dia. Batch Separation pigs Nos 10.
- vii. 18” dia. Batch Separation pigs Nos 10.

#### **6.6.4 Construction**

6.6.4.1 Site Offices Facilities and Service

- i. The Contractor shall maintain site office facilities with in near proximity area to the pipeline corridor until the date of Project Completion or until otherwise instructed by the Employer.
- ii. The Contractor shall provide dedicated office space for the Employer/Engineer including meeting room, 4 office workstations with lockers, document storage areas, sanitation facilities, and rest area.
- iii. The Contractor shall provide office space of adequate size, properly partitioned, ventilated, lit, and equipped for project activities.
- iv. The Contractor shall ensure offices are weatherproof and built to withstand site environmental conditions.
- v. The Contractor shall be responsible for the operation, maintenance, and replacement of all office equipment
- vi. The Contractor shall provide all required furniture including desks, chairs and filing cabinets.
- vii. The Contractor shall provide high-speed internet connectivity.
- viii. The Contractor shall supply continuous electrical power and ensure uninterrupted operations.
- ix. The Contractor shall provide potable water supply for drinking and sanitation for all office facilities.
- x. The Contractor shall install and maintain air-conditioning systems for all enclosed office spaces.

- xi. The Contractor shall provide and maintain adequate toilet facilities, washrooms, and hand-washing stations in compliance with health and safety regulations and clean sanitary facilities daily or increase frequency to ensure proper hygiene.
- xii. The Contractor shall provide 24-hour security personnel to safeguard site offices, equipment, documents, and personnel.
- xiii. The Contractor shall provide PPE for all the Employer representatives and CPSTL project team entering the site, including helmets, safety vests, safety boots, and clear and Grey Tint eye protection.

#### 6.6.4.2 Transport and Vehicle Arrangements

- i. The Contractor shall provide suitable and reliable transport facilities for the daily movement of Employer's personnel between the Site Office, construction work locations, laydown areas, pipeline Right-of-Way, and any other designated work areas.
- ii. The Contractor shall provide vehicles with drivers that are roadworthy, insured, licensed, and compliant with applicable safety regulations.
- iii. The Contractor shall provide transport for Employer's personnel to attend project-related meetings held outside the project site.
- iv. The Contractor shall provide transport at any time during the contract period when requested by the Employer or Employer's representative for official project purposes.
- v. The Contractor shall allocate standby vehicles during peak construction, hydrotesting, commissioning, and inspection activities.

6.6.4.3 The Contractor shall construct the works in accordance with the detailed design as per the clause no 6.5.2 and accepted by the Employer.

6.6.4.4 Clearing, restoration and re installment of electric posts, telephone posts, cables, product lines, water lines, boundary walls, retaining walls, roads, rail tracks and trees & branches, other properties of the CPSTL, SLR, CEB, SLPA and any other institution along the pipeline route and pig stations shall be done by the Contractor and bear all the cost & charges necessary for clearing, restoration & reinstallation. The Contractor shall demolish buildings, walls and other structures along the Kolonnawa Installation proposed pipeline route and debris shall be remove and transported to location inside or outside of CPSTL directed by the Employer.

#### 6.6.4.5 Trenching

- i. The Contractor shall execute all trenching works for the pipeline in accordance with the method statements and construction drawings approved by the Employer and the relevant authorities.
- ii. The Contractor shall provide and maintain adequate safety warning signs, barricades, alarm markings, and night-time reflectors around all open trenches to prevent unauthorized access and accidents.

- iii. The Contractor shall provide Temporary walkways across the trench to facilitate movements with safety for the inhabitants.
- iv. The Contractor shall carry out trenching in muddy or unstable ground using sheet piling, shoring, trench boxes, or other approved ground support systems to prevent trench collapse and ensure personnel safety.
- v. The Contractor shall execute trenching in roadside or restricted areas by promptly transporting excavated soil to designated disposal or stockpile locations, where on-site storage is not permitted or not feasible.
- vi. The Contractor shall ensure that trenching activities do not obstruct existing utilities, drainage systems, or public access and shall implement temporary protection measures as required.
- vii. The Contractor shall restore trench areas, roadways, and surrounding land to their original or approved condition upon completion of backfilling and reinstatement works.
- viii. The Contractor shall inspect all excavated trench material and identify any unsuitable soil, including but not limited to hard laterite, rubble, rocks, debris, or other materials that may damage the pipeline or are unsuitable for bedding and backfilling. The Contractor shall remove such unsuitable material from the trench and replace it with approved selected fill material, river sand, or fine-grained soil as approved by the Employer.
- ix. The Contractor shall ensure that the pipeline is fully padded and covered with an approved river sand layer, providing a minimum thickness of 150 mm (6 inches) at the bottom, 150 mm (6 inches) on both sides, and 225 mm (9 inches) at the top of the pipeline.
- x. The Contractor shall ensure that the replacement material is free from sharp objects, stones, organic matter, and deleterious substances and is suitable for pipeline bedding and backfilling.
- xi. The Contractor shall compact the replacement material in layers to the specified density and provide adequate padding around the pipeline to prevent mechanical damage.

#### 6.6.4.6 Specification for Pipeline Welding

##### i. General Welding Requirements

Welding and weld inspection shall meet the requirements of API Standard 1104 Editions, "Standard for Welding Pipelines and Related Facilities". Each welder or welding operator shall be qualified for the established production welding procedure specification before performing any production welding on any line pipe or piping components installed in accordance with this Specification.

Welding Qualification Tests are to be carried out with the same or equivalent equipment as that to be used during installation. These tests shall be performed

in a place designated by the Contractor and agreed by the Employer and shall be conducted under representative installation conditions. The approved welding procedure specification, together with certified welding procedure and welder qualification tests results, shall be on file at the Work Site and be made available to the welder and Employer and Third-Party Inspector at all times. Any work not welded by qualified welders and in accordance with approved welding procedures shall be rejected. Welding personnel to perform arc-air gouging are to be trained and experienced with the actual equipment.

ii. Welding Equipment

Arc welding machines, ammeters, voltmeters, cable, electrode holders, wire brushes, and other accessories shall be of a type, quality, and condition satisfactory to Employer.

All welding equipment used shall be the same or equivalent equipment as that qualified in the welding procedure. Welders and welder's helpers shall wear adequate safety equipment during performance of welding.

iii. Welding Consumables

Welding consumable shall conform to AWS Specification requirements, shall be suitable for the intended application and shall produce a weld with required properties, soundness and corrosion resistance in the finally installed condition. Weld metal mechanical properties are to meet base material requirements. Excessively overmatching yield and tensile strengths shall, however, be avoided. Impairment of tensile and toughness properties due to intended heat treatments shall be considered.

iv. Welding Consumable Storage and Handling

Welding consumable are to be treated with care to avoid contamination, deterioration, moisture pick-up and rusting, and are to be stored under dry conditions prior to use. All coated manual welding electrodes shall be kept in hermetically sealed containers, stored in accordance with the Manufacture's recommendation, and handled to ensure no mechanical or physical damage is caused to the coating. Damaged packages and any consumables showing any signs of damage, deterioration, corrosion or any other contamination shall not be used.

v. Welder Qualification

Before production welding is performed, all welders shall be qualified in accordance with approved welding procedures, for the process, position, and welding direction to be used. Welders shall make a test weld and satisfy applicable requirements of API 1104. However, welders can be qualified by Radiography/N.D.E., without mechanical tests required for the welding procedure qualification, when approved by the Employer. During qualification welding, welders shall demonstrate that they are proficient in welding

operations. The qualification test shall be carried out with the same or equivalent equipment used during production welding, and normally at the premises where production welding is to take place.

Welders shall be qualified based on test results from their respective weld sections, and at Contractors' expense. Production welding shall be performed only by qualified welders and equipment using the Employer approved procedures.

vi. Environmental Factors on Performing Welding

No welding shall be performed when surfaces are wet, when rain is falling on surfaces to be welded or during high winds, unless the welders and the Work are properly protected. High winds are defined as greater than eight kilometers per hour in the welding area. Unacceptable weather conditions shall be determined at the Employer's sole discretion otherwise in accordance with the procedure specified in API 1104.

6.6.4.7 Specification for Painting and Coating

i. Details of application and approval

- a. 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 is recommended to apply by Airless spray.
- b. Stripe coating 3 times on welding joints & sharp edges before each paint coat and other required are to be stripped coated as required.
- c. Required overall paint thickness should not be less than 360 microns DFT.
- d. Approval for painting should be obtained from the Employer or his representative as follows.
  - Proposed paint system
  - Prior to application of first primer coat after satisfactory cleaning of surfaces.
  - Prior to application of first intermediate coat after applying the required thickness of primer.
  - Prior to application of first finish coat after applying the required thickness of intermediate coat.
  - 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 the Employer. The preparation of paint before application is to be done as per the instruction stated by the paint manufacturer.
  - Time interval between two coatings shall comply with paint manufactures instructions
  - The Employer reserves the authority to accept or reject.
  - Prepared surface before painting depending on his observations.
  - Application of paint depending on the preparation of paint and the

weather.

- e. 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.

ii. Surface Preparation

- a. All the surfaces which are to be painted to be blast cleaned to conform to Swedish Standard SA 2 ½ by blasting.
- b. Blast Cleaning - Environmental Conditions  
Blast cleaning shall not be carried out: -
  - On surfaces that are moist or that may become moist before the application of primer.
  - When metal surface temperatures are less than 3 °C above the dew point or when the relative humidity of the air is greater than 80%.
  - In close proximity to subsequent coating operations or near other surfaces susceptible to dust or particle contamination.
- c. Any oil or grease contamination shall be removed by solvent wash prior to blast cleaning. Should any trace of oil or grease remain on the steel substrate following blasting, such contaminated areas shall be re-washed and re-blasted.
- d. Blast Cleaning - Outdoors
  - Where blast cleaning is to be executed outdoors on an exposed site (not under cover) preliminary blast cleaning may be done at night with the prior consent of the Engineer provided that all surfaces so treated shall be re-blasted during daylight hours to within the tolerances laid down in this specification before any coating materials are applied.
  - This clause does not apply where either automatic centrifugal blast cleaning or manual grit blasting is to be carried out in an adequately covered premises, provided the tolerances laid down in this specification are achieved.
- e. Welding After Blast Cleaning
  - Blast cleaned surfaces which are later to be joined by welding and where the shop primer is to be applied shall be left uncoated at least 10 cm from such welding area. After welding has taken place these areas shall be re-blasted and primed according to specification.
  - Where areas are blast cleaned and shop primed prior to fabrication and are later subjected to welding processes special attention shall be given to such areas for removal of weld flux, slag, weld metal splatter, weld heat oxides, slivers and other foreign elements. All weld areas shall be re-blasted to ensure that all contaminants are removed and then re-primed according to specification.
- f. Blasting - Abrasives
  - The abrasive employed in blasting shall be graded steel grit, ball shot,

silica safe sand or similar and shall be such that it will produce a surface roughness complying with the one specified by the manufacturer for the primer concerned. The abrasive shall be dry, clean and free from soluble contaminants. Under no circumstances will sand, contaminated or recycled grit be allowed for abrasive blasting.

- At the discretion of the Engineer copper sulphate tests for determining the presence of mill-scale or Potassium Ferricyanide for determining the presence of iron salts shall be undertaken.

iii. Surface Conditions

- a. Surfaces shall be clean and dry before the application of any coating. If painting takes place over a zinc rich shop primer, which has been exposed outdoors for an extended period, the entire coated surface shall be sweep blasted to remove "white rust" and other contaminants prior to application of the first regular coat.
- b. After the appropriate method of surface preparation has been completed, the surface shall be cleaned by vacuum, clean and dry compressed air or by clean brush so as to remove all accumulated grit, shot, dust, etc. thus leaving the surface clean, dry and free of all scale, rust and other forms of contamination.
- c. In the event that rusting occurs after the completion of the surface preparation, the surfaces shall again be cleaned in the manner specified.
- d. No blast cleaned surfaces shall be allowed to remain unpainted overnight.

iv. Painting and Coating Materials

- a. All coating materials and thinners shall be furnished by the Contractor in original, unopened containers bearing the manufacturer's label and instructions. For materials having a limited shelf life, the date of manufacture and the length of life shall be shown. The oldest paint of each kind shall be used first.
- b. All coating materials shall be stirred in a container with a power mixer before use to thoroughly remix the pigments and vehicles. Only thinners specified by the manufacturer shall be used. Mixing and thinning directions as furnished by the manufacturer shall be followed unless modified by the Engineer. Mixing in open containers shall be done in a well-ventilated area. When use of thinner is permitted, thinner shall be added during the mixing process.
- c. For paints and thinners, records shall be submitted
  - Date of manufacture
  - Shelf life
  - Date of use
  - Daily usage of thinners
- d. Storage of paint shall be as required by the manufacturer.
- e. Preparation of the paint for application shall be as the Manufacturer's recommendations.

## v. Paint System and Application

The pipeline segments, steel members of pipe support such as I sections, T-sections, plates, brackets, angle irons, etc... to be painted with primer, intermediate and finish paint as per the BOQ and specification.

- a. Coating system shall comply with ISO12944, C5 Marine & durability very high category with minimum High (H) durability class (15 -25) years of durability.
- b. All paint coatings shall be from same manufacture and compatible with previous coating.
- c. Paint System and Application

Description	Thickness	Coat
epoxy anticorrosive primer or polyamide cured primer	80 microns DFT (Minimum as per the data sheet)	Primer (Red)
Epoxy Coating	200 microns DFT	Intermediate
Aliphatic acrylic polyurethane	80 microns DFT	Finish (White)
Required overall paint thickness	360 microns DFT	
Solvent – Thinner or equivalent or as specified in manufactures data sheet.		

	<b>Primer</b>	<b>Intermediate</b>	<b>Finish</b>
Number of components	Two	Two	Two
Pot life	At temperature 40°C – 2 hours or higher	At temperature 40°C – 2 hours or higher	At temperature 40°C – 2 hours or higher
Dry to touch	2 hours or less	2 hours or less	2 hours or less
Overcoating interval	At temperature 40°C Minimum - 1 hours or lower exposed to Direct sunshine Maximum - 2 months or higher  NOT exposed to direct sunshine Maximum - 3 months or higher	At temperature 40°C Minimum - 3 hours or lower  Maximum - Unlimited	At temperature 40°C Minimum - 3 hours or lower  Maximum - Unlimited

- d. The pipeline segments, steel members of pipe support such as I sections, T-sections, plates, brackets, angle irons, etc... to be painted with primer, intermediate and finish coating as per the specification.
  - e. The proposed pipe racks and accessories shall be hot dipped galvanized as per ASTM A 123 or BS EN ISO 1461:2009 and external corrosion protective coating shall be applied and complied to ISO/EN12944 C5 Marine & durability very high.
  - f. Paint system should be contrasting colour shades between each coat.
  - g. Method of Application shall be Primer - Airless Spray, Roller or Brush, intermediate and finish coatings - Air Less Spray, Air spray, Roller or Brush.
  - h. The paint shall not contain metallic Aluminium, lead, cadmium, Toxic Heavy Metals, copper or copper alloys for external coating systems.
  - i. The maximum relative humidity during application and curing shall be at least 85% or higher and mention in the SDS.
  - j. Curing time shall be dependent on ambient temperature only.
  - k. The paint, when stored in the original, sealed containers at a temperature between 0 and 35°C, shall retain its properties for a period not less than 24 months from the date of dispatch by the Supplier. The age of materials components shall not exceed the recommended shelf life as limited by the manufacturer.
- vi. Film Thicknesses
- a. Specified film thicknesses for coating materials shall be strictly observed. Film thicknesses shall be checked with an appropriate film thickness gauge furnished by the Contractor. The Contractor shall calibrate the gauge for thickness range to be checked at least twice per day.
  - b. When dry film thicknesses are less than those specified, additional coats shall be applied or the coatings shall be removed and reapplied as required at no additional cost. Particular attention shall be paid to full film thickness on edges.

- c. In hot weather, such additional precautions as are necessary shall be taken to ensure that the specified dry film thickness of priming or finish coats is obtained.
- vii. Paint coating and application Test Equipment
- a. Two complete sets of the following approved and calibrated test equipment shall be provided and maintained at the site of the Works by the Contractor.
- Surface Cleanliness Comparator (ISO 8501-1 / SSPC-VIS)
  - Surface Profile Gauge / Replica Tape (Testex) (ISO 8503)
  - Digital paint Coating thickness meter.
  - Wet film thickness combs.
  - Hygrometer.
  - Maximum and minimum thermometer.
  - Flow cup type B No. 4 and timer.
  - Surface profile meter such as Elcometer 'Roughtector' (ISO 8503).
  - Dust Test Kit (ISO 8502-3)
  - Soluble Salt Test Kit (Bresle Method) (ISO 8502-6 / 8502-9)
  - Holiday Detector
  - Digital Camera
  - Visual Inspection Lamps / High-intensity Lights
- b. Documents shall be submitted along with the bid
- c. A comprehensive paint system detail report including all technical information including Product Data Sheets (PDS) and Safety Data Sheets (SDS) shall be supplied for each and every product in the coating systems.
- d. Paint quantity calculation should be provided with the relevant data sheet information
- e. Product certifications from the reputed third-party companies to confirm applicability.
- viii. Hot dip Galvanising
- All hot dip galvanizing work shall conform to ASTM A 123 or BS EN ISO 1461:2009. Touch up painting with Zn rich paint shall be attended on the galvanized surfaces wherever required after installation. Certificate from the galvanizing company stating that all the specifications of the bidding document were met shall be submitted to the Employer after completion of galvanizing work.
- ix. Coatings shall be free from pin holes, voids, bubbles, dust, foreign inclusions, and other holidays. Any such defects shall be repaired at the Contractor's expense. Prior to the application of a coating, any damage to the previous coating shall be repaired with the specified material. Upon completion of fabrication any damage to the coating system shall be repaired to the satisfaction of the Engineer.

