

Invitation for Bids

DEVELOPMENT & UPGRADING OF AVIATION REFUELLING TERMINAL & THE EXISTING FUEL HYDRANT SYSTEM AND INSTALLATION OF A FUEL HYDRANT SYSTEM AT NEW APRON-E IN PAR WITH PHASE II STAGE 2 DEVELOPMENT PROJECT OF BANDARANAIKE INTERNATIONAL AIRPORT (BIA), KATUNAYAKE, SRI LANKA

B/08/2015

1. The **Chairman, Standing Cabinet Appointed Procurement Committee (SCAPC) on behalf of Ceylon Petroleum Corporation (CPC)** invites sealed Bids from eligible International bidders, who have carried out aviation fuel infrastructure development and construction works for EPC/Turnkey Projects at live/in operation international airports, to perform design, procurement, construction, testing & commissioning works, for the project "Development & Upgrading of Aviation Refuelling Terminal & the Existing Fuel Hydrant System and Installation of a Fuel Hydrant System at New Apron-E in par with Phase II Stage 2 Development Project of BIA" at the BIA, Katunayake, Sri Lanka.
2. This turnkey contract shall cover construction of a new Fuel Hydrant System for "Apron E" for aircraft refuelling including the associated facilities such as Emergency Shut Down System, Leak Detection System, Cathodic Protection System, Valve Chamber Lighting, Instrumentation, Gauging & Automation etc. The existing Aviation Fuel supply facility of CPC at BIA needs to be upgraded, modified and further developed in parallel with the proposed fuel hydrant system of Apron E to cater the increasing demand. The works shall include but not limited to the modification & upgrading of fuel hydrant piping of existing aprons (A, B & C) enabling looping to create independent operational flexibility, increasing fuel hydrant pump capacities, modification & upgrading of electrical and instrumentation systems, controls and automation, construction of additional two (02) more Jet fuel storage tanks each minimum 2,600 m³ capacity, associated civil works including cutting and reinstating the concreted areas of the existing apron A, B & C for fuel hydrant pipeline modifications and laying, construction of new administration building, construction of new utility & service building complex, extension & amalgamation of pump houses and main switch room, construction of refuelling vehicle parking canopies, external & internal civil works etc. The estimated construction period will be 2 ½ years (30 months) due to the fact that current airport operations need to be continued without interruptions while temporarily closing sections of the apron areas during the existing fuel hydrant modification stage. However the fuel hydrant system within the apron "E" area shall be immediately commenced on priority basis once the site is ready for excavation and to be completed within six (06) months' time period to enable airport contractor to continue construction of the apron without disturbance.
3. "Instruction to Bidders" could be downloaded from www.ceypetco.gov.lk for review only. Complete Bid documents could be inspected and acquired from the Procurement & Stores Function at the address given below from 0900 hrs. to 1500 hrs. Sri Lanka standard time up to 28th July 2015. Companies or their authorized representatives can obtain the Bid documents on payment of a non refundable Bid deposit of Sri Lankan Rs. 50,000/= plus applicable taxes and by submitting a request letter from the bidder.

**Procurement & Stores Function
Ceylon Petroleum Corporation
01st Floor, No.609,
Dr. Danister de Silva Mawatha,
Colombo 09,
Sri Lanka**

4. The eligible bidders shall comply with the following minimum qualification criteria.
 - Average annual volume of construction works performed in last five years shall be at least US\$ 36 Million;
 - Experience of performing minimum of two (02) turnkey contracts of similar nature and complexity (including live/in operation international airports) equivalent to the Works over the last ten (10) years [one work shall be fully completed within an ACI (Airport Council International) Top 100 Airport rated for the last ten (10) years and the other one shall be completed within any other International Airport]
 - The minimum amount of Liquid Assets or credit facilities required is US\$ 6 Million
5. Interested parties may contact Manager (Procurement & Stores) by Fax: +94-11-5455424, Tel. +94-11-5666225 or +94-11-5455330, E-mail: rajapakse@ceypetco.gov.lk for further information /clarifications and arrangement of pre-bid meeting which has been scheduled **at 10.00 hrs on 21st July 2015.**
6. Bid documents will be issued **from 18th June 2015 up to 1500 hrs. on 28th July 2015.**
7. Sealed perfected Bids should be hand delivered or posted under registered cover to reach **on or before 1400 hrs. Sri Lanka standard time on 10th September 2015** to the address given below.

**Chairman,
Standing Cabinet Appointed Procurement Committee (SCAPC),
C/o. Manager (Procurement & Stores),
Procurement & Stores Function,
Ceylon Petroleum Corporation,
01st Floor, No.609, Dr. Danister de Silva Mawatha,
Colombo 09,
Sri Lanka**

8. Bids shall be valid up to 147 days from the date of closing of Bids.
9. All bids must be accompanied by a bid security of US\$ 600,000/=.
10. Bids can be submitted with and/or without funding options.
11. Bidders or their authorized representatives are requested to be present at the opening of bids.

**Chairman,
Standing Cabinet Appointed Procurement Committee (SCAPC),
Ceylon Petroleum Corporation,
01st Floor, No.609, Dr. Danister de Silva Mawatha,
Colombo 09,
Sri Lanka**

CEYLON PETROLEUM CORPORATION



**Development & Upgrading of Aviation Refuelling
Terminal & the Existing Fuel Hydrant System and
Installation of a Fuel Hydrant System at new Apron-E in
par with Phase II Stage 2 Development Project of
Bandaranaike International Airport, Katunayake, Sri
Lanka**

BIDDING DOCUMENT

VOLUME – I

Section – I

Section – III

Section – V

Aviation Function,
Ceylon Petroleum Corporation,
Bandaranayake International Airport,
Katunayake,
Sri Lanka.

June 2015

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Disclaimer

This Bidding Document has been prepared in combining with the Guidelines of the National Procurement Agency (NPA) of the Democratic Socialist Republic of Sri Lanka, Guidelines for Design and Build contracts of the Institute for Construction, Training and Development (ICTAD) of the Ministry of Construction, Engineering Services, Housing and Common Amenities of Sri Lanka and the Guidelines for EPC/Turnkey Projects of FIDIC.