6.6.4.8 The Contractor shall supply, fabricate, install, apply, test, and commission corrosion protection system for subsea pipelines, underground pipelines, above ground pipelines, pipe racks and all related structures.

6.6.4.9 Development and modification at Dolphin Tanker Berth (DTB) at Colombo Harbour

i. Marine Loading Arms

The Contractor shall supply, install, test, and commission two (02) marine loading arms capable of unloading 40,000 MT petroleum tankers at the Dolphin Tanker Berth (DTB). The Contractor shall carry out factory acceptance testing (FAT), site acceptance testing (SAT), and performance testing before handing over to the Employer. The Contractor shall provide all accessories, isolation valves, and safety systems including quick-connect/disconnect couplers (QCDC), emergency release system (ERS). Loading Arm drain line shall be tie-in to existing draining pipeline system at DTB.

ii. Pig Launchers and Receivers

The Contractor shall supply, fabricate, install, test, and commission pig launchers and pig receivers required for the proposed 14" and 18" dia piggable pipelines. The Contractor shall provide launcher/receiver closures, kicker lines, drain and vent systems, pressure indicators, isolation valves, blinds, supports, pig signaler and all related instrumentation and safety devices. The Contractor shall ensure that the pigging systems are fully compatible with the pipeline diameters, products, and operational pigging requirements (cleaning, gauging, batching, ILI pigs if required). The Contractor shall supply, fabricate, install, test, and commission a complete pig lifting and handling facility including storage racks to ensure safe handling of pigs during loading/unloading operations at DTB and Kolonnawa Installation. The Contractor shall evaluate the existing draining system including sump capacity at DTB and if it is not sufficient modify the existing system or install new system else Drain lines to be tie-in to existing draining pipeline system at DTB.

iii. The Contractor shall supply, fabricate, and install all structural supports, platforms, pipe supports, brackets, embedded plates, anchor bolts, and any reinforcing work required for marine loading arms and pigging facilities on the DTB.

iv. The Contractor shall carry out structural integrity assessments and confirm that all added loads (static, dynamic, operational) are within acceptable limits of the existing DTB structure.

v. The Contractor shall ensure all materials used for DTB installations are suitable for marine / corrosive environments and comply with coating and cathodic protection requirements.

vi. Connection to Existing and Proposed Pipelines

- vii. The Contractor shall construct tie-ins to the existing and proposed product pipelines. The Contractor shall ensure proper alignment, stress analysis, flexibility checks, expansion arrangements, supports, and anchoring systems are incorporated into the pipeline routing. All preparatory works required for the job such as flushing, wedge opening of flanges for draining the water and activities for carrying out hot work as per approved procedure. The Contractor shall provide all necessary isolation, purging, gas-free certification, safety permits, and temporary works required for tie-in activities. The Contractor shall execute all pipeline connections with minimal operational downtime and in compliance with relevant authorities' safety procedures.
- viii. The Contractor shall inspect the existing tower-based gangway at DTB and refurbish or replace for ship boarding operation. If existing tanker gangway landing area is used for proposed facility development, the Contractor shall arrange new tanker gangway landing area on DTB.

#### 6.6.4.10 Pipe laying from DTB to Serum Gate

- i. The Contractor shall supply, fabricate, and install 18" dia and 14" dia piggable pipeline including subsea section from DTB to Serum gate via selected route by the Contractor and connected to pig launchers/receiver's at DTB. 12" dia piggable subsea pipeline shall be tie-in to existing pipeline and loading arm. The Contractor shall install 18" dia, 14" dia and 12" dia piggable isolation valves to pipelines at DTB end. The fabrication, and installation work of pipe laying shall be the minimum impact to the ongoing operations in the DTB and shall not interfere with Colombo Harbour operations.
- ii. The Contractor shall supply, fabricate, and install impress current cathodic protection system for all existing and proposed 18" dia, 14" dia and 12" dia pipeline segments from DTB to South Jetty.
- iii. Above ground pipeline segments, external corrosion protective coating shall be complied to ISO/EN12944 C5 & durability very high. Subsea pipeline segments, corrosion protection and weight coating with cathodic protection system shall be according to Submarine pipeline systems standard DNV-ST-F101.

#### 6.6.4.11 Pipe rack from Serum Gate to existing pipe raiser

- i. The Contractor shall construct the pipe rack segment for accommodate one 18" dia, two 14" dia and three 12" dia pipelines as per the design refer the Annexure-4 in Section 10.
- ii. The Contractor shall supply, fabricate, and install 18" dia., 14" dia., and 12" dia. piggable pipeline from Serum Gate to existing pipe raiser.
- iii. The Contractor shall construct tie-ins to existing 12" dia pipeline to proposed 12" dia pipeline at pipe raiser end.

- iv. Pipe rack structures shall be hot dipped galvanized as per ASTM A 123 or BS EN ISO 1461:2009 and external corrosion protective coating shall be applied and complied to ISO/EN12944 C5 Marine & durability very high.

#### 6.6.4.12 Pipe laying of existing pipe rack up to tunnel gate

- i. The Contractor shall modify the existing pipe rack with additional tier or other modification and apply external corrosion protective coating. The Contractor shall supply, fabricate, and install 18" dia and 14" dia. piggable pipelines on design pipe rack.
- ii. Pipe rack structures shall be hot dipped galvanized as per ASTM A 123 or BS EN ISO 1461:2009 and external corrosion protective coating shall be applied and complied to ISO/EN12944 C5 Marine & durability very high.

#### 6.6.4.13 Pipe laying from Tunnel gate to Colombo Harbour boundary wall

- i. The Contractor shall supply, fabricate, construct and install pipe rack. The Contractor shall get approval to the pipe rack route from SLPA as per the design. refer the Drawing No 2057-13 and the Annexure-4 in Section 10.
- ii. The Contractor shall supply, fabricate, and install 18" dia and 14" dia piggable pipelines on proposed pipe rack.

#### 6.6.4.14 Pipe laying from Colombo Harbour boundary wall to Orugodawatta Railway Crossing

- i. The Contractor shall supply, fabricate, and install 18" dia and 14" dia piggable pipelines along the CPSTL pipeline corridor by open cut method and minimum cover for buried pipelines shall be as per ASME B31.4 and road and rail crossing as per API 1102.
- ii. The Contractor shall supply, fabricate, and install required channel crossings as per the design along this segment.
- iii. The Contractor shall supply and construct retaining wall required areas along the pipeline corridor considering roads and house/dwelling unit access as per the design.

#### 6.6.4.15 Orugodawatta Railway Crossing

- i. The Contractor shall supply and construct the Orugodawatta rail-crossing culvert in accordance with the design prepared by the Central Engineering Consultancy Bureau (CECB) and recommended by Sri Lanka Railways (SLR). Construction shall be supervised by the CECB engineering team under the guidance of SLR, and a completion certificate for the works shall be obtained from CECB.
- ii. The Contractor shall supply, fabricate, and install 18" dia and 14" dia piggable pipelines through the newly constructed culvert.

#### 6.6.4.16 Orugodawatta Railway Crossing to Kolonnawa installation Boundary Wall

- i. The Contractor shall supply, fabricate, and install 18" dia and 14" dia piggable pipelines along the CPSTL pipeline corridor by open cut method and Minimum Cover for Buried Pipelines shall be as per ASME B31.4 and road and rail crossing as per API 1102.
- ii. The Contractor shall supply and construct in-situ culvert for 18" dia. and 14" dia. piggable pipelines along the CEB Stanley Receiving Station boundary wall where the area designated for heavy vehicle movement.
- iii. The Contractor shall supply and construct retaining wall required areas along the pipeline corridor considering roads and house/dwelling unit access as per the design of Clause no 6.5.2.13.

#### 6.6.4.17 Kolonnawa installation Boundary Wall to Pig station

- i. The Contractor shall demolish buildings and fire water sump along proposed pipeline route and debris shall be remove and transported to location inside CPSTL. After completion of the demolition works, the void of the water sump shall be backfilled with earth of a quality acceptable to the Employer.
- ii. The Contractor shall supply, fabricate, construct and install pipe rack as per the design of Clause no 6.5.2.14 from Kolonnawa installation Boundary Wall to existing road. The Piperack segment behind the transformers and CEB distribution panel areas shall covered with removable checkered plates painted to ISO/EN12944 C5 Marian & durability very high refer the Drawing no 2053-4.
- iii. The Contractor shall supply, fabricate, and install 18" dia and 14" dia piggable pipeline from Kolonnawa installation Boundary Wall to Pig station on pipe rack and through the culvert.
- iv. Above ground pipeline segments external corrosion protective coating shall be complied to ISO/EN12944 C5 Marian & durability very high.
- v. Pipe rack structures shall be hot dipped galvanized as per ASTM A 123 or BS EN ISO 1461:2009 and external corrosion protective coating shall be applied and complied to ISO/EN12944 C5 Marian & durability very high

#### 6.6.4.18 Pig station inside Kolonnawa Installation

- i. The Contractor shall supply, fabricate, and install pig launchers/receivers with pig Lifting/handling facility, pig storage area including two drain sumps required for draining operation as per the design. Slop oil system with tank capacity as per the design shall be installed near the pig station. Refer the Drawing no 2053-5
- ii. The Contractor shall supply, fabricate, and install 14" dia. and 18" dia pipe manifold as per the design. Refer the Drawing no 2053-5.

- iii. The Contractor shall supply, fabricate, and install pipeline pressure relief system with storage tanks separately for proposed 18" dia and 14" dia pipelines at Kolonnawa Installation.
- iv. External corrosion protective coating of the pig launchers/receivers with pig lifting/handling facility shall conform to ISO/EN12944 C5 Marine & durability very high.

#### 6.6.4.19 Development and modification at Kolonnawa Terminal

- i. The Contractor shall supply, fabricate, and install 18" dia. and 14" dia. pipeline including underground & above ground segments, rail & road crossings, manifolds, various sizes of branches and off takes pipeline segments with fittings, tie-ins, blind work to the tanks in accordance with the detailed design as per the clause no 6.5.2 and accepted by the Employer.

#### 6.6.4.20 Flushing and Cleaning

- i. Flushing and Cleaning procedure and report shall be submitted by the Contractor.
- ii. Cleaning of pipeline shall be with foam pigs & scraper pigs. Necessary launchers & receivers shall be arranged by the Contractor. Flushing, filling, addition of corrosion inhibitors, hydro testing, draining and drying are to be carried out as per the approved procedure. Water required for the flushing shall be arranged by the Contractor. Brackish water of the backwater shall not be used for this purpose. On completion of the hydro testing, the line shall be dewatered using Scraper pigs and shall be dried by driving foam pigs using Compressed air. Each section of the pipeline shall be separately flushed and tested prior to integrated testing.
- iii. The draining of water shall be carried out in a controlled manner to avoid flooding at the draining area. Necessary permits / approvals required from the authorities concerned for draining the water into the water sources, back water and into the Sea shall be obtained by the Contractor prior to carrying out any such activity. Draining of water shall be carried out in a controlled manner to avoid flooding at the draining area and shall not make hindrance to the public. Draining of water having corrosion inhibitors / chemicals shall not endanger any living organism including Flora & Fauna. Also adequate warning and caution shall be exercised during the pigging operation.

### 6.6.5 XYZ mapping and GPS survey

- 6.6.5.1 The Contractor shall carry out accurate XYZ mapping and GPS surveying along the entire length of the newly installed pipelines, including onshore, underground, and subsea sections, and existing structures and existing adjacent pipelines.
- 6.6.5.2 The Contractor shall record and provide X, Y, and Z coordinates for the pipeline centerline at 6m or less intervals, all changes in direction, crossings, tie-in points, valves, fittings, road and utility crossings, and other critical features.

- 6.6.5.3 The Contractor shall ensure that all GPS survey data is referenced to the SLD99\_Sri\_Lanka\_Grid\_1999 (WKID:5235), compatible with national mapping standards and the Employer's GIS requirements. The Contractor shall submit soft copies (in AutoCAD) and hard copies (A2 size in scales as required) of all finalized 2D ,3D and GPS utility mapping drawings to the Employer including shapefiles (\*.shp), \*.kml file of the pipelines and Hard copies shall be certified by a Chartered Civil Engineer.
- 6.6.5.4 The Contractor shall achieve survey accuracy less than  $\pm 15$  cm vertically and horizontally for pipeline asset management, integrity management, and future maintenance activities, in accordance with approved survey specifications.
- 6.6.5.5 The Contractor shall submit the XYZ mapping data in approved digital formats, including GIS files, CAD drawings, spreadsheets, and survey reports, as part of the as-built documentation.
- 6.6.5.6 The Contractor shall be fully responsible for the completeness, accuracy, and correctness of all XYZ mapping and GPS data, notwithstanding any review or acceptance by the Employer.

## **6.7 Inspection, Testing, Examination, Commissioning and Training**

### **6.7.1 Inspection**

- 6.7.1.1 The Contractor shall arrange Inspection by an Independent third-party Inspectors or Inspection institutions/agencies recommended and approved by the Employer to adhere & assure 100% QA/QC compliances throughout the manufacturing & testing process of line pipes and accessories & application of external line pipe coating for the total process. Employer Engineers or Technical officers shall witness the whole process along with the Independent third-party Inspectors or Inspection institutions/agencies. All the inspection hold points shall be approved by the Employer before commencement of the work. The Third-Party Inspection agency shall carry out all the activities close coordination with the Employer. The Third-Party Inspectors or Inspection institutions/agencies shall submit periodical reports to the Employer in a timely manner.
- 6.7.1.2 Third party inspectors shall be one of the following institutions/agencies.
- i. Lloyds
  - ii. S. G. S.
  - iii. Bureau Veritas
  - iv. ABS
  - v. TUV
  - vi. DNV
- 6.7.1.3 The scope of work of the Third-Party Inspectors or Inspection institutions/agencies is classified as below:
- i. Review Material Examination NDT/DT procedure and the test reports and comment and approve.
  - ii. Review FAT and SAT procedure submitted by EPCC Contractor and Participate in the FAT and SAT.

- iii. Perform Site Inspections, Testing and certification of pipe fit up, welding and installation. Each weld joint with weld map shall be inspected and provide signed report and recorded. Welding Inspectors qualification shall be CSWIP 3.1/AWS.
- iv. Review and perform Coating Inspection both at the workshop and at the site and certification Inspector qualification shall be The Association for Materials Protection and Performance (AMPP) CIP Level 2/ FROSIO Level II.
- v. Review and perform Cathodic protection system inspection and Inspector qualification shall be AMPP CP4 – Cathodic Protection Specialist.
- vi. Review and Approval of Welder and Welding Procedures (WPS/PQR/WQT).
- vii. Welding Inspector qualification shall be CSWIP 3.2 Senior Welding Inspector/ AWS.
- viii. Review Material Examination both by DT and NDT and certification.
- ix. Review, suggest and participate in Hydro Testing and certification.
- x. Perform review, Supervision and certification at the manufacturer works during production of Pipe, Valves, loading arms, Pig launchers / Receivers and Accessories.
- xi. Issue the final acceptance certificate for Engineering Procurement Construction & Commissioning of one 18” pipeline and one 14” pipeline between two pig stations at Dolphin Tanker Birth at Colombo Port and Kolonnawa Terminal and installation of one 12” pipeline between existing Pipe rack and Dolphin Tanker Birth at Colombo port.

## **6.7.2 Testing**

- 6.7.2.1 The Contractor shall make available and maintain all testing equipment, machines, instruments, and tools required for inspection, testing, commissioning, and verification of the Works.
- 6.7.2.2 The Contractor shall ensure that all testing equipment, machines, and measuring instruments are provided with valid calibration certificates traceable to national or international standards, issued by accredited calibration laboratories.
- 6.7.2.3 The Contractor shall submit copies of calibration certificates to the Employer for review prior to use and shall ensure that all equipment remains within its valid calibration period throughout the Contract.
- 6.7.2.4 The Contractor shall immediately remove from service and replace or recalibrate any equipment found to be out of calibration, defective, or unsuitable for its intended use.
- 6.7.2.5 The Contractor shall bear all costs associated with the supply, calibration, re-calibration, maintenance, and replacement of testing equipment, and no additional payment shall be due from the Employer.
- 6.7.2.6 The Contractor shall conduct hydrotesting and system flushing for all new and modified pipelines prior to commissioning. The Contractor shall provide the fresh water for the hydrotesting and water quality test report shall be provided.

- 6.7.2.7 The Contractor shall carry out holiday testing on all coated pipes in accordance with the Contract requirements, relevant standards, and the approved Inspection and Test Plan (ITP). The Contractor shall record all test results, including details of any defects identified and corrective actions taken. The Contractor shall submit a comprehensive Holiday testing report to the Employer.
- 6.7.2.8 The FAT and SAT procedures and test plans shall be submitted to the Employer at least four (4) weeks prior to the proposed date of the FAT for review and approval. A Hard copy of the signed Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) procedures, punch lists and related documentations shall be furnished to the Employer's representatives upon successful completion of the FAT & SAT.

### **6.7.3 Examination**

- 6.7.3.1 The Contractor shall perform 100% radiographic examination (RT) of all underground and subsea pipe butt weld joints and 10% radiographic examination (RT) of all above ground pipe butt weld joints in accordance with the requirements of API Standard 1104, ASME B31.4, ASME Section V, and ASME Section IX. The Contractor shall ensure that radiographic testing is carried out by qualified and certified NDT personnel holding valid certification in accordance with ASNT or ISO 9712.
- 6.7.3.2 Liquid penetrant testing
- 6.7.3.3 The Contractor shall perform 100% Liquid penetrant testing for Fillet welding joints in accordance with the requirements of API Standard 1104, ASME B31.4, ASME Section V, and ASME Section IX.
- 6.7.3.4 Visual examination of Welds
- 6.7.3.5 All completed production welds shall be thoroughly cleaned by mechanical brushes, buffers or other suitable equipment, prior to visual weld examination by the Employer as required, and shall meet the requirements of API Standard 1104.

### **6.7.4 Commissioning**

- 6.7.4.1 The Contractor shall prepare, submit and implement a complete commissioning procedure including schedule for marine loading arms, pigging facilities, associated and pipelines terminal modifications.
- 6.7.4.2 The Contractor shall carryout pre-commissioning and commissioning activities with petroleum products/freshwater once all mechanical works are completed.
- 6.7.4.3 All commissioning and startup spares including consumables required up to commissioning, system acceptance and handing over of the systems shall be in the Contractors' scope.

### **6.7.5 Training**

- 6.7.5.1 The Contractor shall provide for marine loading arms operation training and pigging facilities operation & maintenance training for Employer's personnel. Comprehensive training of repair and maintenance of Marine loading arm's Emergency Release System shall provide to Employer's personnel.

- 6.7.5.2 The Contractor shall provide Comprehensive Training and give certificates to CPSTL Engineering Team on CAESAR II or AutoPIPE software which is used for stress analysis in this project.
- 6.7.5.3 A comprehensive training on system operation shall be conducted by the Contractor for operation staff members of the Installation. The training shall be conducted at site after the successfully commissioning of the pipelines.

#### **6.7.6 Project Progress Monitoring**

- 6.7.6.1 The Contractor shall prepare and submit detailed Baseline Project Work Program within 14 days from the Commencement Date to the Employer for review and acceptance. Upon review and acceptance by the Employer, the submitted program shall become the Baseline Project Work Program and shall be used as the reference schedule for the Progress measurement, Performance monitoring, Delay analysis and Extension of Time (EOT) evaluations.
- 6.7.6.2 The Baseline Project Work Program shall be prepared using recognized project planning software Primavera P6 and Include all EPCC activities, fully logic-linked, resource-loaded (where required), Identify key milestones, critical path activities, and consistent with the Contract Scope of Work, Milestones, and Completion Date.
- 6.7.6.3 The Contractor shall submit a separate Critical Path Work Schedule within 14 days from the Commencement Date. The schedule shall include only those activities forming the Critical Path that directly affect the Contract Time for Completion.
- 6.7.6.4 The Contractor shall arrange and participate in fortnight project progress monitoring meetings with the Employer and relevant stakeholders to review construction activities, safety performance, quality issues, manpower, equipment deployment, risks, and short-term work plans. The Contractor shall ensure the participation of key project personnel with decision-making authority in all progress monitoring meetings. The Contractor shall submit hardcopy and softcopy of updated Project Work Program one day before the fortnight project progress monitoring meeting indicating updated date, reflecting baseline, actual progress, Changes to logic or sequencing, Impact on the Critical Path forecasts, and approved changes. Any revision to the Baseline Project Work Program or critical path activities shall be subject to the prior written approval of the Employer.
- 6.7.6.5 The Contractor shall arrange and conduct monthly project progress review meetings to assess overall project performance, including schedule status, engineering progress, procurement, construction milestones, cost control, risks, mitigation measures, and forecast completion dates. The Contractor shall submit Monthly progress brief reports indicating month and updated date - by no later than one (1) week after the last day of each month including S-curves showing the work progress. Any revision of the project implementation schedule shall not be delivered later than seven (7) days after such revision. The minimum information shall be:
- a. Engineering activities
  - b. Component and material purchase and receipt status
  - c. Construction activities
  - d. HSE
  - e. Trainings executed
  - f. Incidents and Accidents
  - g. Personal on site

- h. Number of staff
  - i. Number of local staff
  - j. 4-week look ahead schedule
  - k. Recommendations for improvement
  - l. Project graphs
  - m. Layout drawings which shall show the work status
  - n. S-curves which shall show on a monthly base the status of the works (planned and actual as well as cumulated) for the project
- 6.7.6.6 The Contractor shall conduct a daily toolbox (safety) meeting prior to the commencement of each work shift for all personnel involved in site activities. The Contractor shall maintain records of toolbox meetings and make them available to the Employer or its representatives upon request.

### **6.7.7 Technical documents and information**

- 6.7.7.1 All documents shall be in English language and SI system of units.
- 6.7.7.2 All documents and permits required for site construction shall be submitted prior to site construction.
- 6.7.7.3 Documentation to be submitted during Site Construction
- i. It is to be noted that for all major works not only in the site, but also for those works, which are located within CPSTL areas or related to facilities of such entities a method statement for the proposed works is to be included in the permit to work application along with the approved design review documentation at and specifics of the construction works and any associated risk evaluation for the relevant owner.
  - ii. The Contractor shall submit to the Employer drawings, diagrams, graphs, curves, calculations, schedules for information, review as described in the Contract. The quality of all documents submitted shall conform to acceptable international practice.
  - iii. The Contractor shall provide the calibration certificates of all calibrated equipment as requested by the Employer.

#### **6.7.7.4 Final Documentation**

The Contractor shall deliver to the Employer the final documentation package, both in digital copy in 500GB SSD portable Hard disk and three hard copies (3x). The final documentation shall comprise at least the following:

- i. The above-mentioned documents
- ii. All As-built drawings, ISO metric drawings (soft copies in editable AutoCAD .dwg format)
- iii. Subsea and underground survey drawings
- iv. XYZ mapping and GPS survey along the pipelines
- v. Site safety procedures
- vi. HSE procedure and plan

- vii. Initial pipelines thickness survey report
- viii. Equipment, Component's data sheets
- ix. Installation and Operation & Maintenance manuals from component manufacturers
- x. Studies and tests (Borehole test, geological/ geotechnical analysis, calculations)
- xi. Mechanical completion documents including but not limited to:
  - a. Data sheets and manuals of all components and equipment
  - b. Calibration protocols
- xii. Warranties of component manufacturer/suppliers
  - a. Valves
  - b. Marine Loading arms
  - c. Pig receivers/launchers
- xiii. Commissioning procedure or protocols

#### **6.7.8 Documents to be submitted to the Bidder**

- i. The design report of existing channel crossing foundation and structure near Nagalagam Street.
- ii. DTB drawings

**PART III - CONDITIONS OF CONTRACT  
AND CONTRACT FORMS**

DUPLICATE

**Section 7 - General Conditions of Contract  
(GCC)**

## General Conditions of Contract (GCC)

The Conditions of Contract applicable to this Contract shall be the FIDIC Conditions of Contract for EPC / Turnkey Projects, First Edition 2017 Published by the Federation Internationale Des Ingenieurs Conseils (FIDIC) comprising General Conditions of Contract (GCC) as published by FIDIC and Particular Conditions of Contract (PCC) as given in this document.

Silver Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for EPC/Turnkey Projects (“Silver book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC), together with the Particular Conditions, which include the Employer’s Conditions of Particular Application (COPA) and all amendments, additions, and modifications to the General Conditions as specified in this Contract.

An original copy of the above FIDIC publication i.e. “Conditions of Contract for EPC/Turnkey Projects” must be obtained from FIDIC.

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**Section 8 - Special Conditions of Contract  
(SCC)**

**Special Conditions of Contract (SCC)**

The following Particular Conditions shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

**Part A - Contract Data**

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.17	Not Applicable
Defects Notification Period (DNP)	1.1.24	<i>365 Calendar days</i>
The Employer's Representative	1.1.30	Deputy General Manager (Engineering and Support Services)
Site	1.1.67	Country - Sri Lanka Province - Western District - Colombo  Devoted corridor for laying pipelines between Dolphin Tanker Berth (DTB) at Colombo Harbour & Kolonnawa Installation including subsea pipeline segments at Colombo Harbour.  Terminal modifications at Kolonnawa Installation and additional facilities at Dolphin Tanker Berth (DTB) at Colombo Harbour
Time for Completion	1.1.76	<i>540 Calendar days</i>
Milestones	1.1.85	<i>If Milestones are to be used in accordance with Sub-Clause 4.26, refer to Table:</i>  <i>Summary of Milestones below</i>  .....  .....  .....  .....
Electronic transmission system	1.3 (a)(ii)	Not Applicable

Conditions	Sub-Clause	Data
Address of Employer for communications	1.3 (d)	Name: Chairman Address: Ceylon Petroleum Storage Terminals Limited Oil Installation Kolonnawa Wellampitiya Sri Lanka.
Address of Employer's Representative for communications	1.3 (d)	Name: Deputy General Manager (Engineering and Support Services) Address: Ceylon Petroleum Storage Terminals Limited Oil Installation Kolonnawa Wellampitiya Sri Lanka
Address of Contractor for communications	1.3 (d)	..... ..... ..... .....
Governing Law	1.4	The Law that applies to the Contract is the Law of The Democratic Socialist Republic of Sri Lanka
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	28 days after receipt of letter of acceptance
Number of additional paper copies of Contractor's Documents	1.8	Two
Total liability of the Contractor to the Employer under or in connection with the Contract	1.14	The total liability of the Contractor to the Employer under or in connection with the Contract shall not exceed 110% of the Accepted Contract Amount, except for the exclusions stated in Sub-Clause 1.14 of the Conditions of Contract.

Conditions	Sub-Clause	Data
Time for access to the Site	2.1	No later than the Commencement Date
Performance Security	4.2	<p>The performance security will be in the form of a Performance Security in the amount(s) of 5% in the currencies and proportions in which the Accepted Contract Amount is payable.</p> <p>Performance Security acceptable to the Employer given in the Form for Performance Security given in the procurement document shall be a Guarantee obtained from;</p> <ul style="list-style-type: none"> <li>• a commercial bank operating in Sri Lanka with a valid licence issued by the monetary board of Sri Lanka,</li> <li>• a bank based in another country but the guarantee “backed and confirmed” by a bank in Sri Lanka with a valid licence issued by the monetary board of Sri Lanka. (Local bank and the bank based in another country shall jointly bear the responsibility in case of encashment of the security)</li> </ul> <p>The Performance Security shall be valid until 28 days beyond the expected completion date of Defects Notification Period (DNP).</p>
Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price)	4.4(a)	40%
Parts of the Works for which subcontracting is not permitted	4.4(b)	<p>Except as stated below, subcontracting of parts of the Works shall be permitted in accordance with Sub-Clause 4.4 of the Conditions of Contract.</p> <p><b>Without limiting the Contractor’s obligations under Sub-Clause 4.4 [Subcontractors] of the Conditions of Contract, the Contractor shall not subcontract the following parts of the Works:</b></p> <ul style="list-style-type: none"> <li>a. Overall EPCC responsibility for the Works, including total system integration and interface management;</li> <li>b. Overall engineering design responsibility, including pipeline routing, hydraulic analysis, stress analysis, and integrity management</li> </ul>

Conditions	Sub-Clause	Data
		<p>philosophy for the complete pipeline system;</p> <p>c. Overall project management, construction management, and Health, Safety, Security and Environmental (HSSE) management of the Works;</p> <p>d. Pre-commissioning, commissioning, pigging, performance testing, certification, and final handover of the complete pipeline system.</p> <p>Subcontracting shall be permitted only for the off-shore (subsea) pipeline installation works, subject to the prior consent of the Employer and full compliance with the Conditions of Contract. Notwithstanding any approval granted, the Contractor shall remain fully responsible for the acts, defaults, and omissions of any Subcontractor.</p>
<p>Subcontractors for which the Contractor shall give Notice before:</p> <p>(i) intended appointment</p> <p>(ii) intended commencement of work and</p> <p>(iii) intended commencement of work on Site</p>	<p>4.4</p>	<p>The Contractor shall give Notice to the Employer in advance for the following subcontractors and activities:</p> <p>(i) <b>Intended appointment of any subcontractor</b> for specialised or safety-critical parts of the Works, including but not limited to off-shore (subsea) pipeline installation works.</p> <p>(ii) <b>Intended commencement of work</b> by such subcontractor</p> <p>(iii) <b>Intended commencement of work on Site</b> by such subcontractor</p> <p><b>Minimum Notice Period:</b></p> <p>The Notice shall be given not less than twenty-one (21) days prior to each intended event.</p> <p><b>Supporting Information:</b></p> <p>Each Notice shall be accompanied by details of the proposed subcontractor's:</p> <ul style="list-style-type: none"> <li>• scope of work,</li> <li>• relevant experience,</li> <li>• key personnel,</li> <li>• quality assurance and HSSE arrangements.</li> </ul> <p><b>Employer's Approval:</b></p>

Conditions	Sub-Clause	Data
		<p>Commencement of subcontracted works shall be subject to prior written approval of the Employer.</p> <p><b>Responsibility:</b> Approval or failure to object by the Employer shall not relieve the Contractor of any obligation, duty, or liability under the Contract, and the Contractor shall remain fully responsible for the acts, omissions, and performance of all subcontractors.</p>
Period of payment for temporary utilities	4.19	<p>Not Applicable</p> <p>CPSTL shall not provide any temporary or permanent utilities including electricity, water, gas, compressed air, fuel, or telecommunications for execution of the Works.</p> <p>The Contractor shall be solely responsible for the provision, operation, maintenance, and cost of all utilities required for the performance of the Contract for the entire duration of the Works, including testing, pre-commissioning, commissioning, and Defects Notification Period, where applicable.</p>
Number of additional paper copies of progress reports	4.20	<p>Two (02) copies</p> <p><b>Electronic submission:</b> In addition to the above paper copies, the Contractor shall submit one (01) electronic copy of each progress report in searchable PDF format, via email or other electronic means as directed by the Employer's Representative.</p>
Normal working hours	6.5	<p><b>Normal working hours within CPSTL premises shall be as follows:</b></p> <ul style="list-style-type: none"> <li>i. Normal working hours within CPSTL premises shall be from 0730 hours to 1630 hours on weekdays (Monday to Friday), unless otherwise stated in the Contract or approved in writing by the Employer's Representative.</li> <li>ii. Existing CPSTL facilities, pipelines, pump houses, terminals, and associated operations shall remain operational throughout the Contract Period. The Contractor shall plan, sequence, and execute the Works in full</li> </ul>

Conditions	Sub-Clause	Data
		<p>coordination with ongoing CPSTL operations and shall ensure that no disruption, safety risk, or operational constraint is imposed on petroleum product handling, storage, transfer, or distribution activities.</p> <p>iii. Subject to the Contractor’s approved Work Programme, construction activities within CPSTL premises may be permitted outside normal working hours, including extended hours on weekdays and work on Saturdays, provided that:</p> <ul style="list-style-type: none"> <li>• prior written approval is obtained from the Employer’s Representative;</li> <li>• such activities are carried out in accordance with approved Method Statements, HSSE plans, permit-to-work systems, and operational coordination procedures; and</li> <li>• such activities do not interfere with CPSTL operations, safety systems, or emergency readiness.</li> </ul> <p>iv. Working on Sundays, Statutory Holidays, or after 1800 hours on weekdays within CPSTL premises shall generally not be permitted, unless such works are:</p> <ol style="list-style-type: none"> <li>a) required for safety, integrity, testing, pre-commissioning, commissioning, or emergency purposes;</li> <li>b) technically necessary to be carried out outside normal operating hours; or</li> <li>c) required to comply with conditions imposed by statutory authorities, port authorities, marine authorities, or traffic management agencies; and in all cases, only with prior written approval of the Employer’s Representative.</li> </ol> <p>v. Works outside CPSTL premises, including along pipeline corridors, public roads, marine or offshore areas, and land under the jurisdiction of external authorities, shall be carried out strictly in accordance with:</p> <ul style="list-style-type: none"> <li>• permits, approvals, and time restrictions issued by the relevant authorities; and</li> </ul>

Conditions	Sub-Clause	Data
		<ul style="list-style-type: none"> <li>• the approved HSSE plans, environmental controls, and traffic or marine management plans.</li> </ul> <p>vi. The Contractor shall obtain all necessary permits, approvals, and clearances for extended, restricted, or special working hours and shall comply with all applicable labour laws, safety regulations, statutory requirements, and CPSTL operational rules.</p> <p>vii. Any restrictions on access, working hours, sequencing of activities, or temporary suspension of works arising from ongoing CPSTL operations, safety requirements, permit-to-work conditions, statutory authority requirements, or coordination constraints shall be deemed to have been fully allowed for in the Contract Price and the Time for Completion and shall not entitle the Contractor to any extension of time or additional payment, unless otherwise expressly instructed in writing by the Employer.</p>
Programme	8.3	<p><b>Additional Requirement</b></p> <p>The Contractor’s Programme shall clearly identify all tie-in works, interfaces with existing facilities, shutdown windows, permit-dependent activities, and works proposed to be carried out outside normal operating hours, and shall be subject to review and approval by the Employer’s Representative.</p>
Number of additional paper copies of programme	8.3	<p>Two (02) copies</p> <p><b>Electronic submission requirement:</b></p> <p>In addition to the above, the Contractor shall submit one (01) electronic copy of the Programme in Primavera P6 native format (.xer or .xml) and one (01) electronic copy in PDF format.</p> <p>The Programme shall be a fully logic-linked, resource- and cost-loaded programme and shall include, as a minimum:</p> <ol style="list-style-type: none"> <li>a) detailed activity breakdown covering engineering, procurement, construction, testing, pre-commissioning, and commissioning;</li> <li>b) clearly identified Critical Path and associated</li> </ol>

Conditions	Sub-Clause	Data
		<p>critical activities;</p> <ul style="list-style-type: none"> <li>c) labour histograms by trade and discipline;</li> <li>d) cash flow forecasts and cost curves aligned with the Contract Price and payment milestones;</li> <li>e) interface milestones with statutory authorities, existing operating facilities, and third parties;</li> <li>f) key submissions, approvals, and procurement lead times;</li> <li>g) clearly identified tie-in works, shutdown windows, and permit-dependent activities, including activities restricted to non-operating hours in accordance with Clause 6.5; and</li> <li>h) consistency with approved method statements, HSSE plans, and operational constraints of the existing facilities.</li> </ul> <p>The Programme submitted and approved by the Employer's Representative shall constitute the Baseline Programme. Any revisions shall be clearly identified, justified, and resubmitted in the same formats.</p> <p>The Programme shall be updated and resubmitted in the same formats at intervals specified in Sub-Clause 4.20 (Progress Reports) or as otherwise directed by the Employer's Representative.</p>
Early Notification of Potential Delay	8.4A	<p>If the Contractor becomes aware of any matter which may adversely affect the Time for Completion, achievement of Milestones, or the Critical Path, the Contractor shall notify the Employer within seven (7) days of becoming aware of such matter, together with details of the potential impact and proposed mitigation measures.</p> <p>Such notification shall be for information and mitigation purposes only and shall not of itself constitute a Notice of Claim, nor shall it relieve the Contractor of its obligations under Sub-Clause 20 (Contractor's Claims).</p>
Delay Damages payable for each day of delay	8.8	<p>0.01% of the Accepted Contract Amount per day, less provisional sum (if any).</p> <p>This amount shall also be applied for the purposes of Sub-Clause 8.8 and, where applicable, for</p>

Conditions	Sub-Clause	Data
		determination by the Dispute Avoidance / Adjudication Board (DAAB).
Maximum amount of Delay Damages	8.8	10% of the Accepted Contract Amount, less provisional sum.  This amount shall also be applied for the purposes of Sub-Clause 8.8 and, where applicable, for determination by the Dispute Avoidance / Adjudication Board (DAAB).
Provisional Sums	13.4	<b>Not allowed</b>  The Contractor shall include all costs necessary to complete the Works in the Lump Sum Contract Price. No Provisional Sums shall be included, and no additional payment will be made for any Provisional Sum.
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4(b)(ii)	Not applicable, as Provisional Sums are not included in this Contract.
Adjustments for Changes in Legislation	13.6	Add following;  Notwithstanding the provisions of Sub-Clause 13.6 [Adjustments for Changes in Legislation], no adjustment to the Contract Price or the Time for Completion shall be made in respect of any change in taxes, duties, levies, fees, or charges, except for changes in the rate or applicability of Value Added Tax (VAT) and Social Security Contribution Levy (SSCL) occurring after the Bid Closing Date.  All other taxes and charges, whether increased, newly introduced, or reinterpreted after the Bid Closing Date, shall be borne entirely by the Contractor and shall be deemed to have been included in the Contract Price.
The Contract Price	14.1 (b)	Add following;  The Contract Price shall be deemed to include all taxes, duties, levies, fees, and charges of any kind imposed under the laws of Sri Lanka or elsewhere in connection with the execution and completion of the Works, except for Value Added Tax (VAT) payable in Sri Lanka.