The information given in this Bidding Document is furnished by Ceylon Petroleum Corporation (CPC) in good faith. The CPC disclaims all or any responsibility what so ever to anyone for missing information of this Bidding Document or for any wrong representation or wrong statement herein, whether express or implied.

Without prejudice to the generality of the foregoing, this Bidding Document does not contain , nor does the CPC, or Representatives of the CPC, make any promise, representation or warranty whatsoever, whether express or implied (and no such Representatives have any authority to make such representations and warranties), that information contained in this Bidding Document is accurate, complete or reasonable or that it constitutes all the information necessary to prepare a Proposal develop and upgrade the Aviation Refuelling Terminal and the Existing Fuel Hydrant System and the installation of a Fuel Hydrant System at new Apron-E in par with Phase II Stage 2 Development Project of Bandaranaike International Airport (BIA).

All such persons expressly disavow any obligation or duty (whether in contract, trot or otherwise) to any Bidder and disclaim any and all liability based on or relating to any such information or representations or warranties (express or implied) contained in, or errors or omissions from, this Bidding Document or based on or relating to the use of this Bidding Document or any other written or oral communication transmitted to or information provided to or otherwise acquired by a Bidder.

Each Bidder accepts full responsibility for Design, Procurement, Building, Testing, Commissioning and Handover to CPC a Fully Functional Aviation Refuelling Terminal facilities & Fuel Hydrant System for each apron. No Bidder is entitled to rely on the involvement of the CPC or Representatives of CPC in the preparation of their Bid Proposal or in the solicitation process as a basis for bidding on or developing and upgrading the facility.

In submitting a Bid Proposal in response to this Bidding Document, the Bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the Bid Proposal, nor any statement made orally or in writing by any person or party shall have the effect of negating or superseding any of the disclaimers on this page.

Queries relating to the information contained in this Bidding Document shall be directed only to the contact persons referred to herein in the circumstances stated. No other person, whether employee, agent, adviser or other, has been authorized to give any information or to make any representations in respect of the Bidding Document or the project and, if given or made, such information or representation may not be relied upon as having been authorized by the CPC.

This Bidding Document is confidential and personal to you. It is provided to you on the understanding that it is not be duplicated or distributed to any other person.

SECTION - I

INSTRUCTIONS TO BIDDERS

A - General

1. Scope of Bid
 - 1.1 The Employer, as defined in Bidding Data, hereinafter “the Employer,” wishes to receive bids for the Design, Construction, Testing, Commissioning and Remedying Defects of Works specified in the Bidding Data, and as described in the Employer’s Requirements (Section VI), hereinafter referred as “the Works”
 - 1.2 The Successful bidder will be expected to complete the Works within the Time for completion specified in the Bidding Data. If the Contractor fails to complete the Works during that period the Contractor shall pay delay damages to the Employer as specified in Bidding Data. The Defects Notification Period for remedying Defects is given in Bidding Data.
2. Source of Funds
 - 2.1 CPC as the employer of the project consider exploring the possibilities of obtaining a credit facility from the respective bidders. Therefore, bidders are encouraged to submit funding proposals for the project separately with the details of repayment, interest rate, grace period etc. CPC has the final authority whether to award the tender with or without financing. The Technical Evaluation Committee (TEC) and the Standing Cabinet Appointed Procurement Committee (SCAPC) will evaluate the bids without financing and with financing separately.

Since various bidders could propose various options with funding and without funding, in order to bring various proposals such as different rates of interest, maturity period etc. the TEC and SCAPC will use internationally accepted tools and techniques such as NPV, IRR, Payback Period etc. to bring the various proposals to the same basis. The discount rate approved by the Central Bank of Sri Lanka on the date of closing of bids will be used for the evaluation of credit proposals. Bidders are expected to bid with or without funds since selection is done based on purely the total benefit to CPC.

Depending on the types of fund proposals the SCAPC will recommend to the Cabinet of Ministers whether it is beneficial to CPC to accept the bids with funding or without funding. Decision of recommending to award the contract with or without funding shall be at the sole discretion of the SCAPC.
3. Eligible Bidders
 - 3.1 All bidders shall confirm in Section VII (Form of Bid), Section VIII (Schedules), a statement that the Bidder (including all members of a joint venture and sub-contractors) is not associated directly or indirectly in the preparation of the bidding document.
 - 3.2 Foreign bidders can submit bids as specified in Bidding Data

4. Qualification of the Bidders

4.1 All bidders shall include the following information and documents with their Bid in Section VIII (Schedules):

(a) Certified copies of original documents defining the constitution or legal status, place of registration, and principle place of business; written power of attorney of the signatory to the Bid to commit the Bidder;

(b) All bidders shall include the following information and documents as a minimum with their bids in Section VIII (Schedules):

i. Reports on the financial standing of the Bidder, such as full set of audited financial statements for the immediate past five (05) years;

ii. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources including a bank reference letter);

iii. Total monetary value of construction work performed for each of the last ten (10) years;

iv. Significant Experience in works of a similar nature consisting of aviation fuel infrastructure design according to international standards i.e. EI (EI1530, EI 1540, EI 1560 etc.), JIG (JIG 1 & JIG 2 etc.), API, ASME, NFPA, IEC, IEE, BS etc. and construction works including experience of working on live/in operation airports and size for each of the last ten (10) years, and details of work under way or contractually committed;

Copies of the relevant JIG Inspection Certificates of the above airports and subsequent Performance Certificates issued by the Clients shall be provided to prove the compliance.

v. Major items of construction equipment proposed to carry out the Contract; if any special equipment required (e.g.: Micro tunneling or HDD equipment) is locally not available, sourcing arrangement of such equipment shall be clearly indicated in the bid proposal.

vi. Qualification and experience of key Design Team, and Site Management and Technical Personnel proposed for the Contract; Key personnel at site shall include but not limited to a qualified and experienced Project Manager, Construction Manager, Project Planner, HSE Manager,

Project Quality Manager, Project Engineers in the disciplines such as Civil, Mechanical, Electrical, Control & Automation and any other subject matter experts in the relevant disciplines.