Conditions	Sub-Clause	Data
		<p>VAT shall be payable in accordance with the applicable laws of Sri Lanka and shall be paid at actuals, subject to submission of valid tax invoices and statutory documentation.</p> <p>With Holding Tax (WHT)</p> <p>Withholding Tax (WHT) will be deducted at the applicable rate and remitted to the Inland Revenue Department of Sri Lanka in accordance with the provisions of the Inland Revenue (Amendment) Act No. 16 of 2024 of Sri Lanka.</p> <p>Entities from countries that have entered into a Double Taxation Avoidance Agreement (DTAA) with the Government of Sri Lanka are entitled to claim the WHT deducted as a credit against their final corporate tax liability.</p> <p>No other tax or charge shall be payable by the Employer, and no additional payment shall be made in respect thereof.</p>
Total Advance Payment	14.2	<p>20% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable.</p> <p>The Advance Payment Guarantee shall be unconditional, irrevocable, payable on first demand, and issued in the form attached to the Procurement Documents.</p> <p>The advance payment securities issued by the following agencies are acceptable;</p> <ul style="list-style-type: none"> <li>• a commercial bank operating in Sri Lanka with a valid licence issued by the monetary board of Sri Lanka,</li> <li>• a bank based in another country but the guarantee “backed and confirmed” by a bank in Sri Lanka with a valid licence issued by the monetary board of Sri Lanka. (Local bank and the bank based in another country shall jointly bear the responsibility in case of encashment of the security)</li> </ul>

Conditions	Sub-Clause	Data
		<p><b>Number and timing of instalment for Advance Payment:</b></p> <p><u>Stage I:</u></p> <p>The first ten percent (10%) of the Initial Contract Price shall be paid within fourteen (14) days from the date of receipt by the Employer of:</p> <ul style="list-style-type: none"> <li>a) the Performance Security in accordance with Sub-Clause 4.2;</li> <li>b) the Advance Payment Guarantee in accordance with Sub-Clause 14.2; and</li> <li>c) valid insurance policies effected in accordance with Clause 19 (Insurances), in form and substance acceptable to the Employer.</li> </ul> <p><u>Stage II-</u></p> <p>The balance ten percent (10%) of the Initial Contract Price shall be paid upon successful mobilization at Site, as verified by the Employer's Representative, and upon receipt of the Mobilization Advance Payment Guarantee, confirmation of continuation of all required insurances under Clause 19, and compliance with the approved Programme.</p>
Period of payment of Advance Payment to the Contractor	14.2.2	35 days
Repayment of Advance Payment	14.2.3	<ul style="list-style-type: none"> <li>a) exceeds 10% of the portion of the Accepted Contract Amount payable in that currency less Provisional Sums</li> <li>b) deductions shall be made at the amortisation rate of 25%</li> </ul>
Period of payment	14.3	<p><b>Milestone Payments</b></p> <ul style="list-style-type: none"> <li>▪ Payments shall be made within 35 days of receipt of a properly completed Application for Payment.</li> <li>▪ Applications for Payment shall include: <ul style="list-style-type: none"> <li>• Progress reports in the format required by the Employer</li> <li>• Relevant milestone completion certificates</li> <li>• Detailed cost breakdown of work performed (as per Bid submissions: unpriced for</li> </ul> </li> </ul>

Conditions	Sub-Clause	Data
		<p>Technical Bid, priced for Price Bid)</p> <ul style="list-style-type: none"> <li>▪ Milestone Payment Schedule: <ul style="list-style-type: none"> <li>• The Contractor shall submit, as part of its Bid, a detailed milestone payment schedule showing proposed stages of work completion for interim payment purposes.</li> <li>• Milestones shall reflect the Contractor’s planned work sequence and methodology.</li> <li>• The Employer reserves the right to review and approve the proposed Milestone Payment Schedule prior to contract award.</li> <li>• Milestone payments are interim payments only; the Lump Sum price remains fixed and is not adjusted according to milestone payments.</li> <li>• The value of any single milestone shall not exceed ten percent (10%) of the Accepted Contract Amount.</li> <li>• The Contractor shall be entitled to submit only one (01) Application for Payment in any calendar month.</li> <li>• Each milestone shall be indivisible and shall be claimed in full only upon achievement of the complete milestone. Partial, split, staged, or proportionate certification of a milestone shall not be permitted.</li> <li>• Any milestone having a value exceeding ten percent (10%) of the Accepted Contract Amount shall be deemed non-compliant and shall not be eligible for payment until the milestone structure is revised and approved by the Employer.</li> <li>• No aggregation, restructuring, or sequencing of milestones shall be used to circumvent the above limitations.</li> </ul> </li> <li>▪ Typical examples of milestones (for reference only, bidder to propose actual schedule): <ul style="list-style-type: none"> <li>• X% upon completion of overall engineering.</li> <li>• Y% upon completion of major civil works.</li> <li>• Z% upon completion of Procurement of Line pipes</li> <li>• etc.</li> <li>• Remaining % upon Taking-Over of all Works, including testing, pre-commissioning, and commissioning.</li> </ul> </li> <li>▪ Retention / Deductions: As per Clause 14.3 and</li> </ul>

Conditions	Sub-Clause	Data
		<p>other relevant Contract Data.</p> <ul style="list-style-type: none"> <li>▪ The Employer shall approve submitted milestone schedule before issuance of first interim payment.</li> <li>▪ Lump Sum price remains fixed; milestone payments are for progress payment purposes only.</li> <li>▪ Notwithstanding the above milestone payment provisions, the Employer's share of fees and expenses of the Dispute Avoidance/Adjudication Board (DAAB), payable in accordance with Clause 21, shall be reimbursed separately, shall not be linked to milestone achievement, and shall be payable upon submission of DAAB invoices together with satisfactory evidence of payment by the Contractor, as part of an Application for Payment.</li> </ul>
Number of additional paper copies of Statements	14.3(b)	<p>Two (02) copies</p> <p><b>Electronic submission requirement:</b></p> <p>In addition to the above, the Contractor shall submit one (01) electronic copy of each Monthly Statement / Application for Payment in editable Excel format, containing all relevant breakdowns, calculations, and summaries required for verification by the Employer.</p> <p><b>Precedence:</b> The hard copies shall prevail in case of any discrepancy between paper and electronic versions.</p>
Percentage of retention	14.3(iii)	10%
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5%
Plant and Materials	14.5(b)(i)	<b>Deleted:</b> Sub-Clause 14.5(b) is not applicable to this contract.
	14.5(c)(i)	<b>Deleted:</b> Sub-Clause 14.5(c) is not applicable to this contract.
Minimum amount of interim payment	14.6.2	Payments shall be made according to the approved Milestone Payment Schedule submitted by the Contractor and agreed by the Employer.

Conditions	Sub-Clause	Data
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	14.7(b)(i)	35 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment]	14.7(b)(ii)	56 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days
Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	<p><b>For payments in Sri Lankan Rupees (LKR):</b></p> <p>The financing charge for any delayed payment shall be 1% per annum over the lending rate (AWPLR) of the Central Bank of Sri Lanka to commercial banks, calculated on the amount overdue for the period from the due date until the date of actual payment.</p> <p><b>For payments in foreign currencies (USD):</b></p> <p>The financing charge for any delayed payment shall be 1% per annum over the Secured Overnight Financing Rate (SOFR) for deposits in the relevant currency for the period from the due date until the date of actual payment.</p> <p><b>Calculation and application:</b></p> <p>The financing charge shall accrue daily on the overdue amount and shall be payable together with the delayed payment.</p>
Release of Retention Money	14.9	<p>The first paragraph of Sub-Clause 14.9 is deleted and replaced with the following:</p> <p>“Notwithstanding the issuance of the Taking-Over Certificate for the Works or for any Section, the first half of the Retention Money shall not be included in a Statement until the expiry of six (6) months from the commencement date of the Defects</p>

Conditions	Sub-Clause	Data				
		<p>Notification Period for the Works or the relevant Section (as applicable).</p> <p>Upon expiry of such six (6) month period, the Contractor shall include the first half of the Retention Money (or the relevant percentage for a Section) in a Statement.”</p> <p>All other provisions of Sub-Clause 14.9 shall remain unchanged and shall apply in full force and effect.</p>				
Number of additional paper copies of draft Final Statement	14.11.1(b)	Two (02) copies				
Currencies of Payment	14.15	<p><b>Payments for Foreign Contractors:</b></p> <p>Payments shall be made in the United States Dollard (USD), with USD component paid in USD and LKR component paid in LKR.</p> <p><b>Payments for Domestic Contractors:</b></p> <p>In accordance with Chapter 422, Section 4(1) of the Monetary Law Act, local contractors are not allowed to receive payments in foreign currencies. Therefore:</p> <ul style="list-style-type: none"> <li>The USD component shall be converted into LKR and paid in LKR.</li> </ul> <p>Hence, the payments will be made by converting the USD component into LKR using the “Indicative Exchange Rate” published by Central Bank of Sri Lanka at the date of invoice and LKR component in LKR. In case Indicative Exchange Rate is not published, same of immediate previously available date will be applicable.</p> <ul style="list-style-type: none"> <li>The LKR component shall be paid in LKR.</li> </ul>				
Proportions or amounts of Local and Foreign Currencies	14.15(a)(i)	<p>The Accepted Contract Amount and all payments under the Contract shall be made in the following currencies and proportions:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Currency</th> <th style="text-align: center;">Proportion of Accepted Contract Amount</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>	Currency	Proportion of Accepted Contract Amount		
Currency	Proportion of Accepted Contract Amount					

Conditions	Sub-Clause	Data	
		Sri Lankan Rupees (LKR)	40%
		United States Dollar (USD)	60%
Currencies and proportions for payment of Delay Damages	14.15(c)	Proportions stated in Sub-Clause 14.15(a)(i)	
Rates of exchange	14.15(g)	<p>United States Dollar (USD) shall be converted into LKR using the Indicative Exchange Rate published by the Central Bank of Sri Lanka on the date of the invoice.</p> <p>In case Indicative Exchange Rate is not published, same of immediate previously available date will be applicable.</p>	
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	<p>i. The following Forces of Nature shall be deemed the Contractor's risk for all portions of the Works:</p> <ul style="list-style-type: none"> <li>• Floods, landslides, earthquakes, cyclones, and other natural events directly affecting execution of the Works;</li> <li>• Adverse weather conditions exceeding historical local data for the past 50 years at the project site;</li> <li>• Ice, floating debris, or other hazards that may impact transport of materials, equipment, or modules by sea to the project site (if applicable).</li> </ul> <p>ii. The Contractor shall assume full responsibility, cost, and risk for these events, including any delays, damages, or additional measures necessary to safely execute the Works. The Contractor shall plan, design, and execute all Works with adequate contingencies for the above conditions.</p> <p>iii. The Contractor shall not be entitled to extensions of time or additional payment for consequences arising from the above Forces of Nature, except where such events qualify as Exceptional Events under Clause 18 of the Conditions of Contract.</p> <p>iv. The Contractor shall comply with all</p>	

Conditions	Sub-Clause	Data
		<p>applicable design codes, HSE standards, and environmental regulations to mitigate risks associated with Forces of Nature.</p> <p>v. Harbour, Port, and Marine Transport Restrictions</p> <p>All restrictions, limitations, working windows, navigational constraints, vessel movement controls, security requirements, and operational conditions imposed by port authorities or transport agencies for delivery of materials or equipment shall be deemed included in the Accepted Contract Amount. No additional payment or Extension of Time shall be granted due to such restrictions, except where expressly stated otherwise in the Contract.</p>
Permitted deductible limits	19.1	<p>The Contractor shall ensure that no insurance deductible shall be recoverable from the Employer under any circumstances.</p> <p><b><u>insurance required for the Works:</u></b></p> <p><b>Permitted deductible:</b> Not exceeding 1% of the Accepted Contract Amount per occurrence.</p> <p><b>Coverage:</b> All risks insurance for the full replacement value of the Works, including offshore and subsea pipeline segments, from Commencement Date until issuance of the Taking-Over Certificate.</p> <p><b><u>insurance required for Goods:</u></b></p> <p><b>Permitted deductible:</b> Not exceeding 1% of the insured value of the Goods per occurrence.</p> <p><b>Coverage:</b> Loss or damage to Plant, Materials, and Goods during manufacture, transportation, storage, marine transit, and delivery to Site, including marine transportation.</p> <p><b><u>insurance required for liability for breach of professional duty:</u></b></p> <p><b>Permitted deductible:</b></p>

Conditions	Sub-Clause	Data
		<p>Not exceeding USD 100,000 per claim.</p> <p><b>Coverage:</b> Professional indemnity insurance covering design, engineering, and technical services carried out under the Contract, maintained until expiry of the Defects Notification Period.</p> <p><b><u>insurance required against liability for fitness for purpose (if any is required):</u></b></p> <p><b>Permitted deductible:</b> Not exceeding USD 100,000 per claim.</p> <p><b>Coverage:</b> Liability arising from failure of the Works to achieve the Contractual fitness-for-purpose requirements.</p> <p><b><u>insurance required for injury to persons and damage to property:</u></b></p> <p><b>Permitted deductible:</b> Not exceeding LKR 1,000,000 per occurrence.</p> <p><b>Coverage:</b> Third-party liability insurance for personal injury, death, and damage to property arising out of or in connection with the execution of the Works, including damage to CPSTL facilities, structures, utilities, and public property.</p> <p><b><u>insurance required for injury to employees:</u></b></p> <p><b>Permitted deductible:</b> As permitted under applicable Sri Lankan labour laws.</p> <p><b>Coverage:</b> Employer's liability and workmen's compensation insurance in accordance with the laws of Sri Lanka.</p> <p><b><u>other insurances required by Laws and by local practice:</u></b></p> <p>1. <b>Environmental Liability Insurance</b> covering pollution, oil spills, and environmental damage</p>

Conditions	Sub-Clause	Data
		<p>arising from project activities.</p> <p>2. <b>Any additional insurance</b> required under the laws and regulations of Sri Lanka, and other applicable authorities.</p>
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2(1)(b)	Twenty percent (20%) of the replacement value of the Works.
List of Exceptional Risks which shall not be excluded from the insurance cover for the Works	19.2(1)(iv)	<p>The following Exceptional Risks shall be included in all insurances for the Works and shall not be excluded:</p> <p>a) Storms, cyclones, floods, landslides, and other extreme weather events;</p> <p>b) Earthquakes, subsidence, and soil instability affecting foundations or structures;</p> <p>c) Fire, explosion, lightning, and accidental damage to the Works or Contractor's equipment;</p> <p>d) Collision, impact, or damage involving vehicles, construction equipment, or transport vehicles delivering materials or modules to the site;</p> <p>e) Loss or damage arising from construction, erection, testing, and commissioning activities at the project site, including handling and installation of mechanical, electrical, and automation equipment.</p>
Extent of insurance required for Goods	19.2.2	<p><b>Extent:</b> Insurance shall cover the Goods from the place of manufacture, through transportation (including marine transit), unloading at port, storage, inland transportation, handling, and until incorporation into the Works, including offshore and subsea pipeline segments.</p> <p><b>Amount:</b> Not less than one hundred and ten percent (110%) of the CIF value of the Goods, per shipment and in aggregate, including all duties, taxes, freight, handling, and incidental costs.</p>
Amount of insurance required for Goods		
Amount of insurance required for liability for breach of professional duty	19.2.3(a)	Not less than twenty percent (20%) of the Accepted Contract Amount, per claim and in the aggregate, covering all design, engineering, and professional

Conditions	Sub-Clause	Data
		services performed under the Contract, including offshore and subsea pipeline works.
Insurance required against liability for fitness for purpose	19.2.3(b)	Yes
Period of insurance required for liability for breach of professional duty	19.2.3	From the Commencement Date until the expiry of the Defects Notification Period.
Amount of insurance required for injury to persons and damage to property	19.2.4	Not less than LKR 500 Million per occurrence, with an unlimited number of occurrences, for bodily injury (including death) to third parties and damage to property (excluding the Works).
Other insurances required by Laws and by local practice (give details)	19.2.6	<p>Other insurances required by Laws and by local practice:</p> <ul style="list-style-type: none"> <li>a) Workmen's Compensation Insurance / Employer's Liability Insurance, in accordance with the Workmen's Compensation Ordinance (Chapter 153 of the Legislative Enactments of Sri Lanka) / Workmen Compensation Act, covering all employees of the Contractor and Subcontractors engaged in the execution of the Works.</li> <li>b) Motor Vehicle Third Party Insurance, as required under the Motor Traffic Act (Chapter 203), for all vehicles, plant, and equipment used in connection with the Works on public roads and public areas.</li> <li>c) Marine Insurance, including Hull and Machinery and Protection and Indemnity (P&amp;I) insurance, where applicable.</li> <li>d) Environmental Liability / Pollution Insurance, covering accidental pollution, contamination, and clean-up costs arising from petroleum products, fuels, oils, or hazardous substances in connection with the Works, where such insurance is available in the insurance market.</li> <li>e) Any other insurance required by applicable Laws, regulations, or statutory authorities in Sri Lanka, relevant to the performance of the Works.</li> </ul>

Conditions	Sub-Clause	Data
		All such insurances shall be maintained for the periods required under the applicable Laws and shall be in amounts sufficient to fully cover the Contractor's liabilities arising thereunder.
Time for appointment of DAAB member(s)	21.1	42 days after signature by both parties of the Contract Agreement
The DAAB shall be comprised of	21.1	<p>The DAAB shall be comprised of three (03) members.</p> <p>The DAAB shall be a standing DAAB.</p> <p>DAAB meetings and hearings shall, to the maximum extent practicable, be conducted virtually, unless a physical meeting is jointly agreed by the Parties.</p>
<p>List of proposed members of DAAB</p> <ul style="list-style-type: none"> <li>- proposed by Employer</li> <li>- proposed by Contractor</li> </ul>	21.1	<p>CIDA-based approach (local authority)</p> <p><b>List of proposed members of DAAB</b></p> <ul style="list-style-type: none"> <li>• The DAAB shall be comprised of three (03) members:                             <ol style="list-style-type: none"> <li>1. One (01) member proposed by the Employer.</li> <li>2. One (01) member proposed by the Contractor.</li> <li>3. One (01) member to be agreed by both Parties.</li> </ol> </li> <li>• If either Party fails to nominate a member or the Parties fail to agree on the third member or on any replacement member, then upon the request of either Party, the <b>Construction Industry Development Authority (CIDA)</b> shall appoint the relevant member(s).</li> <li>• All appointed members shall be qualified, independent, and acceptable to both Parties.</li> </ul>
Appointment (if not agreed) to be made by	21.2	If either Party fails to nominate a member to the DAAB, or the Parties fail to agree upon the third member, or the Parties fail to agree on the appointment of a replacement person to the DAAB, then, upon the request of either or both Parties, the Construction Industry Development Authority (CIDA) shall appoint the relevant member to the DAAB.

Conditions	Sub-Clause	Data
		The appointed authority shall have the discretion to select a qualified and independent engineer acceptable to both Parties.
Rules of arbitration:	21.6 (a)	<p>Sub-Clause 21.6(a) of PART B – Special Provisions shall apply.</p> <ul style="list-style-type: none"> <li>• Arbitration shall be conducted in accordance with the Arbitration Act No. 11 of 1995 of Sri Lanka.</li> <li>• All proceedings and hearings by the Arbitrator/Arbitrators shall be held in Colombo, Sri Lanka.</li> <li>• The language to be used in all arbitration proceedings shall be English.</li> </ul>
	21.6 (b)	Sub-Clause 21.6(b) of PART B – Special Provisions <b>shall not apply</b> .
Place of arbitration	21.6 (a)	<p>The place of arbitration shall be Colombo, Sri Lanka.</p> <p>All proceedings shall be conducted in English.</p> <p>The venue shall remain the same even if hearings are held virtually or at other locations for convenience, unless mutually agreed by both parties.</p> <p>Arbitration meetings and hearings shall, to the maximum extent practicable, be conducted virtually, unless a physical meeting is jointly agreed by the Parties.</p>

## Special Conditions of Contract (SCC)

### Part B - Special Provisions

Sub-Clause 1.1.42 <b>Key Personnel</b>	On the third line, “Specification” is replaced with “Employer’s Requirements”.
Sub-Clause 1.1.43 <b>Laws</b>	“ <b>Laws</b> ” means all laws of Sri Lanka, including Acts of Parliament, statutes, ordinances, rules, regulations, by-laws, Gazette Notifications, directives, and requirements of any legally constituted public or statutory authority, including Provincial Councils and Local Authorities, which are applicable to the execution of the Works.
Sub-Clause 1.1.67 <b>Site</b>	“ <b>Site</b> ” means the places where the Permanent Works are to be executed, including any storage and working areas, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.
Sub-Clause 1.1.69 <b>Statement</b>	On the second line after “Payment under”, the following is added: “Sub-Clause 14.2.1 [Advance Payment Guarantee] (if applicable)”.
Sub-Clause 1.1.74 <b>Tests after Completion</b>	On the second line, “Specification” is replaced with “Employer’s Requirements”.
Sub-Clause 1.1.78 <b>Variation</b>	On the first line, “any change to the Works” is replaced with “any change to the Employer’s Requirements or the Works”.
<b>Sub-Clauses 1.1.81 and 1.1.82 are added after Sub-Clause 1.1.80</b>	
Sub-Clause 1.1.81 <b>Milestone</b>	“1.1.81 ‘Milestone’ means a clearly identifiable and measurable part of the Works, if any, stated in the Contract Data and described in detail in the Employer’s Requirements, which the Contractor is required to complete by the corresponding Milestone Completion Date specified in Sub-Clause 14.3 – [Period of payment - Milestone Payments]”
Sub-Clause 1.1.82 <b>Milestone Certificate</b>	“1.1.82 ‘Milestone Certificate’ means the certificate issued by the Employer’s Representative certifying completion of a Milestone for the purpose of payment under Sub-Clause 14.3 [Period of Payment – Milestone Payments].”
Sub-Clause 1.2 <b>Interpretation</b>	<b>Sub-Clause 1.2(a) is replaced with the following:</b> “(a) Words indicating one gender include all genders.

	<p>The expressions ‘he/she’, ‘him/her’, ‘his’, ‘his/her’, and ‘himself/herself’ wherever appearing in the Contract shall be read and construed as ‘it’, ‘its’, and ‘itself’, as applicable.</p> <p>Further, the word ‘and’ is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).”</p> <p><b>The following sub-paragraph (k) is added:</b></p> <p>“(k) The word ‘tender’ is synonymous with ‘procurement’, ‘bid’ or ‘proposal’; the word ‘tenderer’ is synonymous with ‘bidder’ or ‘proposer’; and the words ‘tender documents’ are synonymous with ‘procurement document’, ‘bidding documents’, ‘request for bids documents’, or ‘request for proposal documents’, as applicable.”</p>
<p>Sub-clause 1.6 <b>Contract Agreement</b></p>	<p>The first sentence of the first paragraph of Sub-Clause 1.6 is replaced with the following:</p> <p>“The Parties shall sign a Contract Agreement within twenty-eight (28) days after the Contractor receives the Letter of Acceptance. The Contract Agreement shall be based on the form annexed to the Particular Conditions.”</p> <p>The second paragraph of Sub-Clause 1.6 is replaced with the following:</p> <p>“If the Contractor comprises a Joint Venture, the authorized representative of the Joint Venture shall sign the Contract Agreement in accordance with Sub-Clause 1.13 [Joint and Several Liability].”</p>
<p>Sub-Clause 1.11 <b>Confidentiality</b></p>	<p>The following sentence is added at the end of the second paragraph of Sub-Clause 1.11:</p> <p>“The Contractor shall be permitted to disclose information required solely for the purpose of establishing its qualifications to compete for other projects, provided that such disclosure does not include confidential technical, commercial, security-sensitive, or proprietary information relating to the Works or the Employer.”</p> <p>In sub-paragraph (b), the word “or” at the end of the sub-paragraph is deleted.</p> <p>In sub-paragraph (c), the word “or” is added at the end of the sub-paragraph.</p>
<p>Sub-Clause 3.1 <b>The Employer’s Representative</b></p>	<p>In the last paragraph, “shall” is replaced with “should”.</p>

<p>Sub-Clause 4.1  <b>Contractor’s General Obligations</b></p>	<p><b>The following paragraphs are added at the end of Sub-Clause 4.1:</b></p> <p>“The Contractor shall not commence any Works, including mobilization or pre-construction activities, unless the Employer is satisfied that:</p> <ul style="list-style-type: none"> <li>• the Project Execution Plan (PEP), including method statements, schedules, resources, interfaces, and risk management measures, has been submitted and approved; and</li> <li>• appropriate environmental, social, health and safety (ESHS) measures are in place to address the risks and impacts associated with the Works, in accordance with applicable Laws of Sri Lanka and the Employer’s Requirements.</li> </ul> <p>The Contractor shall prepare, implement, and maintain a comprehensive Environmental and Social Management Plan (C-ESMP), commensurate with the nature and risks of the Works, covering, inter alia, environmental protection, occupational health and safety, labour conditions, public safety, traffic management, prevention of sexual exploitation, abuse and sexual harassment (SEA/SH), and protection of third parties and public infrastructure.</p> <p>The Contractor shall periodically review the C-ESMP and the Project Execution Plan (PEP) and update them as necessary to reflect changes in the Works, identified risks, or lessons learned. Any material updates shall be submitted to the Employer for review and approval.</p> <p>The C-ESMP, PEP, and their updates shall form part of the Contractor’s Documents and shall be subject to review in accordance with Sub-Clause 5.2.2 [Review by Employer].</p> <p>The Contractor shall be fully responsible for coordination with all relevant authorities, utility agencies, and affected stakeholders in connection with the execution of the Works. The Contractor shall provide all contract-related information, submissions, drawings, method statements, schedules, and notices required for such coordination, and shall arrange, attend, and participate in all coordination meetings, inspections, and site visits as necessary to ensure uninterrupted progress of the Works.</p> <p>All costs, delays, and consequences arising from or in connection with such coordination, including compliance with requirements of authorities and third parties, shall be deemed to be included in the Accepted Contract Amount, and no</p>
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	<p>additional payment or extension of time shall be granted, except to the extent expressly provided for in the Contract.”</p> <p><b>“Additional Requirement: Execution of Works within Live Terminal, Harbour, and Operational Environments”</b></p> <p>All Works, including but not limited to cross-country pipelines, offshore pipeline segments, landfall works, terminal modifications, tie-ins, testing, pre-commissioning, and commissioning, shall be executed within fully operational environments, including live petroleum terminals, uninterrupted fuel handling and storage operations, Colombo Harbour ship movements, marine navigation corridors, railway operations, national and local road networks, and associated utilities and facilities.</p> <p>The Contractor shall plan, design, schedule, and execute the Works so as to ensure continuous, safe, and uninterrupted operation of existing CPSTL facilities, harbour activities, railway movements, road traffic, and third-party infrastructure. The Contractor shall allow for all operational constraints, restricted working hours, phased execution, limited access windows, safety zones, marine and weather conditions, security requirements, and interface risks inherent to such live environments.</p> <p>All tie-in works, integrations, diversions, isolations, shutdowns, testing activities, temporary modifications, and commissioning interfaces with existing pipelines, pump houses, storage tanks, fire-fighting systems, electrical and instrumentation systems, automation and control systems, utilities, drainage, and associated infrastructure shall be executed strictly in accordance with approved method statements, risk assessments, and permit-to-work systems, and shall be limited to the minimum duration and extent necessary to safely complete the Works.</p> <p>The Contractor shall be solely responsible, at its own cost, risk, and time, for identifying, applying for, obtaining, coordinating, maintaining, and complying with all approvals, permits, clearances, access permissions, working arrangements, shutdown windows, isolations, traffic and marine movement approvals, safety clearances, and statutory or third-party consents required for execution of the Works. This responsibility shall include, without limitation, approvals from CPSTL operational units, port and harbour authorities, marine and navigation authorities, railway authorities, road authorities,</p>
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	<p>utility agencies, regulatory bodies, local authorities, and any other relevant stakeholders.</p> <p>The Employer shall not be required to obtain, facilitate, intervene in, or expedite any approvals, permits, permissions, or access arrangements on behalf of the Contractor. Any conditions, limitations, lead times, or restrictions imposed by such authorities shall be deemed to have been fully allowed for in the Accepted Contract Amount and the Time for Completion.</p> <p>The Contractor shall provide all temporary works, protection measures, monitoring systems, safety controls, contingency arrangements, emergency response measures, reinstatement works, and coordination necessary to execute the Works without disruption to ongoing operations, without endangering personnel, assets, or the environment, and without compromising system integrity, safety, security, or regulatory compliance.</p> <p>Any failure, delay, restriction, or additional requirement arising from live operations, operational constraints, marine conditions, weather, third-party interfaces, or the Contractor's inability to obtain or comply with required approvals or access permissions shall not entitle the Contractor to any Extension of Time or additional payment.</p>
<p>Sub-Clause 4.2 <b>Performance Security and ES Performance Security</b></p>	<p><b>Replaces the first paragraph of Sub-Clause 4.2 of the General Conditions</b></p> <p>The Contractor shall obtain, at its own cost, a Performance Security for the proper performance of the Contract and, where stated in the Contract Data, an Environmental and Social (ES) Performance Security to secure compliance with the Contractor's Environmental and Social obligations under the Contract.</p> <p>The Performance Security and, if applicable, the ES Performance Security shall be in the amounts stated in the Contract Data, denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer.</p> <p>If an Environmental and Social (ES) Performance Security is not stated in the Contract Data, no such ES Performance Security shall be required.</p> <p>Unless expressly stated otherwise, references in the Contract to the "Performance Security" shall be deemed to include the ES</p>

	<p>Performance Security only to the extent relevant to the Contractor’s Environmental and Social obligations.</p> <p>In the following Sub-Clauses of the General Conditions, the term “Performance Security” is replaced with: “Performance Security and, if applicable, an Environmental and Social (ES) Performance Security”:</p> <ul style="list-style-type: none"> <li>2.1 - Right of Access to the Site</li> <li>14.2 - Advance Payment</li> <li>14.6 - Interim Payments</li> <li>14.12 - Discharge</li> <li>14.13 - Final Payment</li> <li>14.14 - Cessation of Employer’s Liability</li> <li>15.2 - Termination for Contractor’s Default</li> <li>15.5 - Termination for Employer’s Convenience</li> </ul> <p><b>Replaces the first paragraph of Sub-Clause 4.2.1 of the General Conditions - Contractor’s Obligations</b></p> <p>The Contractor shall deliver the Performance Security and, if applicable, the ES Performance Security to the Employer within twenty-eight (28) days after receiving the Letter of Acceptance.</p> <p>The Performance Security and, if applicable, the Environmental and Social (ES) Performance Security shall be acceptable to the Employer and shall be in the form of an unconditional and irrevocable bank guarantee, substantially in the form annexed to the Procurement Documents.</p> <p>The Security shall be issued by:</p> <ul style="list-style-type: none"> <li>(a) a commercial bank operating in Sri Lanka with a valid licence issued by the monetary board of Sri Lanka,</li> <li>(b) a bank based in another country but the guarantee “backed and confirmed” by a bank in Sri Lanka with a valid licence issued by the monetary board of Sri Lanka. (Local bank and the bank based in another country shall jointly bear the responsibility in case of encashment of the security)</li> </ul> <p>In case of a guarantee issued under sub-paragraph (b), both the issuing foreign bank and the confirming local bank shall be jointly and severally liable to the Employer for all obligations arising from the Security, including encashment.</p>
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	<p>The confirming local bank shall be liable to honour the Security on first written demand, without proof or conditions, notwithstanding any dispute between the Employer and the Contractor.</p> <p><b>Replaces the first paragraph of Sub-Clause 4.2.2 of the General Conditions - Employer’s Claims</b></p> <p>The Employer shall not make a claim under the Performance Security or, if applicable, the ES Performance Security, except for amounts to which the Employer is entitled under the Contract.</p> <p><b>Replaces the first paragraph of Sub-Clause 4.2.3 of the General Conditions - Return of Securities</b></p> <p>(a) The Performance Security shall be returned to the Contractor within twenty-eight (28) days after the Employer has issued the Performance Certificate under Sub-Clause 11.9.</p> <p>(b) The Environmental and Social (ES) Performance Security, if applicable, shall be returned within twenty-eight (28) days after the Employer has confirmed that all Environmental and Social obligations under the Contract have been fully complied with, including those applicable during the Defects Notification Period, unless otherwise stated in the Contract.</p>
<p>Sub-Clause 4.3 <b>Contractor’s Representative</b></p>	<p>The following sentence is added at the end of Sub-Clause 4.3: “If any of the Contractor’s Representative’s delegates are not fluent in the language stated in the Contract Data, the Contractor shall, at its own cost, provide competent and experienced interpreters during all working hours and at all meetings, in a number deemed sufficient by the Employer or the Employer’s Representative. Interpreters shall be familiar with technical, safety, and environmental terminology relevant to the Works.”</p>
<p>Sub-Clause 4.4 <b>Subcontractors</b></p>	<p><b>Addition at the beginning of the second paragraph</b></p> <p>“The Contractor shall ensure that all Subcontractors execute the Works in full compliance with the Contract, including the Employer’s Requirements, applicable Laws, and all Environmental and Social (ES) requirements, and shall comply with the obligations set out in Sub-Clause 4.25 [Environmental and Social Requirements].”</p> <p><b>Addition at the end of the last paragraph of Sub-Clause 4.4</b></p> <p>“All subcontracts relating to the Works shall include provisions entitling the Employer, upon termination of the Contract under Sub-Clause 15.2 [Termination for Contractor’s Default], to require that any such subcontract be assigned to the Employer,</p>