The Design Team shall be dedicated to Aviation Fuel Infrastructure development works for the last five (05) years, and the core team should consist of minimum of five (05) key staff members covering Mechanical, Electrical, Control & Automation, Civil, Process and Aviation Fuel Quality.

Any Designer or Contractor shall engage a JIG accredited Inspector to ensure compliance with JIG Standards from Design to Startup. Membership details of the JIG accredited Inspector shall be provided in the CV.

The offers submitted shall include detailed CV's of all the professionals and technical staff including JIG accredited Inspector proposed for this project, covering their qualifications and experience in the relevant fields including employees of subcontractors if any, who are involved in the project execution and in decisions making having a bearing on the project execution. The contractor shall be held responsible not to change key personnel during the project execution period. However contractor shall take every endeavor to make such replacements with similar or better replacement at least three (03) months prior notice. The substitute key personnel shall work at least two (02) months overlap period with the outgoing key personnel.

- vii. Information regarding any litigation, current or during the last five (05) years, in which the Bidder or any partners of a joint venture are involved, the parties concerned, and disputed amount;
- viii. Proposals for subcontracting components of the Works amounting to more than 10 percent of the contract amount; and
- ix. Proposals for work methods, staffing and schedules, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to Employer's requirements and the completion time described in the bidding documents.

4.2 All bidders shall include the following information and documents with their Bid in Section VIII (Schedules):

- (a) The Bid shall include all the information listed in Sub-Clause 4.1 above for each joint venture partner;
- (b) The Bid and, in case of successful bid, the Contract Agreement shall be signed so as to be legally binding on all partners;
- (c) All partners shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms;
- (d) One of the partners shall be nominated as being a partner in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture;
- (e) The execution of the entire Contract, including payments, shall be done exclusively with the partner in charge; and
- (f) A copy of agreement entered into by the joint venture partners shall be submitted with the Bid. All such copies shall be properly certified by an attorney at law.

4.3 To qualify for the award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) Average annual volume of construction work performed in last five (05) years shall be at least the amount specified in Bidding Data;
- (b) Experience as a contractor in the construction of at least two contracts of a similar nature and complexity (including live/in operation international airports) equivalent to the Works over the last ten (10) years [one work shall be fully completed within an ACI (Airport Council International) Top 100 Airports rated for aircraft movements for the last ten (10) years and the other one shall be completed within any other International Airport];
- (c) Proposals for the timely acquisition (own, lease, hire, etc) of the essential equipment if any specified in Bidding Data;
- (d) Each key personnel at Site specified under the sub clause 4.1 (b) (vi) shall have minimum five (05) years' experience in works of an equivalent nature and volume, including no less than three (03) years' work experience in the same designation specified in this bid document;
- (e) Each of the proposed design team members specified under the sub clause 4.1 (b) (vi) should have experience and carried out of design of aviation fuel infrastructure in compliance with JIG standards for minimum five (05) years, of at least two

works of a similar nature and complexity equivalent to the task for which they are proposed for.

- (f) Liquid assets and/or credit facilities net of other contractual commitments and inclusive of any advance payments which may be paid under the contract, of not less than the amount specified in Bidding Data; and
- (g) A consistent history of litigation or arbitration awards against the Bidder or any partner of a joint venture may result in disqualification.

4.4 The construction volume for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-Clause 4.3(a), (b), (f) and (g); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 4.3(a), (b), (f) and (g); and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractor's experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.

5. One Bid per Bidder 5.1 Each Bidder shall submit only one Bid either by himself, or as a partner in a joint venture. A Bidder who submits or participate more than one Bid will be disqualified.

6. Cost of Bidding 6.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. Site Visit 7.1 The Bidders are advised to visit and examine the Site of Works and its surroundings and obtain for himself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.2 The Employer may conduct a Site visit concurrently with the pre-bid meeting referred to in Clause 17.

B – Bidding Documents

8. Content of Bidding Document 8.1 The Bidding documents are those stated below, and should be read in conjunction with any addenda issued in accordance with Clause 10:

Volume I

Disclaimer

Section I -Instructions to Bidders

Section III -Conditions of Contract

Section V -Standard Forms

Volume II

Invitation for Bids

Section II -Bidding Data

Section IV -Contract Data (Deleted)

Section VI -Employer's Requirements

Section VII -Form of Bid

Section VIII -Schedules

Volume III

Section IX -Schedule of Prices

9. Clarification of

Bidding Document

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile or by Email at the Employer's address indicated in Bidding Data. The Employer will respond to any request for clarification, which receives on or before 04th August 2015. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

10. Amendment of

Bidding Document

10.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 8.1, and shall be communicated in writing or by facsimile to all purchasers of the bidding documents. Prospective bidder shall promptly acknowledge receipt of each addendum to the Employer.

10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend as necessary the deadline for submission of Bids, in accordance with Clause 20.

C – Preparation of Bids

11. Language of Bid

11.1 The Bid, and all correspondence and documents related to the Bid exchanged by the Bidder and the Employer shall be written in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Bid, the English translation shall prevail.

12. Documents Comprising the Bid

12.1 The Bid submitted by the Bidder shall comprise all the documents described under Clause 19 and any other information requested in the Employer's Requirements.

13. Bid Prices

13.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole works as described in Sub-Clause 1.1, based on the lump sum price submitted by the Bidder.

13.2 Depending on the Bidder's proposal, the Bidder shall fill all relevant items in the price schedules required for the works. Bidders may add any new activities items which are not included in the price schedules, but are needed to complete the works in accordance with bidder's proposal and carry them to the Bid Price.

13.3 All duties, taxes, and other levies payable by the contractor under the Contract, or for any other clause, as of the twenty eight (28) days prior to the deadline for submission of Bids, shall be included in the Bid Price.

CPC wishes to obtain a Tax waiver for the imported items except vehicles; however CPC shall not be liable for the business / corporate tax payments of the contractor even if the tax waiver is granted.