	<p>at the Employer’s discretion, on the same terms and conditions as existing at the time of termination.”</p> <p>“Where practicable and subject to meeting the qualification, technical, safety, environmental, and commercial requirements of the Contract, the Contractor shall provide fair and reasonable opportunity for contractors from Sri Lanka to be appointed as Subcontractors.”</p>
<p>Sub-Clause 4.5.1 <b>Objection to nomination</b></p>	<p><b>Amendment to sub-paragraph (a)</b></p> <p>In sub-paragraph (a), on the first line, the word “nominated” shall be inserted before the word “Subcontractor”.</p> <p><b>Amendment to sub-paragraph (c)</b></p> <p>In sub-paragraph (c):</p> <p>the word “and” at the end of sub-paragraph (i) is deleted;</p> <p>the full stop “.” at the end of sub-paragraph (ii) is replaced with “, and”; and</p> <p><b>the following new sub-paragraph (iii) is added:</b></p> <p>“(iii) be paid only if and when the Contractor has received from the Employer payment for the corresponding sums due under the Subcontract, in accordance with Sub-Clause 4.5.2 [Payment to Nominated Subcontractors].”</p>
<p>Sub-Clause 4.6 <b>Co-operation</b></p>	<p>In the first paragraph, on the second-last line, before the words “Contractor’s”, insert the words “of the”.</p> <p>The following paragraph is added after the first paragraph:</p> <p>“The Contractor shall also, as stated in the Employer’s Requirements or as instructed by the Employer or the Employer’s Representative, cooperate with and allow appropriate opportunities for the Employer’s Personnel to conduct any environmental and social assessments related to the Works, including access to the Site, records, and relevant Contractor’s Documents, at all reasonable times.”</p>
<p>Sub-Clause 4.8 <b>Health and Safety Obligations</b></p>	<p><b>After deleting “and” at the end of sub-paragraph (f) and replacing the “.” at the end of sub-paragraph (g) with “; and”, the following sub-paragraphs (h) to (o) are added:</b></p> <p>“(h) where a health service provider for the Contract is stated in the Employer’s Requirements, provide all reasonable assistance (including room, accommodation, water and access) to enable the service provider to perform its functions;</p> <p>(i) provide appropriate health and safety training to the Contractor’s Personnel and maintain proper training records;</p>

	<p>(j) actively engage the Contractor’s Personnel in promoting understanding and implementation of health and safety requirements, including provision of information, occupational safety and health training, and personal protective equipment, all at no cost to the Contractor’s Personnel;</p> <p>(k) establish workplace processes enabling the Contractor’s Personnel to report work situations which they reasonably believe are unsafe or unhealthy, and to remove themselves from work situations which they have reasonable justification to believe present an imminent and serious danger to life or health;</p> <p>(l) ensure that Contractor’s Personnel who remove themselves from such work situations shall not be required to return until necessary remedial action has been taken, and shall not be retaliated against or subject to reprisal or adverse action for such reporting or removal;</p> <p>(m) subject to Sub-Clause 4.6 [Co-operation], where the Employer’s Personnel, other contractors engaged by the Employer, and/or personnel of legally constituted public authorities or private utility companies carry out works on or near the Site not included in the Contract, collaborate in applying health and safety requirements, without prejudice to each entity’s responsibility for the health and safety of its own personnel; and</p> <p>(n) establish and implement a system for regular review of health and safety performance and working conditions at intervals not exceeding six (6) months.”</p> <p>“(o) All Contractor’s Personnel, including personnel of Subcontractors, sub-subcontractors, vendors, suppliers, service providers and any other persons engaged by or through the Contractor in connection with the Works, shall, prior to commencement of work at the Site or any CPSTL-controlled facility, successfully attend fire and safety training conducted or approved by the Employer (CPSTL) and shall obtain written safety clearance from the Employer or the Employer’s Representative.</p> <p>No person shall be permitted to enter the Site or carry out any work unless such training has been completed and clearance has been granted. The Contractor shall be responsible for coordinating such training, ensuring compliance by all such personnel, and for all associated costs.</p>
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	<p>Attendance at such training and issuance of safety clearance shall not relieve the Contractor of any obligations, responsibilities or liabilities under the Contract.”</p> <p><b>The second and third paragraphs of Sub-Clause 4.8 are deleted and replaced with the following:</b></p> <p>“Subject to Sub-Clause 4.1 [Contractor’s General Obligations], the Contractor shall submit to the Employer for Review a health and safety manual specifically prepared for the Works, the Site, and any other places where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and any updates shall be in accordance with Sub-Clause 5.2 [Contractor’s Documents].</p> <p>The health and safety manual shall set out all health and safety requirements under the Contract and shall include, as a minimum:</p> <ul style="list-style-type: none"> <li>(i) procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the Contractor’s control, including control measures for chemical, physical and biological hazards;</li> <li>(ii) details of health and safety training to be provided and records to be maintained;</li> <li>(iii) procedures for prevention, preparedness and response to emergency events, including fires, explosions, leaks, spills, natural hazards, and other unanticipated incidents;</li> <li>(iv) measures to avoid or minimize community exposure to water-borne, water-based, water-related, and vector-borne diseases;</li> <li>(v) measures to avoid or minimize the spread of communicable diseases (including sexually transmitted diseases or infections such as HIV) and non-communicable diseases associated with the execution of the Works, with due consideration to vulnerable groups and labour influx;</li> <li>(vi) policies and procedures for management and quality of accommodation and welfare facilities, where such facilities are provided in accordance with Sub-Clause 6.6 [Facilities for Personnel]; and</li> <li>(vii) any additional health and safety requirements stated in the Employer’s Requirements.”</li> </ul>
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	<p><b>The paragraph beginning with “In addition to the reporting requirement of ...” is deleted.</b></p> <p>Health and safety reporting obligations shall instead apply under Sub-Clause 4.20 [Progress Reports], as amended in the Special Provisions.</p>
<p>Sub-Clause 4.15 <b>Access Route</b></p>	<p><b>The following is added at the end of Sub-Clause 4.15:</b></p> <p>“The Contractor shall take all necessary measures to prevent accidents, incidents, damage, loss, or injury to the Employer’s personnel, terminal users, harbour users, railway operators, third parties, and the general public arising from the movement, operation, or presence of the Contractor’s personnel, plant, equipment, materials, vehicles, or marine vessels on national and local roads, access roads, railway corridors, marine routes, or within the CPSTL Kolonnawa Installation and Colombo Harbour premises.</p> <p>The Contractor acknowledges that petroleum pipeline operations, product transfer through existing pipelines, terminal operations at the Kolonnawa Installation, railway operations within and outside the Kolonnawa Installation, public road traffic, and marine and vessel movements within Colombo Harbour shall remain fully operational and uninterrupted throughout the Contract Period. Accordingly, the Contractor shall plan, programme, sequence, and execute all onshore, offshore, landfall, crossing, and terminal tie-in works so as not to obstruct, disrupt, delay, or compromise such ongoing operations at any time.</p> <p>The Contractor shall prepare, submit, and implement, at its own cost, all necessary Traffic Management Plans, Railway Interface Management Plans, Marine Traffic and Navigation Management Plans, and detailed method statements relevant to the execution of the Works. Such plans shall address construction activities along the pipeline corridor, at road and railway crossings, within live terminal areas, and within harbour and near-shore environments, and shall ensure the safe coexistence of construction activities with ongoing operations and public use. All approvals, permits, access permissions, and clearances required from relevant authorities shall be obtained by the Contractor, and the Employer shall have no responsibility to obtain or facilitate such approvals.</p> <p>The Contractor shall continuously monitor safety performance, road, rail, and marine interface risks, incidents, and near-miss events arising from its activities and shall promptly implement effective corrective and preventive measures. All such</p>

	<p>measures shall comply with applicable Laws, statutory and regulatory requirements, port and railway authority regulations, and the Employer’s HSSE, security, and operational requirements.”</p>
<p>Sub-Clause 4.18 <b>Protection of the Environment</b></p>	<p><b>The Sub-Clause is replaced with:</b></p> <p>“The Contractor shall take all necessary measures to:</p> <p>(a) protect the environment on and off the Site; and</p> <p>(b) limit damage and nuisance to people and property resulting from pollution, noise, or other effects of the Contractor’s operations.</p> <p>Emissions, discharges, effluent, and other pollutants from the Contractor’s activities shall not exceed the values indicated in the Employer’s Requirements or those prescribed by applicable Laws.</p> <p>In the event of environmental damage or nuisance, the Contractor shall agree with the Employer on appropriate remedial actions and implement them at its own cost.”</p>
<p>Sub-Clause 4.20 <b>Progress Reports</b></p>	<p><b>The following is added at the end of Sub-Clause 4.20:</b></p> <p><b>Health and Safety (H&amp;S) reporting obligations:</b></p> <p>The Contractor shall immediately report to the Employer any incident or accident affecting the health and safety of Contractor’s personnel, Subcontractors, or any other personnel on or near the Site. Reports shall include sufficient detail regarding the nature, cause, and consequences of the incident, as well as any immediate corrective or preventive measures taken.</p> <p>The Contractor shall also ensure that its Subcontractors and suppliers immediately notify the Contractor of any H&amp;S incidents or accidents related to the Works.”</p>
<p>Sub-Clause 4.21 <b>Security of the Site</b></p>	<p><b>Sub-Clause 4.21 is replaced with:</b></p> <p>“The Works shall be executed within and across multiple security-restricted and operationally sensitive areas, including but not limited to the CPSTL Kolonnawa Installation, Colombo Harbour premises, the pipeline corridor, road and railway crossings, marine and near-shore areas, and interfaces with other critical infrastructure facilities such as power stations and utility installations. Site security, access control, and movement within such areas shall be strictly governed by the Employer’s security regulations, the requirements of relevant authorities, and applicable Laws.</p>

	<p>The Contractor shall be solely responsible for the protection, safeguarding, and care of the Works, materials, Plant, equipment, temporary works, and construction areas under its control, and shall take all reasonable and necessary measures to prevent loss, theft, damage, sabotage, or unauthorized interference arising out of or in connection with the execution of the Works.</p> <p>The Contractor shall:</p> <p>(a) ensure that unauthorized persons are kept off all construction areas, work fronts, access routes, and temporary facilities, and that access is limited to the Contractor's Personnel, the Employer's Personnel, and other persons expressly authorized by the relevant authority or the Employer;</p> <p>(b) ensure that the presence and movement of the Contractor's Personnel within security-restricted facilities, including the CPSTL Kolonnawa Installation, Colombo Harbour premises, railway corridors, power station premises, and other critical infrastructure locations, are strictly limited to approved working hours and approved work locations, unless otherwise permitted in writing by the relevant authority;</p> <p>(c) obtain, at its own cost and responsibility, all required gate passes, identity cards, vehicle permits, marine access permits, railway access approvals, and security clearances for its personnel, equipment, vessels, and vehicles prior to entry into any security-restricted or operational area, and ensure compliance with all conditions attached thereto;</p> <p>(d) ensure that all Contractor's Personnel deployed to security-restricted areas are supported by valid police clearance certificates or equivalent security vetting as required by the Employer or relevant authorities, and that such clearances remain valid throughout their engagement on the Works; and</p> <p>(e) ensure that all Contractor's Personnel strictly comply with prevailing security rules, access controls, surveillance requirements, movement restrictions, and emergency procedures applicable at each location, including any additional or amended requirements imposed due to security alerts, operational constraints, or national security considerations.</p> <p>Subject to Sub-Clause 4.1, the Contractor shall prepare and submit for the Employer's No-Objection a comprehensive Security Management Plan covering all phases and locations of the Works. The Security Management Plan shall address, as a minimum, personnel access control, interface with port, railway, and facility security systems, protection of the pipeline corridor and work fronts, coordination with operational stakeholders, incident reporting, and emergency response arrangements.</p>
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	<p>The Contractor shall not permit the use of force by any personnel in connection with the execution of the Works, except where preventive or defensive measures are strictly necessary, lawful, and proportionate to the nature of the threat, and only in accordance with applicable Laws and the security requirements of the relevant authorities and the Employer.</p> <p>Except as otherwise stated in the Contract, the Contractor shall indemnify and hold harmless the Employer against all losses, claims, damages, costs, and liabilities arising out of or in connection with the execution of the Works and the Contractor’s security arrangements, except to the extent that such loss or damage arises from:</p> <p>(a) the permanent use or occupation of land by the Works or any part thereof;</p> <p>(b) the Employer’s lawful right to execute the Works on, over, under, in, or through any land; or</p> <p>(c) any act or omission of the Employer or its Personnel, except to the extent that the Contractor has contributed to such loss or damage.</p> <p>In making security arrangements, the Contractor shall also comply with all additional security-related requirements stated in the Employer’s Requirements and any site-specific security protocols issued by relevant authorities.”</p>
<p>Sub-Clause 4.22 <b>Contractor’s Operations on Site</b></p>	<p>On the third line of the second paragraph, the word “Sub-Clause” is added before “4.17”.</p>
<p>Sub-Clause 4.23 <b>Archaeological and Geological Findings</b></p>	<p><b>The first paragraph is replaced with:</b></p> <p>“All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:</p> <p>(a) take all reasonable precautions, including fencing-off or marking the area of the finding, to avoid further disturbance and prevent Contractor’s Personnel or other persons from removing or damaging any of these findings;</p> <p>(b) train relevant Contractor’s Personnel on appropriate actions to be taken in the event of such findings; and</p> <p>(c) implement any other action consistent with the Employer’s Requirements and applicable Laws.”</p>
<p>Sub-Clause 4.24</p>	<p><b>Sub-Clause 4.24 – Suppliers (other than Subcontractors)</b></p>

<p><b>Suppliers (other than Subcontractors)</b></p>	<p><b>4.24.1 Forced Labour</b></p> <p>The Contractor shall require its suppliers (other than Subcontractors) not to employ or engage forced labour, including trafficked persons, as described in Sub-Clause 6.21. If forced labour or trafficking cases are identified, the Contractor shall require the supplier to take appropriate remedial measures. Where the supplier does not remedy the situation, the Contractor shall substitute the supplier within a reasonable period with a supplier capable of managing such risks.</p> <p><b>4.24.2 Child Labour</b></p> <p>The Contractor shall require its suppliers (other than Subcontractors) not to employ or engage child labour, as described in Sub-Clause 6.22. If child labour cases are identified, the Contractor shall require the supplier to take appropriate remedial measures. Where the supplier does not remedy the situation, the Contractor shall substitute the supplier within a reasonable period with a supplier capable of managing such risks.</p> <p><b>4.24.3 Serious Safety Issues</b></p> <p>The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including those in Sub-Clauses 4.4, 4.8, and 6.7. The Contractor shall require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall require the supplier to take appropriate remedial steps. Where the supplier does not remedy the situation, the Contractor shall substitute the supplier within a reasonable period with a supplier capable of managing such risks.</p> <p><b>4.24.4 Obtaining Natural Resource Materials</b></p> <p>The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with applicable verification and/or certification requirements, that obtaining such materials does not contribute to the significant conversion or degradation of natural or critical habitats (e.g., unsustainably harvested wood products, gravel or sand extraction from river beds). If a supplier cannot continue to demonstrate compliance, the Contractor shall substitute the</p>
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	<p>supplier within a reasonable period with a supplier able to demonstrate that they are not significantly adversely impacting such habitats.</p>
<p>Sub-Clause 4.25 <b>Code of Conduct</b></p>	<p>“The Contractor shall take all necessary measures to ensure that each Contractor’s Personnel is made aware of the Code of Conduct, including specific behaviours that are prohibited, and understands the consequences of engaging in such behaviours.</p> <p>These measures include providing instructions and documentation in languages understandable to Contractor’s Personnel, and obtaining acknowledgment of receipt through signature, as appropriate.</p> <p>The Contractor shall ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, in any other areas where the Works will be carried out, and in areas accessible to the local community and project-affected persons. The posted Code of Conduct shall be provided in languages comprehensible to Contractor’s Personnel, Employer’s Personnel, and the local community.</p> <p>The Contractor’s Management Strategy and Implementation Plans shall include appropriate processes to verify compliance with these obligations.”</p>
<p>Sub-Clause 4.26 <b>Milestones</b></p>	<p>The following Sub-Clause is added:</p> <p>The Contractor shall complete the works of each Milestone (including the all work which is stated in the Employer’s Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.</p> <p>The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [<i>Programme</i>], the time for completion of each Milestone. Sub-paragraph (d) of Sub-Clause 8.4 [<i>Advance Warning</i>] and Sub-Clause 8.5 [<i>Extension of the Time for Completion</i>] shall apply to each Milestone, such that “Time for Completion” under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.</p> <p>The Contractor may apply, by Notice to the Employer’s Representative, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Contractor’s opinion, be complete. The Employer’s Representative shall, within 28 days after receiving the Contactor’s Notice:</p>

	<p>(a) issue the Milestone Certificate to the Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or</p> <p>(b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued.</p> <p>The Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.</p> <p>If the Employer’s Representative fails either to issue the Milestone Certificate or to reject the Contractor’s application within the above period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor’s Notice of application.</p> <p>If delay damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):</p> <p>(i) the Contractor shall, subject to Sub-Clause 20.1 [Claims], pay delay damages to the Employer for this default;</p> <p>(ii) such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;</p> <p>(iii) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor’s liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor).</p>
<p>Sub-Clause 5.4 <b>Technical Standards and Regulations</b></p>	<p>“If so stated in the Employer’s Requirements, the Contractor shall, in relation to any pipeline, facility, system, installation, machinery, equipment, buildings, structural elements etc. constructed as part of the Works:</p> <p>(a) take into account climate change considerations in the design; and</p>

	<p>(b) apply the concept of universal access in the design and construction. The concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances.</p> <p>This Sub-Clause applies only to buildings or structural elements and does not apply to filling gantries, buildings, or associated mechanical/electrical installations.”</p>
<p>Sub-Clause 6.1 <b>Engagement of Staff and Labour</b></p>	<p>On the first line, “Specification” is replaced with “Employer’s Requirements.”</p> <p><b>Addition at the end of the Sub-Clause:</b></p> <p>“The Contractor shall provide Contractor’s Personnel with clear and understandable information and documentation regarding their terms and conditions of employment. This shall include their rights under relevant labour Laws applicable to the Contractor’s Personnel (including any applicable collective agreements), covering hours of work, wages, overtime, compensation, benefits, and any requirements in the Employer’s Requirements. Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.</p> <p>The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within Sri Lanka.”</p>
<p>Sub-Clause 6.2 <b>Rates of Wages and Conditions of Labour</b></p>	<p>Addition at the end of the Sub-Clause:</p> <p>“The Contractor shall ensure that all Contractor’s Personnel are informed of:</p> <p>(a) any deductions from their payment and the conditions of such deductions, in accordance with applicable Laws or as stated in the Employer’s Requirements; and</p> <p>(b) their liability to pay personal income taxes in Sri Lanka in respect of salaries, wages, allowances, and any benefits subject to taxation under applicable Laws.</p> <p>The Contractor shall comply with all duties imposed by applicable Laws regarding such deductions.</p> <p>Where required by applicable Laws or the Employer’s Requirements, the Contractor shall provide Contractor’s Personnel with written notice of termination and details of severance payments in a timely manner.</p> <p>The Contractor shall ensure that all due wages, entitlements, social security benefits, and pension contributions are paid to Contractor’s Personnel (directly or for their benefit) on or before the end of their engagement or employment.</p>

	<p>These obligations apply only to the Contractor’s Personnel engaged in the Works, and do not extend to Employer’s Personnel.”</p>
<p>Sub-Clause 6.5 <b>Working Hours</b></p>	<p>The following is inserted at the end of the Sub-Clause:          “The Contractor shall provide Contractor’s Personnel with annual holiday, sick leave, maternity leave, and family leave, as required by applicable Laws or as stated in the Employer’s Requirements.          Normal working hours shall be as specified in the Contract Data Sheet.          The Contractor shall obtain all necessary permits and approvals for extended or restricted working hours and ensure compliance with applicable labour laws, safety regulations, and approved HSSE and traffic management plans.”</p>
<p>Sub-Clause 6.6 <b>Facilities for Staff and Labour</b></p>	<p>The following is added as the last paragraph:          “If stated in the Employer’s Requirements, the Contractor shall give access to, or provide, facilities or services that accommodate the physical, social, and cultural needs of the Contractor’s Personnel. The Contractor shall also provide similar facilities for Employer’s Personnel where stated in the Employer’s Requirements.”</p>
<p>Sub-Clause 6.7 <b>Health and Safety of Personnel</b></p>	<p><b>In the second paragraph, replace “The Contractor” with:</b>          “Except as otherwise stated in the Employer’s Requirements, the Contractor...”  <b>Additions to Sub-Clause 6.7:</b>          “Except as otherwise stated in the Employer’s Requirements, the Contractor shall be responsible for the health, safety, security, and welfare of all Contractor’s Personnel, Subcontractors, and suppliers’ personnel engaged in the execution of the Works within the CPSTL Kolonnawa Installation, Colombo Harbour and any other approved work areas.          The Contractor shall establish, implement, and maintain a comprehensive Health, Safety, Security, and Environmental (HSSE) Management System, appropriate to a live petroleum terminal, harbour, railways, and roads environments, which shall include, as a minimum:</p>

	<p>(a) safe execution of construction, installation, testing, pre-commissioning, commissioning, and integration works within operational facilities;</p> <p>(b) traffic management, interface control, and public and operational safety measures for oil terminal operations, rail and road traffic circulation, and emergency access routes within CPSTL premises, Colombo harbour premises and outside;</p> <p>(c) effective coordination and interface management with ongoing oil terminal operations, harbour operations, railway operations etc.;</p> <p>(d) compliance of all Subcontractors and suppliers with the Contractor’s HSSE procedures and the Employer’s safety requirements;</p> <p>(e) control of environmental and occupational health risks, including exposure to petroleum products, vapours, fuels, chemicals, noise, vibration, and confined spaces;</p> <p>(f) mandatory safety induction, toolbox talks, and regular refresher training for all personnel prior to and during engagement in the Works;</p> <p>(g) immediate reporting, investigation, and implementation of corrective and preventive actions for fatalities, serious injuries, near-miss incidents, fires, spills, environmental incidents, or operational disruptions; and</p> <p>(h) compliance with CPSTL / Colombo Harbour, railways HSSE guidelines, applicable Sri Lankan labour and safety laws, statutory authority requirements, and relevant international standards as applicable.</p> <p>The Contractor shall provide all necessary resources, competent supervision, procedures, and protective measures to ensure full compliance with the above obligations. Any non-compliance by Contractor’s Personnel, Subcontractors, or suppliers shall be immediately rectified, including suspension or removal of personnel where required, at the Contractor’s cost.”</p>
<p>Sub-Clause 6.9 <b>Contractor’s Personnel</b></p>	<p><b>The Sub-Clause is replaced with:</b></p> <p>“The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced, and competent in their respective trades or occupations.</p>

	<p>The Employer may require the Contractor to remove (or cause to be removed) any person employed on the Site or other locations where the Works are being carried out, including the Contractor’s Representative and Key Personnel (if any), who:</p> <ul style="list-style-type: none"> <li>(a) persists in any misconduct or lack of care;</li> <li>(b) carries out duties incompetently or negligently;</li> <li>(c) fails to comply with any provision of the Contract;</li> <li>(d) persists in any conduct prejudicial to safety, health, or environmental protection;</li> <li>(e) based on reasonable evidence, is determined to have engaged in Fraud or Corruption during execution of the Works;</li> <li>(f) has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; or</li> <li>(g) engages in behaviour breaching the Code of Conduct for Contractor’s Personnel (ES).</li> </ul> <p>The Contractor shall promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. Replacement of the Contractor’s Representative shall comply with Sub-Clause 4.3 [Contractor’s Representative], and replacement of Key Personnel shall comply with Sub-Clause 6.12 [Key Personnel].</p> <p>Subject to Sub-Clauses 4.3 and 6.12, and notwithstanding any requirement from the Employer to remove any person, the Contractor shall take immediate action in response to any violation of (a) through (g) above, including removing (or causing to be removed) from the Site or other locations where the Works are being carried out, any Contractor’s Personnel engaged in such violations.”</p>
<p>Sub-Clause 6.12 <b>Key Personnel</b></p>	<p>The following is inserted at the end of the last paragraph:</p> <p>“If any of the Key Personnel are not fluent in the language of communication required by the Employer, the Contractor shall make competent interpreters available during all working hours, in a number deemed sufficient by the Employer.”</p>
<p><b>The following Sub-Clauses 6.13 to 6.27 are added after Sub-clause 6.12</b></p>	
<p>Sub-Clause 6.13 <b>Foreign Personnel</b></p>	<p>“The Contractor may bring into Sri Lanka any foreign personnel necessary for the execution of the Works, in accordance with applicable Laws. The Contractor shall ensure that such personnel are provided with all required residence visas, work permits, and approvals from relevant authorities.</p> <p>The Employer shall, if requested by the Contractor, use its best</p>

	<p>endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or governmental permissions required for bringing in foreign personnel.</p> <p>The Contractor shall be responsible for the return of foreign personnel to their place of recruitment or domicile at the conclusion of their engagement. In the event of the death of any foreign personnel or members of their families while in Sri Lanka, the Contractor shall make the necessary arrangements for their return or burial, as appropriate, in accordance with applicable Laws and regulations.”</p>
<p>Sub-Clause 6.14 <b>Supply of Food stuffs</b></p>	<p>The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer’s Requirements at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.</p>
<p>Sub-Clause 6.15 <b>Supply of Water</b></p>	<p>The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.</p>
<p>Sub-Clause 6.16 <b>Measures against Insect and Pest Nuisance</b></p>	<p>The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.</p>
<p>Sub-Clause 6.17 <b>Alcoholic Liquor or Drugs</b></p>	<p>“The CPSTL Kolonnawa Installation and Colombo Harbour are strictly controlled and non-smoking areas. The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter, possess, consume, or otherwise dispose of any alcoholic liquor, narcotic drugs, psychotropic substances, or intoxicants, nor permit or allow the importation, possession, consumption, sale, gift, barter, or disposal thereof by the Contractor’s Personnel, Subcontractors, or suppliers’ personnel within the Site or any other CPSTL / Harbour premises.</p> <p>Smoking, vaping, or the use of any tobacco products or electronic smoking devices is strictly prohibited within the CPSTL Kolonnawa Installation and Colombo Harbour, including all gantries, tank farms, pump houses, control rooms, rail corridors, yards, buildings, jetties and restricted areas.</p> <p>The Contractor shall ensure full compliance with this Sub-Clause at all times and shall immediately remove from the Site any personnel found to be in violation of these requirements,</p>

	without prejudice to any other rights or remedies available to the Employer under the Contract or applicable Laws.”
<p>Sub-Clause 6.18 <b>Arms and Ammunition</b></p>	<p>“The Contractor shall not import, bring onto the Site, possess, carry, use, give, sell, barter, or otherwise dispose of any arms, ammunition, explosives, or weapons of any kind, nor permit or allow any such acts by the Contractor’s Personnel, Subcontractors, or suppliers’ personnel within the CPSTL Kolonnawa Installation or any other CPSTL premises and Colombo Harbour premises, except where expressly permitted by applicable Laws and with the prior written approval of the Employer.</p> <p>Any violation of this Sub-Clause shall constitute a serious breach of the Contract and shall entitle the Employer to require the immediate removal of the offending personnel from the Site, without prejudice to any other rights or remedies available to the Employer under the Contract or applicable Laws.”</p>
<p>Sub-Clause 6.19 <b>Festivals and Religious Customs</b></p>	<p>The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.</p>
<p>Sub-Clause 6.20 <b>Funeral Arrangements</b></p>	<p>The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.</p>
<p>Sub-Clause 6.21 <b>Forced Labour</b></p>	<p>The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>
<p>Sub-Clause 6.22 <b>Child Labour</b></p>	<p>The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p>

	<p>The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.</p> <p>The Contractor, including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Employer’s consent. The Contractor shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</li> <li>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li> </ul>
<p>Sub-Clause 6.23 <b>Employment Records of Workers</b></p>	<p>The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Employer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor’s Records].</p>
<p>Sub-Clause 6.24 <b>Workers’ Organizations</b></p>	<p>“In accordance with the labour laws of Sri Lanka, the Contractor shall respect the rights of Contractor’s Personnel to form or join legally recognized workers’ organizations, unions, or employee representative bodies and to engage in lawful collective bargaining.</p> <p>The Contractor shall not interfere with, control, or discriminate against Contractor’s Personnel for participating in such</p>

	<p>organizations or for exercising their rights under applicable Sri Lankan labour law.</p> <p>Where legal restrictions exist on collective bargaining or union activities, the Contractor shall provide alternative means for Contractor’s Personnel to raise grievances, seek redress, and communicate concerns regarding working conditions, terms of employment, or occupational safety, without interference or retaliation.</p> <p>The Contractor shall ensure that all such mechanisms are transparent, accessible, and fairly administered, and shall provide necessary information to enable meaningful discussion or resolution of workplace matters in a timely manner.</p> <p>All actions taken by the Contractor shall comply with Sri Lankan labour laws, CPSTL policies, and the Employer’s Requirements, while maintaining operational safety and security within the CPSTL Kolonnawa Installation and Colombo Harbour.”</p>
<p>Sub-Clause 6.25 <b>Non-Discrimination and Equal Opportunity</b></p>	<p>The Contractor shall not make decisions relating to the employment or treatment of Contractor’s Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor’s Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).</p>
<p>Sub-Clause 6.26 <b>Contractor’s Personnel Grievance Mechanism</b></p>	<p>The Contractor shall have a grievance mechanism for Contractor’s Personnel, and where relevant the workers’ organizations stated in Sub-Clause 6.24, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely</p>

	<p>feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.</p> <p>The Contractor’s Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor’s Personnel.</p> <p>The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.</p> <p>The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor’s Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.”</p>
<p>Sub-Clause 6.27 <b>Training of Contractor’s Personnel</b></p>	<p>“The Contractor shall provide appropriate training to all relevant Contractor’s Personnel on Environmental, Social, Health, and Safety (ESHS) aspects of the Contract, including:</p> <ul style="list-style-type: none"> <li>(a) Health, safety, and operational procedures applicable to live petroleum terminal operations, road and rail tanker movements, gantry works, pipelines, pump house, and yard activities;</li> <li>(b) Environmental and social responsibilities, including waste management, spill prevention, pollution control, and community considerations;</li> <li>(c) Prevention of Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) in accordance with applicable laws and Employer’s Requirements; and</li> <li>(d) Emergency response, evacuation, and reporting procedures within CPSTL Kolonnawa Installation and Colombo Harbour.</li> </ul> <p>The Contractor shall allow opportunities for relevant personnel to receive additional training on ESHS aspects by the Employer’s personnel, as instructed by the Employer’s Representative.</p> <p>Training on SEA and SH, including its prevention, shall be provided to all personnel who have supervisory or managerial responsibilities over other Contractor’s Personnel.</p> <p>The Contractor shall ensure that training is documented, regularly refreshed, and enforced, and that all personnel</p>

	<p>comply with the Employer’s ESHS requirements throughout the execution of the Works.”</p>
<p>Sub-Clause 7.3 <b>Inspection</b></p>	<p><b>In the first paragraph, after “Employer’s Personnel,” the following is added:</b></p> <p>“(including stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations, where applicable).”</p> <p><b>The following is added as (b)(iv):</b></p> <p>“(iv) carry out environmental and social audits in accordance with the Employer’s Requirements and applicable Laws.”</p>
<p>Sub-Clause 7.4 <b>Testing by the Contractor</b></p>	<p>The second paragraph is modified to start as:</p> <p>“Except as otherwise specified in the Contract, the Contractor shall carry out all tests, inspections, and trials required to demonstrate that the Works comply with the Employer’s Requirements, applicable Laws, and good industry practice. The Contractor shall bear full responsibility and cost for all such tests and inspections, and the Employer shall not be liable for any failure, deficiency, or non-compliance revealed by such testing. The Contractor shall provide the Employer with full access to witness and verify all such tests and inspections.”</p>
<p>Sub-Clause 7.7 <b>Ownership of Plant and Materials</b></p>	<p>The first paragraph is modified to start as:</p> <p>“Except as otherwise specified in the Contract, each item of Plant, Materials, and equipment brought to the Site by the Contractor for the execution of the Works shall remain the property of the Contractor until incorporated into the Works or otherwise disposed of in accordance with the Contract. The Contractor shall be responsible for the care, custody, and protection of such Plant and Materials, until ownership is transferred in accordance with the Contract.”</p>
<p>Sub-Clause 8.1 <b>Commencement of Works</b></p>	<p>The sub-clause is replaced with the following:</p> <p>“The Employer’s Representative shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.</p> <p>The Notice shall be issued promptly after the Employer’s Representative determines the fulfilment of the following conditions:</p> <ul style="list-style-type: none"> <li>• signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities;</li> <li>• submission and approval of the Project Execution Plan (PEP) in accordance with Sub-Clause 4.1 [Management Strategies and Implementation Plans];</li> </ul>

	<ul style="list-style-type: none"> <li>except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.12 [Compliance with Laws] as required for the commencement of the Works;</li> </ul> <p>Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans, the C-ESMP, and Sub-Clause 4.8 on the health and safety manual, the Contractor shall commence the execution of the Works as soon as reasonably practicable after the Commencement Date, and shall proceed with the Works with due expedition and without delay.”</p>
<p>Sub-Clause 11.7 <b>Right of access after Taking Over</b></p>	<p><b>Replace Paragraph 2:</b></p> <p>“Until 28 days after the issue of the Performance Certificate, whenever the Contractor intends to access any part of the Works or associated records, the Contractor shall:</p> <ul style="list-style-type: none"> <li>(a) Provide reasonable prior notice to the Employer’s Representative;</li> <li>(b) Comply with all CPSTL Kolonnawa Terminal and Colombo Harbour safety, security, and operational requirements;</li> <li>(c) Coordinate all access with the Employer to ensure no disruption to live operations, including tank loading/unloading, pipeline transfers, yard circulation, and third-party activities;</li> <li>(d) Be fully responsible for any damages, incidents, or operational interruptions arising from such access; and</li> <li>(e) Acknowledge that no additional payment or extension of time shall be granted for any impacts on operations, except where expressly provided in the Contract.” </li></ul>
<p>Sub-Clause 13.3 <b>Variation procedure</b></p>	<p>Sub-Clause 13.3.1 (a) is replaced with the following:</p> <p>“(a) a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor and sufficient environmental, social, health and safety (ESHS) information to enable an evaluation of ES risks and impacts;”</p>
<p>Sub-Clause 13.4 <b>Provisional Sums</b></p>	<p><b>Sub-Clause 13.4 [Provisional Sums] is amended as follows:</b></p> <p>Provisional Sums shall not apply to this Contract.</p> <p>No Provisional Sums are included in the Contract, and the Contractor shall have no entitlement to claim payment under this Sub-Clause.</p>