13.4 Unless otherwise provided in the Bidding data, the lump sum price quoted by the bidder shall not be subjected to adjustment during the performance of the Contract.

14. Currencies of Bid and Payment

14.1 The prices shall be quoted by the Bidder in Sri Lanka Rupees or United State Dollars (US\$) or in both currencies as appropriate. For the comparison purpose Sri Lanka Rupee value will be converted to United State Dollars using the prevailing exchange rate applicable on the date of the opening of the bid.

15. Bid Validity
- 15.1 Bids shall remain valid for the period stipulated in the Bidding Data.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request from the bidders to extend the period of bid validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A bidder may refuse the request without forfeiting its Bid security. A Bidder agreeing to the request will not be required to modify its Bid, but will be required to extend the validity of its Bid Security for the period of extension, and in compliance with Clause 16 in all respects.
16. Bid Security
- 16.1 The Bidder shall furnish, as part of its Bid, a Bid security in the amount stipulated in the Bidding Data.
- 16.2 The format of the Bid security should be in accordance with the specimen form of bid security included in the bidding document. Bid security shall be valid for the period given in the Bidding data.
- 16.3 Any Bid not accompanied by an acceptable Bid security shall be rejected by the employer as non-responsive. The bid security of a joint venture shall be issued so as to commit fully all partners to the proposed joint venture.
- 16.4 The Bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty eight (28) days after the expiration of the period of Bid validity.
- 16.5 The Bid security of the successful bidder will be returned when the bidder has signed the agreement and furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited:
- (a) If the Bidder withdraws its bid, except as provided in Sub-Clause 22.2;
 - (b) If the bidder does not accept the correction of its Bid price, pursuant to Sub-Clause 28.1; or
 - (c) In the case of a successful Bidder, if he fails within the specified time limit to:
 - i. Sign the agreement; or
 - ii. Furnish the required Performance Security
 - iii. The Financer, if any proposed by the Bidder fails to enter into an agreement with the CPC, within twenty eight (28) days of informing do so.
- 16.7 The Bid security shall be issued by a recognized commercial Bank in Sri Lanka or a foreign bank with the guarantee confirmed by a

recognized commercial bank operating in Sri Lanka, and approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum specified in Bidding Data.

17. Pre-Bid Meeting
- 17.1 Bidder's designated representative(s) is invited to attend a Pre-Bid meeting, which will take place at the venue and time specified in the Bidding Data.
 - 17.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
 - 17.3 The Bidders are requested, as far as possible, to submit any questions in writing or by facsimile, to reach the Employer not later than one (01) week before the pre-bid meeting. It may not be practicable at the meeting to answer all the questions received later or at the time of the meeting. Any further clarifications to be sought after the pre-bid meeting shall be made within fourteen (14) days after the meeting. All questions raised at the pre-bid meeting or under Clause 9.0 will be responded to in writing by the Employer.
 - 17.4 Minutes of Pre-Bid meeting and the responses to the clarifications shall form part and parcel of the contract.

18. Format and Signing of Bid

- 18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 19 of the Instructions To Bidders. In addition, the Bidder shall submit a copy of the bid, as described in Clause 19. In the event of discrepancy between them, the original shall prevail. The bid shall be sealed in accordance with Clause 19.
- 18.2 The original and the copy of the bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initiated by the person or persons signing the bid.
- 18.3 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initiated by the person or persons signing the Bid.

D – Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidder shall submit the Bid under two separately sealed envelopes as follows:

- i. The first envelope shall be clearly marked **“ENVELOPE 1- GENERAL INFORMATION & TECHNICAL PROPOSAL”** and warning **“DO NOT OPEN, UNTIL 14.00 HRS. ON 10TH SEPTEMBER 2015 (TENDER CLOSING DATE)”** and shall include separately sealed inner envelope of the original and copy of the General Information & Technical proposal;
- ii. The second envelope shall be clearly marked **“ENVELOPE 2 - PRICE PROPOSAL”** and warning **“DO NOT OPEN, WITH THE GENERAL INFORMATION & TECHNICAL PROPOSAL”** and shall include separately sealed inner envelope of the original and copy of the price proposal including a funding proposal if any;

19.2 The Bidder shall seal the original and the copy of the “General Information & Technical Proposal” in two separate covers, duly marked as **“ORIGINAL OF THE GENERAL INFORMATION & TECHNICAL PROPOSAL”** and **“COPY OF THE GENERAL INFORMATION & TECHNICAL PROPOSAL”**. The two covers shall then be sealed as inner covers in the Envelope 1 described under Sub-Clause 19.1 (a) above. The original cover shall include the originals and the copy shall include copies of the following:

- i. Volume I of the Bidding Document
- ii. Invitation to Bid
- iii. Section II - Bidding Data
- iv. Section VI - Employer’s Requirement
- v. Power of Attorney for the signatory of the bid;
- vi. Granting authority for the signing of the Bid documents and for the contract agreement if the bid is accepted by CPC, in case of a Company, the board resolution of the company or a documented decision of the partners in a partnership as the case may be.
- vii. Duly filled and signed Form of Bid;
- viii. Bid Security in the format submitted, for the specified amount.
- ix. Duly filled Schedules
- x. Duly signed CVs of Key Site Management, Technical & Design Team
- xi. Technical Literature, catalogues, brochures of all offered items, published by the manufacturers.
- xii. Arbitration / Litigation history for the past ten (10) years (a brief narrative of the significant legal proceedings by or

- against the bidder along with the reference numbers and the outcome if concluded)
- xiii. Certified copies of the Memorandum and Articles of Association of the Company or the partnership agreement as the case may be of the Bidder.
 - xiv. The audited profit and loss accounts and the balance sheet for the five (05) financial years immediately preceding the date of Bid and names of three (03) banks or other financial establishments from whom reference could be obtained.
 - xv. Other information listed in Bidding Data,
 - xvi. Any other information bidder may wish to include

This information will be critical for the evaluation of the offer submitted. Lack of submission of all the requested information will make the bid liable for disqualification and finally for rejection of the offer. All documentation and correspondence with respect to the bid shall be in English language. All the copies of the certificates accompanied by the bid shall be certified by attorney at law.

19.3 The Bidder shall seal the original and the copy of the Price Proposal in two separate covers, duly marked as **“ORIGINAL OF PRICE PROPOSAL”** and **“COPY OF PRICE PROPOSAL”**. The two covers shall then be sealed as inner cover in the Envelope 2 describer under Sub-Clause 19.1 (b) above. The original cover shall include the originals and the copy shall include copies of the following:

- i. Duly filled “Section IX – “Schedule of Prices” including soft copy
- ii. Funding Proposal if any

19.4 All inner and outer envelopes/covers shall:

- a. Be addressed to the Employer at the address provided in the Bidding Data;
- b. Bear the name and identification number of the Contract as defined in Bidding Data; and
- c. Provide a warning as specified in the Sub-Clause 19.1

19.5 In addition to the identification required in Sub-Clause 19.4 (b), all inner covers shall indicate the name and address of the Bidder to enable the Bid to be returned unopened.

19.6 If the outer cover is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

20. Deadline for Submission

for Bids

- 20.1 Bids must be received by the Employer at the address specified in Invitation for Bids no later than the time and date stipulated in the bidding data.
- 20.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 10, in which case all rights and obligations of the Employer and the Bidders previously subjected to the original deadline will thereafter be subjected to the deadline as extended.

21. Late Bids

- 21.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 20 will be returned unopened to the bidder.

22. Modification, Substitution and Withdrawal of Bids

- 22.1 The bidder may modify, substitute, or withdraw its bid after Bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of Bids.
- 22.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of Clause 18 & 19, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal," as appropriate.
- 22.3 No Bid may be modified by the Bidder after the deadline for submission of Bids.
- 22.4 Withdrawal of a Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity may result in the forfeiture of the Bid security pursuant to Sub-Clause 16.

E – Bid Opening and Evaluation

23. Bid Opening

- 23.1 The Employer will open the bids, including withdrawals and modifications made pursuant to Clause 24, in the presence of bidders' authorized representatives who choose to attend, at the time, date, and location stipulated in the Bidding data.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened. Subsequently, all envelopes

marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail.

23.3 The Bidders Names, presence (or absence) or Modification to Bid and withdrawals, the presence (or absence) of Bid Security, and any other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Subsequently, all information marked "Modification to Envelope 1-General information & Technical Proposal" shall be opened and the submission therein read out in appropriate detail. No bid shall be rejected at Bid opening except for late bids pursuant to Clause 21.

23.4 The envelopes marked "Envelope 1- General Information & Technical Proposal" and "Modification to Envelope 1- General Information & Technical Proposal" will be opened by the evaluators with the commencement of evaluation of envelopes marked "Envelope 1- General Information & Technical Proposal".

23.5 The envelopes marked "Envelope 2-Price Proposal" will be opened after completing the evaluation of envelope marked "Envelope 1- General Information & Technical Proposal", in the manner described in Sub-Clause 27.6 and Sub-Clause 27.7.

24. Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendation for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the Bidder's Bid.

25. Clarification of Bids

25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at its discretion, ask any Bidder for clarification of its Bid, including breakdowns of prices. The request for clarification and response shall be in writing or by facsimile, but no change in the price of the Bid shall be sought, offered, or permitted.

Since this scope is a work of specialized technology and experience, in order to improve the competition SCAPC has the right to seek clarifications and allow bidders to complete any incomplete requirements within a reasonable time as decided by the SCAPC.

26. Examination of Bids and Determination of responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) meets the eligibility criteria; (b) has been properly signed; (c) is accompanied by the required securities; (d) is substantially responsive to the requirements of the bidding documents; and (e) provides any clarifications and/or substantiation that the employer may require to determine responsiveness pursuant to Sub-Clause 26.2.
- 26.2 A substantially responsive Bid is one that conforms to all terms, conditions, and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidders obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.
- 26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Evaluation and Comparison of Bids

- 27.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26.
- 27.2 Evaluators of envelope marked "Envelop 1- General Information & Technical Proposal" shall have no access to the envelope marked "Envelop 2- Price Proposal" until the technical evaluation, is concluded. The Employer, evaluates the Envelop 1- General Information & Technical Proposal on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 27.3 and 27.4
- 27.3 During the evaluation of Envelop 1, the Employer will determine whether the Bidders are qualified and whether technical aspects are substantially responsive to the requirements set forth in the bidding document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the bidding documents, taking into account the following factors (but not limited to):

(a) Qualification

- (i) The determination will take into the Bidder's financial and production capabilities and past performance; it will be based upon an examination of the documentary evidence of the Bidder's qualification submitted by the Bidder's as well as such other information as the Employer deems necessary and appropriate;
- (ii) The Employer will examine whether the Bidder is satisfying the minimum criteria given under Sub-Clause 4.3; and
- (iii) An affirmative determination under 27.3 (a) ii above, will be a prerequisite for the Employer to continue with the evaluation of the Envelope 1; a negative determination will result in rejection of the Bid.

(b) Technical

The determination will take into account the Bidder's General Information & Technical Proposal with special attention given to the following and will be assigned a technical score based on the point system and the criteria given in Sub-Clause 27.4:

- (i) Overall completeness and compliance with the Employer's Requirements; and deviations/ shortcomings from or the Employer's Requirements,
- (ii) The Design Team, Site Management and Technical Personnel
- (iii) Work Plan and Methodology,
- (iv) Compliance with the time schedule

27.4 The following point system will be used for evaluation of the technical responsiveness of bid proposals.

Table 1: Criteria and Points System for evaluation of Bidder

Category	Criteria	Maximum Points	Minimum Required
(i)	Specific Construction experience of the bidder in similar nature works (live/in operation international airports) in last ten (10) years with relevant JIG Inspection Certification	45	35
(ii)	Specific Construction experience of the bidder for the Aviation Fuel Farm & Fuel Hydrant System infrastructure development works (Greener /new international airports) in last ten (10) years with relevant JIG Inspection Certification	10	-
(iii)	Specific experience of key Site Management and Technical Personnel proposed for the Works	10	7.5
(iv)	Experience of the key Members of the Design Team proposed for the Works	10	08
(v)	Overall compliance with the requirements of the bidding document	08	5.5
(vi)	Work Programs and Time Schedules	12	09
(vii)	Any other improvements to the Employer's Requirements, suggested by the Bidder	05	-
	Total	100	65