	<p>Any references in the Contract to Provisional Sums, including for valuation, adjustment, instruction, or payment purposes, shall be deemed not applicable.</p> <p>For the avoidance of doubt, all costs, obligations, and risks necessary for the proper execution and completion of the Works, other than those expressly stated as separate payment items in the Contract Data and Price Schedule, are deemed to be included in the Accepted Contract Amount.</p> <p>Payment for the Employer’s share of the fees and expenses of the Dispute Avoidance/Adjudication Board (DAAB), if applicable, shall be governed exclusively by Sub-Clause 14.3 [Application for Interim Payment] and Clause 21 [Disputes and Arbitration], and shall not be treated as a Provisional Sum.</p>
<p>Sub-Clause 13.6 <b>Adjustments for Changes in Laws</b></p>	<p><b>Sub-Clause 13.6 of the General Conditions is amended as follows:</b></p> <p>Fourth Paragraph – Clarification of Supporting Particulars</p> <p>In the fourth paragraph:</p> <p>At the end of sub-paragraph (ii), the words “(with detailed supporting particulars)” are deleted.</p> <p>At the end of the fourth paragraph, the words “(with detailed supporting particulars)” are added.</p> <p><b>Addition of New Sub-paragraphs</b></p> <p><b>The following sub-paragraphs are added at the end of Sub-Clause 13.6:</b></p> <p>a) Any claim by the Contractor under this Sub-Clause shall be subject to the Contractor demonstrating that the Change in Laws has directly affected the performance of the Works and resulted in additional Cost and/or delay, supported by reasonable and verifiable evidence.</p> <p>b) Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time to the extent that the relevant delay has already been taken into account in the determination of a previous extension of time, and such Cost shall not be separately paid to the extent that it has already been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.7.1 [Adjustments for Changes in Cost].</p>
<p>Sub-Clause 13.7</p>	<p>Not Applicable</p>

<p><b>Adjustments for Changes in Cost</b></p>	
<p>Sub-Clause 14.2 <b>Advance Payment</b></p>	<p>“The amount, number and timing of advance payment instalments, and the applicable currencies and proportions, shall be as stated in the Contract Data.”</p>
<p>Sub-Clause 14.3 <b>Application for Interim Payment</b></p>	<p><b>The following is inserted at the end of (vi) after: [Agreement or Determination]:</b></p> <p>“any reimbursement due to the Contractor under the Dispute Avoidance/Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/Adjudication Agreement).”</p> <p><b>Add the following as a separate paragraph at the end of Sub-Clause 14.3):</b></p> <p>“Notwithstanding any other provision of the Contract, the Contract Price includes a separate, pre-determined amount for the Employer’s share of the fees and expenses of the Dispute Avoidance/Adjudication Board (DAAB), as stated in the Contract Data and the Price Schedule.</p> <p>This amount is not subject to bidding, adjustment, variation, or mark-up and shall be used solely for reimbursement of the Employer’s share of DAAB fees and expenses in accordance with Clause 21 [Disputes and Arbitration].</p> <p>Payment under this item shall be made only upon submission of original DAAB invoices together with satisfactory evidence that one hundred percent (100%) of such invoices have been paid by the Contractor.</p> <p>No payment in excess of the amount stated in the Contract Data shall be made unless expressly approved in writing by the Employer.”</p>
<p>Sub-Clause 14.6.2 <b>Withholding (amounts in) an Interim Payment</b></p>	<p>“and/or” from subparagraph (b) is deleted.</p> <p><b>The following is added as subparagraph (c) and subparagraph (c) of the Sub-Clause is renumbered as (d):</b></p> <p><b>(c) ES Non-Performance Withholding</b></p> <p>If the Contractor was, or is, failing to perform any Environmental, Social, Health and Safety (ESHS) obligations or work under the Contract, the value of this work or obligation, as determined by the Employer, may be withheld until the work or obligation has been performed, and the cost of rectification or replacement, as determined by the Employer, may be</p>

	<p>withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to, the following:</p> <ol style="list-style-type: none"> <li>i. failure to comply with any ES obligations or work described in the Employer’s Requirements, which may include: working outside site boundaries, excessive dust, failure to keep CPSTL/ public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land (e.g., from oils, human waste), damage to archaeology or cultural heritage features, and air pollution due to unauthorized and/or inefficient combustion;</li> <li>ii. failure to regularly review the C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;</li> <li>iii. failure to implement the C-ESMP, e.g., failure to provide required training or sensitization;</li> <li>iv. failing to have appropriate consents/permits prior to undertaking Works or related activities;</li> <li>v. failure to implement remediation as instructed by the Employer within the specified timeframe (e.g., remediation addressing non-compliance).</li> </ol> <p><b>(d) With Holding Tax (WHT)</b></p> <p>Withholding Tax (WHT) will be deducted at the applicable rate and remitted to the Inland Revenue Department of Sri Lanka in accordance with the provisions of the Inland Revenue (Amendment) Act No. 16 of 2024 of Sri Lanka.</p> <p>Entities from countries that have entered into a Double Taxation Avoidance Agreement (DTAA) with the Government of Sri Lanka are entitled to claim the WHT deducted as a credit against their final corporate tax liability.</p>
<p>Sub-Clause 14.9 <b>Release of Retention Money</b></p>	<p>The following is added at the end of Sub-Clause 14.9:</p> <p>Unless otherwise stated in the Contract, the first half of the Retention Money shall be released upon the expiry of six (6) months from the commencement of the Defects Notification Period applicable to the whole of the Works.</p> <p>The second half of the Retention Money shall only be released after the expiry of the Defects Notification Periods, in accordance with the Performance Security and, if applicable, the ES Performance Security under Sub-Clause 4.2.</p>

	<p>If the amount guaranteed under the Performance Security and, if applicable, the ES Performance Security, at the time of Taking-Over, exceeds half of the Retention Money, no additional Retention Money guarantee is required. If it is less than half, the difference shall remain secured by the Performance Security and ES Performance Security until the expiry of the Defects Notification Periods.</p>
<p>Sub-Clause 14.12 <b>Discharge</b></p>	<p>On the seventh line of the first paragraph, replace “Sub-Clause 21.6 [Arbitration]” with “Clause 21 [Disputes and Arbitration]”.</p>
<p>Sub-Clause 15.1 <b>Notice to Correct</b></p>	<p>“and” is deleted from (b) and “.” is replaced by: “; and” in (c). The following is then added as (d) “(d) specify the time within which the Contractor shall respond to the Notice to Correct.” In the third para, “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”</p>
<p>Sub-Clause 15.2 <b>Termination for Contractor’s Default</b></p>	<p>In Sub-Clause 15.2.1, sub-paragraph (h) is replaced with the following: “(h) is found, based on reasonable evidence, to have engaged in Fraud and Corruption as defined in paragraph 2.2 of Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”</p>
<p>Sub-Clause 15.8 <b>Fraud and Corruption</b></p>	<p>The following new Sub-Clause 15.8 is added: 15.8.1 The Contractor shall comply with all applicable laws of Sri Lanka and the Employer’s Requirements relating to fraud, bribery, corruption, and unethical practices. 15.8.2 The Contractor shall disclose to the Employer any commissions, gratuities, fees, or other payments made or to be made to agents or any other party in connection with the bidding process or execution of the Contract. Such disclosure shall include, at a minimum, the name and address of the agent or party, the amount and currency, and the purpose of the payment.</p>
<p>Sub-Clause 16.2 <b>Termination by Contractor</b></p>	<p><b>Sub-paragraph (i) is deleted in its entirety.</b></p>

	<p>At the end of sub-paragraph (h): “; or” is replaced with: “.”</p> <p><b>Sub-paragraph (e) is replaced with:</b></p> <p>“The Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [<i>Commencement of Works</i>] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”</p>
<p>Sub-Clause 17.1 <b>Responsibility for Care of the Works</b></p>	<p>Except as otherwise stated in the Contract, the Contractor shall be responsible for the care of the Works from the Commencement Date until the issue of the Taking-Over Certificate for the Works. During this period, the Contractor shall take all reasonable precautions to protect the Works from loss, damage, or deterioration, including loss or damage caused by weather, flooding, theft, or any other risk arising from the execution of the Works.</p> <p>The Contractor shall be responsible for any damage to the Works or loss of materials resulting from its activities, its personnel, or its Subcontractors, and shall make good any such loss or damage at its own cost.</p> <p>The Contractor shall ensure that the Works are maintained in a safe and secure condition, and access to the Site shall be controlled to prevent unauthorized entry.</p>
<p>Sub-Clause 17.3 <b>Intellectual and Industrial Property Rights</b></p>	<p>On the first line of the second paragraph, “notice” is replaced with “a Notice”.</p>
<p>Sub-Clause 17.4 <b>Indemnities by Contractor</b></p>	<p>On the third line of the last paragraph, “or Part” is deleted.</p>
<p>Sub-Clause 17.7 <b>Use of Employer’s Accommodation/Facilities</b></p>	<p><b>The following Sub-Clause is added as 17.7:</b></p> <p>“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Employer’s Requirements, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)</p> <p>If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Employer.”</p>

<p>Sub-Clause 18.1 <b>Exceptional Events</b></p>	<p>Sub-paragraph (c) is substituted with: “(c) riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”</p>
<p>Sub-Clause 18.4 <b>Consequences of an Exceptional Event</b></p>	<p>The following added at the end of Sub-Clause 18.4(b) after deleting the “.”: “, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be Provided by the Contractor].”</p>
<p>Sub-Clause 18.5 <b>Optional Termination</b></p>	<p>In sub-paragraph (c), “and necessarily” is inserted after “reasonably”.</p>
<p>Sub-Clause 19.2 <b>Insurance to be provided by the Contractor</b></p>	<p><b>1. Eligible Insurers</b> The Contractor shall be entitled to place all insurances relating to the Contract, including but not limited to those referred to in Clause 19, with insurers from any eligible source country, provided that: (a) all policies comply with the applicable Laws of Sri Lanka; (b) foreign reinsurers may be used; and (c) claims can be handled locally in Sri Lanka to the satisfaction of the Employer.</p> <p><b>2. Deductibles and Coverage</b> The Contractor shall ensure that no deductible is recoverable from the Employer under any circumstances. The scope, coverage, and permitted deductibles for each type of insurance shall be in accordance with the Contract Data.</p> <p><b>3. Local Claims Handling and Employer Indemnity</b> All policies shall allow for claims to be submitted and settled locally in Sri Lanka. The Employer shall be indemnified under all policies against claims, damages, losses, and expenses arising from the Contractor’s execution of the Works, except where such claims result from the Employer’s own acts or omissions.</p>

	<p><b>4. Compliance and Documentation</b></p> <p>The Contractor shall submit all insurance policies, certificates, and related documentation to the Employer for review and approval prior to commencement of the Works. All policies shall remain valid and enforceable for the periods required under the Contract and applicable Laws of Sri Lanka.</p>
<p>Sub-Clause 20.1 <b>Claims</b></p>	<p>In a): “any additional payment” is replaced with “payment”.</p>
<p>Sub-Clause 20.2 <b>Claims for Payment and/or EOT</b></p>	<p>The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”</p>
<p>Sub-Clause 21.1 <b>Constitution of the DAAB</b></p>	<p>Second paragraph: At the end of the first sentence, after deleting the full stop (.), the following is added:</p> <p>“, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix – General Conditions of Dispute Avoidance/Adjudication Agreement.”</p>
<p>Sub-Clause 21.2 <b>Failure to Appoint DAAB Member(s)</b></p>	<p>For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [<i>Constitution of the DAAB</i>]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”</p>
<p>Sub-Clause 21.6 <b>Arbitration</b></p>	<p>In the first paragraph, delete from “international arbitration” up to the end of (c), and replace with:</p> <p>“arbitration. Arbitration shall be conducted in accordance with the Arbitration Act No. 11 of 1995 of Sri Lanka. All proceedings and hearings by the Arbitrator/Arbitrators shall be held in Colombo, Sri Lanka, and the language to be used in all arbitration proceedings shall be English. The venue shall remain the same even if hearings are held virtually or at other locations for convenience, unless mutually agreed by both Parties.”</p>

**Section 9 - Contract Forms (COF)**

DUPLICATE

## List of Contract Forms

Letter of Acceptance

Contract Agreement

Performance Security

Advance Payment Security

DUPLICATE

# Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

To: *[name and address of the Successful Bidder]*

This is to notify you that your Bid dated \_\_\_\_\_ *[date]* for execution of the \_\_\_\_\_ *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Lumpsum EPCC Contract Amount \_\_\_\_\_ *[amount in numbers and words]* \_\_\_\_\_ *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted.

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

The Start Date shall be : \_\_\_\_\_.

The amount of Performance Security is : \_\_\_\_\_.

The deadline for submission of Performance Security is \_\_\_\_\_.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Employer”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works on EPCC basis and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Technical Bid submitted by the Contractor
  - (c) the Letter of Price Bid submitted by the Contractor
  - (d) the addenda Nos \_\_\_\_\_ (if any)
  - (e) the Particular Conditions
  - (f) the General Conditions
  - (g) the Employer’s Requirements
  - (h) the completed Schedules
  - (i) the Bid of the Bidder, and
  - (j) any other documents forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year specified above.

Signed by \_\_\_\_\_ (for the Employer with company seal)

Signed by \_\_\_\_\_ (for the Contractor with company seal)

### Appendix 1: Schedule of Payments

## **Appendix 1 – Schedule of Payments**

*The Milestone Payment Schedule is attached hereto as Appendix 1 to this Agreement.*

*Payments under this Contract shall be made on a Milestone Payment basis.*

*The Milestone Payment Schedule submitted by the Contractor with the Bid, and evaluated, accepted, and agreed by the Employer at the Bid Evaluation stage, shall form an integral part of this Contract.*

*The milestone payments shall be certified and paid in accordance with Sub-Clause 14.4 [Schedule of Payments] and other relevant provisions of the General Conditions and Particular Conditions of Contract.*

*The amounts indicated against each milestone shall be treated as estimated contract values, subject to adjustment in accordance with the extent of actual progress achieved, as determined by the Employer's Representative.*

# Performance Security Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: Chairman  
Ceylon Petroleum Storage Terminals Limited  
Oil Installation  
Kolonnawa  
Wellampitiya  
Sri Lanka

Date: \_\_\_\_\_ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: \_\_\_\_\_ *[Insert guarantee reference number]*

Guarantor: \_\_\_\_\_ *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[Insert name and address of the Contractor]* (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with \_\_\_\_\_ *[Insert name and address of the Employer]* (hereinafter called "the Beneficiary"), for the execution of \_\_\_\_\_ *[Insert Contract name]* (hereinafter called "the Contract").

Furthermore, we \_\_\_\_\_ *[Insert name and address of the Guarantor]* understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract without the Beneficiary 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 \_\_\_\_\_, 2\_\_\_\_, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee shall be governed by the laws of Sri Lanka, and shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

\_\_\_\_\_  
*[signature(s)]*

# Advance Payment Security Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: Chairman  
Ceylon Petroleum Storage Terminals Limited  
Oil Installation  
Kolonnawa  
Wellampitiya  
Sri Lanka

Date: \_\_\_\_\_ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: \_\_\_\_\_ *[Insert guarantee reference number]*

Guarantor: \_\_\_\_\_ *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[Insert name and address of the Contractor]* (hereinafter called “the Applicant”) has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with \_\_\_\_\_ *[Insert name and address of the Employer]* (hereinafter called “the Beneficiary”), for the execution of \_\_\_\_\_ *[Insert Contract name]* (hereinafter called “the Contract”).

Furthermore, we \_\_\_\_\_ *[Insert name and address of the Guarantor]* understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (\_\_\_\_\_) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number \_\_\_\_\_ at \_\_\_\_\_.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent

of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_\_ Day of \_\_\_\_\_, 2\_\_\_\_, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee shall be governed by the laws of Sri Lanka, and shall be subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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*[signature(s)]*

DUPLICATE

## **Section 10 – Drawings and Annexures**

DUPLICATE

## List of Drawings

No	Drawing No.	Title
1	2053 - 1	Layout Plan for Terminal Piping
2	2053 - 2	Terminal Piping - Pipe Segment Details
3	2053 - 3	Terminal Piping - Road Crossing Details
4	2053 - 4	Pipe Segment A2 - A3 Proposed Pipe Rack Near CEB Station
5	2053 - 5	Proposed PIG Station Layout Plan
6	2053 - 6	Terminal Piping Segment D2 – D7, F2
7	2053 - 7	Terminal Piping Segment E2 - E3
8	2053 - 8	Terminal Piping Segment E2 - E4
9	2053 - 9	Terminal Piping Segment F3 - F4
10	2053 - 10	Terminal Piping Segment D9 - D10
11	2053 - 11	Terminal Piping Segment D10 - D11
12	2053 - 12	Terminal Piping Segment C1 - C4
13	2053 - 13	Terminal Piping Segment C5 - C6
14	2053 - 14	Existing Terminal Layout Drawing
15	2057 - 1	Colombo Port to Kolonnawa Terminals
16	2057 - 2	Proposed Culvert Layout
17	2057 - 3	Proposed Culvert at Kolonnawa Road
18	2057 - 4	Proposed Culvert at Stanley Power Plant Entrance Road
19	2057 - 5	Proposed Culvert at Meethotamulla Road
20	2057 - 6	Proposed Culvert at Near J.B. Textile (School Lane)
21	2057 - 7	Proposed Culvert at Awissawella Road
22	2057 - 8	Proposed Culvert at Kambikotuwa New Road
23	2057 - 9	Proposed Culvert at Nagalagam Street
24	2057 - 10	Proposed Culvert at Prince of wales Road
25	2057 - 11	Proposed Culvert at Jayantha Mallimarachchi Road
26	2057 - 12	Proposed Culvert at Blumandhal Road
27	2057 - 13	Port Inside Segment
28	2057 - 14	Sectional View of Proposed Culvert

## List of Annexures

<b>Annexure No.</b>	<b>Title</b>
<b>Annexure-1</b>	Colombo Harbour – DTB and Offshore Drawings
<b>Annexure-2</b>	Extract from Feasibility Report – Construction of Box Culvert across Railway Tracks - Orugodawaththa
<b>Annexure-3</b>	Report on Design of Permanent Support Systems for Existing Oil Pipes
<b>Annexure-4</b>	Colombo Harbour – Onshore pipelines and pipe racks Drawings

DUPLICATE