The following Sub-Criteria will be used in assigning points to (v), (vi) and (vii) above

- (a) Satisfactory - 50%
- (b) Good - 75%
- (c) Very Good - 100%

Allocation of points

27.4.1 In allocating points for category (i) in above Table 1.

Projects with similar nature & complexity (live/in operation international airports) and completed within last ten (10) years. The point allocation system under the category (I) will be as follows;

- Fully completed project within ACI Top 100 Airport - 25 points
 - completion of the project - 18 points
 - relevant JIG Inspection Certification - 07 points
- Fully completed project within any other International Airport - 10 points
 - completion of the project - 07 points
 - relevant JIG Inspection Certification - 03 points
- Each additional fully completed projects within ACI Top 100 Airports - 15 points per project
 - completion of the project -10 points per project
 - relevant JIG Inspection Certification -05 points per project
- Each additional fully completed projects within any other international Airport- 05 points per project
 - completion of the project -03 points per project
 - relevant JIG Inspection Certification -02 points per project

27.4.2 In allocating points for category (ii) in above Table 1

Aviation Fuel Farm & Fuel Hydrant System infrastructure development Projects (for Greener /new international airports) completed within last ten (10) years. The point allocation system under the category (ii) will be as follows;

- Fully completed projects within International Airports - 05 points per project
 - completion of the project - 03 points
 - relevant JIG Inspection Certification - 02 points

27.4.3 In allocating points for category (iii) in above Table 1

Each key member of Site Management and Technical Personnel proposed for the Works will be evaluated using the following Sub-Criteria:

- General qualifications -25%
 - Basic Degree -20%
 - Post Graduate Degree -25%

- Total experience -25%
 - Experience Specified -20%
 - Above specified 1% for each year

- Experience related to the task -50%
 - Experience Specified -35%
 - Above specified 2% for each year

The employer will consider the experience of each key individual member of the team and will evaluate their experience as given in Table-2 below. The bidder to qualify shall obtain the minimum points given under each sub category and against each individual member of the team. If a bidder has obtained the minimum required points against each sub category but fails to satisfy the minimum required for each individual, his bid will be rejected.

Table – 2 Points system for evaluating category (iii) in Table - 1
Key site Management and technical personnel

Specialist	Maximum Points	Minimum Required
Project Manager Degree in Engineering with PMP or equivalent: 15 years post graduate experience of which at least 6 years of experience in working in Aviation fuel terminal & fuel hydrant system infrastructure development projects	02	1.5
Construction Manager Degree in Engineering or equivalent: 8 years' experience of which at least 3 years of experience in working in Aviation fuel terminal & fuel hydrant system infrastructure development projects	01	0.75
Project Planner Degree in Engineering or equivalent: 8 years' experience of which at least 3 years of experience in project planning Aviation fuel terminal & fuel hydrant system infrastructure development projects	01	0.75
HSE Manager Degree in Engineering or equivalent: 8 years' experience of which at least 3 years of experience in HSE management of Aviation fuel terminal & fuel hydrant system infrastructure development projects	01	0.75

Project Quality Manager Degree in Engineering or equivalent: 8 years' experience of which at least 3 years of experience in quality control & quality assurance of Aviation fuel terminal & fuel hydrant system infrastructure development projects	01	0.75
Civil Engineer Degree in Civil Engineering or equivalent: 8 years' experience of which at least 3 years of experience in civil construction & supervision of Aviation fuel terminal & fuel hydrant system projects	01	0.75
Mechanical Engineer Degree in Mechanical Engineering or equivalent: 8 years' experience of which at least 3 years of experience in Mechanical installations of Aviation fuel terminal & fuel hydrant system projects	01	0.75
Electrical Engineer Degree in Electrical Engineering or equivalent: 8 years' experience of which at least 3 years of experience in Electrical installations of Aviation fuel terminal & fuel hydrant system projects	01	0.75
Control & Automation Engineer Degree in Electrical & Electronics / Instrument Engineering or equivalent: 8 years' experience of which at least 3 years of experience in Control & Instrument installations of Aviation fuel terminal & fuel hydrant system projects	01	0.75

27.4.4 In allocating points for category (iv) in above Table 3

Each key Members of the Design Team for the Works will be evaluated using the following Sub-Criteria:

- General qualifications - 25%
 - Basic Degree - 20%
 - Post Graduate Degree - 25%
- Total experience - 25%
 - Experience Specified - 20%
 - Above specified 1% for each year
- Experience related to the task - 50%
 - Experience Specified - 40%
 - Above specified 2% for each year

The employer will consider the experience of each key individual member of the team and will evaluate their experience as given in Table-2 below. The bidder to qualify shall obtain the minimum points given under each sub category and against each individual member of the team. If a bidder has obtained the minimum required points against each sub category but fails to satisfy the minimum required for each individual, his bid will be rejected.

Table – 3 Points system for evaluating category (iv) in Table – 1
Key site Management and technical personnel

Specialist	Maximum Points	Minimum Required
Mechanical Engineering Design Team Leader Degree in Mechanical Engineering or equivalent: 8 years' experience of which at least 5 years of experience in designing mechanical engineering works of Aviation Fuel Infrastructure development Projects	1.5	1.2
Electrical Engineering Design Team Leader Degree in Electrical Engineering or equivalent: 8 years' experience of which at least 5 years of experience in designing electrical engineering works of Aviation Fuel Infrastructure development Projects	1.5	1.2
Control & Automation Engineering Design Team Leader Degree in Electrical & Electronics/Instrument Engineering or equivalent: 8 years' experience of which at least 5 years of experience in designing control & automation engineering works of Aviation Fuel Infrastructure development Projects	1.5	1.2
Civil Engineering Design Team Leader Degree in Civil Engineering or equivalent: 8 years' experience of which at least 5 years of experience in designing civil engineering works of Aviation Fuel Infrastructure development Projects	1.5	1.2
Process & Aviation Fuel Quality Design Team Leader Degree in Mechanical , Chemical Engineering or equivalent: 8 years' experience of which at least 5 years of experience in designing process and aviation fuel quality systems of Aviation Fuel Infrastructure development Projects	1.5	1.2

JIG Accredited Inspector		
Degree in Engineering or equivalent: 15 years' experience of which at least 5 years of experience as a JIG Accredited Inspector	2.5	2.0

27.5 Each responsive General information & Technical Proposal will be given a technical score (St) as above. A proposal shall be rejected at this stage if it does not respond to important aspects of the employer's Requirements or if it fails to achieve a minimum overall total 65 points other than categories (ii) & (vii) given in Sub-Clause 27.4

27.6 After the evaluation of Envelope 1 is completed, the employer shall notify those Bidders whose General Information & Technical Proposal did not meet the minimum qualifying mark or were considered non responsive to the employer's Requirements, indicating that their envelope marked 'Envelope 2- Price Proposal' will be returned unopened after completing the selection process. The employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked 'Envelope 2- Price Proposal' The notification may be sent by registered letter, e-mail or facsimile.

27.7 The Envelope 2 shall be opened in the presence of the bidder's representatives who choose to attend. The name of the Bidder, Bid prices together with any discounts offered shall be read aloud and recorded when the Envelopes marked 'Envelope 2-Price Proposal' are opened.

27.8 In evaluating the Financial Proposal, the Employer will determine for each Bid the Evaluated Bid price by adjusting the Bid Price as follows:

- a) Excluding Provisional Sums
- b) Correct the arithmetical errors in-pursuant to Clause 28;
- c) making an appropriate adjustment on sound technical and/or financial ground for any other quantifiable acceptable variations, Deviations or alternative offers;
- d) applying any discounts offered by the Bidder

27.9 The Bid with lowest evaluated price (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Bid prices (F) will be computed as follows:

$$S_f = 100 \times F_m / F$$

27.10 Bids will be ranked according to their combined score(S) Using weights DT% for General information & Technical Proposal as Given below; and P% for Evaluated Bid Price as Given in below;

$$S = S_t \times DT\% + S_f \times P\%$$

$$DT = 20\%$$

$$P = 80\%$$

27.11 The Bidder achieving the highest combined “General Information & Technical” and “Financial” score will be considered as the best evaluated Bidder.

27.12 The Employer reserves the right to accept or reject any variation, deviation, or alternative offers. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bid documents shall not be taken into account in Bid evaluation.

27.13 If the Bid, which results in the lowest Evaluated Bid price, is seriously unbalanced or front loaded in relation to the employer’s estimate of the items of work to be performed under the Contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedule, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security set forth in Clause 32 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 contracts.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows

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

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

(c) Unless this sub-clause is modified in bidding data and if the bid price decreases by the above procedure, the amount

stated in the form of bid shall be adjusted with the concurrence of the bidder and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security may be forfeited in accordance with this sub clause 16.6(b).

- (d) Unless this sub-clause is deleted in Bidding Data and if the total Bid price increases due to corrections made on above procedure, the bid price shall not be adjusted to increased price and the corrections should be readjusted within the Bid price in consultation with the Bidder.

F. Award of Contract

29. Award

- 29.1 Subject to Clause 30, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document in accordance with the Clause 26.1, has achieved minimum points given under Sub-Clause 27.5 for Design and Technical proposal, and who has offered the lowest Evaluated bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3; and (b) qualified in accordance with the Provisions of Clause 4.3

30. Employer's Right to Accept any Bid and to Reject any or all Bids

- 30.1 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 award of contract, without thereby incurring any liability to the affected bidder or Bidders or any obligation to inform the affected bidder or Bidders of the grounds for the Employer's action.

31. Notification of Award

- 31.1 Prior to expiration of the period of Bid validity prescribed by the Employer, the Employer will notify the successful bidder by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum which the Employer will pay the Contractor in consideration of the design, execution and completion of the Works and the remedying of any defects therein by the contractor as prescribed by the contract.
- 31.2 The letter of acceptance will constitute the formation of the contract.

- 31.3 The agreement will incorporate the Memorandum of Understanding if any, between the Employer and the successful bidder, and shall be signed by the Employer and the Successful bidder.
- 31.4 After issuing the letter of acceptance, the Employer will send the Bidder the Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.
- 31.5 Upon the furnishing by the successful bidder of the Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.
- 31.6 The Employer shall notify the successful bidder the date, time and venue for entering into executing the contract agreement.

32. Performance Security

- 32.1 Within fourteen (14) days of receipt of the Letter of Acceptance, the successful bidder shall furnish to the employer a Performance Security in the amount specified in the bidding data in the form given in the Standard Forms [*Contract*] given under section V.
- 32.2 The performance security shall be issued by a recognized commercial Bank in Sri Lanka or a foreign bank with the guarantee confirmed by a recognized commercial bank operating in Sri Lanka, and approved by the Central Bank of Sri Lanka and payable to the CPC on demand in a sum specified in the Bidding Data.

33. Advance Payment and Security

- 33.1 The Employer will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount of 20% of the Initial Contract price, within twenty one (21) days of the Contractor submitting an acceptable guarantee and upon submission of Performance Security.

34. Payments to the Contractor

- 34.1 The Contractor shall be entitled to receive payments in installments on the basis of his achieving milestones described in the schedule of payments in Section VIII. The payments made to the Contractor will be subjected to a deduction for retention, calculated by applying the percentage of retention stated in Bidding Data, until the amount so retained reaches the limit of retention stated in Bidding Data.

35. Adjudicator

35.1 The Employer proposes the person named in the Bidding Data to be appointed as Adjudicator under the contract. If the Bidder disagrees with this proposal, the bidder should so state in the Bid. Then the Adjudicator shall be appointed by the Appointing authority designated in the Bidding Data at the request of the either party.

In any event the Adjudicator shall be a person not associated with the project directly or indirectly and who could demonstrate impartiality and independence in his functions.

Section III – Conditions of Contract

APPENDIX TO TENDER

The following Appendix to Tender shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

Conditions	Sub Clause	Entry
Employer's name and address	1.1.2.2	The Chairman, Ceylon Petroleum Corporation, 609, Dr. Danister de Silva Mawatha, Colombo - 09, Sri Lanka
Engineer's name and address	1.1.2.4	Employer to inform upon award of the contract.
Contractor's representative	1.1.2.5	Contractor to inform before signing of the contract.
Defects Notification Period	1.1.3.7	365 days
Electronic transmission systems	1.3	Fax with confirmatory hard copy or Email
Governing Law	1.4	Sri Lanka
Ruling Language	1.4	English
Language for communications	1.4	English
Time for access to the Site	2.1	Within fourteen (14) days after submission of the Performance Security
Amount of Performance Security	4.2	5 % of the Contract Price.
Period for notifying unforeseeable errors, faults and defects, inaccuracy or omission of any kind in the Employer's Requirements	5.1	30 days before the bid closing date

Normal working hours	6.5	Between 0700 hours to 1800 hours covering minimum forty Eight (48) hours per week. Sundays and Mercantile Holidays are non-working days. Work during outside the normal working hours, on Sundays and Mercantile Holidays shall be allowed.
Time for Completion	8.2	30 months
Delay damages for the Works	8.7	US\$ 30,000 per day
Maximum amount of Delay damages	8.7	5 % of the Contract Price
If there are Provisional Sums: Percentage for adjustment of Provisional Sums	13.5(b)	35%
Adjustments for Changes in Cost; Table of adjustment data	13.8	Contract price shall not be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works
Total advance payment	14.2	20% of the Contract Price excluding provisional sums
No. of installments for the total advance payment	14.2	One (01)
Currencies and Proportions	14.2	Either Sri Lanka Rupees (SL Rs.) or United State Dollars (US\$)
Start repayment of Advance payment	14.2(a)	When the total gross value of work done is 30% of the Contract Price
Repayment amortization of advance payment	14.2(6).	The advanced payment shall be repaid from percentage deductions from the Interim Payment Certificates. Deductions shall commence when the total value of gross work done reaches 30 % of the contract sum and complete when the total value of gross work done reaches 90% of the contract sum
Percentage of retention	14.3	10% deductions from the interim payments until reaches the limit of Retention

Limit of Retention Money	14.3	5% of the Contract Price
Plant and Materials for payment when delivered to the Site	14.5	As defined in the Volume III, Schedule of Payment
Currency/currencies of payment	14.15	Either Sri Lanka Rupees (SL Rs.) or United State Dollars (US\$)
Periods for submission of insurance		
(a) evidence of insurance	18.1	Fourteen (14) days after submission of the performance security
(b) relevant polices	18.1	Twenty one (21) days after mobilization
Maximum amount of deductibles for insurance of the Employees risks	18.2	US\$ 10,000 per occurrence with the number of occurrences unlimited
Minimum amount of third party insurance	18.3	US\$ 2 Million per occurrence with the number of occurrences unlimited
The DAB shall be	20.2	Three Members
Appointment if not agreed by	20.3	The Institution of Engineers Sri Lanka
Number of Arbitrators	20.6	Three
Language of Arbitration	20.6	English
Place of Arbitration	20.6	Colombo
Arbitration Rules	20.6	UNCITRAL Rules
Governing Law of Agreement	20.6	Law of Sri Lanka

Particular Conditions of Contract

Particular Conditions of Contract

The Particular Conditions are set out below and consist of amendments and additions to certain Clauses of the General Conditions as indicated:

Clause

1.1.5.8 Works

“Works” means the permanent and temporary works described below.

Works means development & upgrading of the existing Aviation Refuelling Terminal & the Existing Fuel Hydrant System (Apron A, B & C) and construction & installation of a Fuel Hydrant System at new Apron E in par with Phase II Stage 2 Development Project of Bandaranaike International Airport, Katunayake, Sri Lanka including designing, project management & execution, quality assurance & quality control, testing & pre-commissioning, commissioning, certification, completion of all works, remedying of any defects and handing over full functional facility in turnkey basis.

Insert clause 1.1.1.6

1.1.1.6 “Appendix to Tender” means the completed pages entitled appendix to tender which are appended to and form part of the Contract agreement.

1.1.3.3 Time for completion

Delete the text of the Sub-Clause and substitute by:

The Time for completion shall be thirty (30) months from the commencement date.

1.1.3.7 Defects Notification Period

Delete the text of the Sub-Clause and substitute by:

The Defects notification period is 365 days from taking over of the works.

1.4 Law and Language

Delete the text of the Sub-Clause and substitute by:

The Contract shall be governed by the laws of Sri Lanka. The language in which the Contract documents shall be drawn up is English. The ruling language is English.

1.5 Priority of Documents

Delete the documents listed in Sub Clause 1.5 and Insert as follows:

- (a) The Form of Contract Agreement
- (b) The Letter of Acceptance
- (c) The acknowledgment letter issued by the contractor accepting the Letter of Acceptance
- (d) Form of Bid
- (e) The Particular Conditions
- (f) The General Conditions
- (g) The Contractors Bid proposal
- (h) The Employer's Requirements
- (i) Duly completed Schedule of Prices
- (j) The Bid Document including amendments if any
- (k) Minutes of the Pre-Bid meeting
- (l) Clarifications and responses
- (m) Performance Security
- (n) any other documents except the Bill of Quantities forming part of the Contract

1.8 Care and Supply of Documents

Delete "six" from the first paragraph and Insert "four"
Insert at the end of Clause 1.8 the following:

Unless it is necessary for the purpose of the Contract, the Drawings, Specification and other documents shall not, without the consent of the Employer, be used or communicated to a third party by the Contractor. Upon the issue of the Defects Liability Certificate, the Contractor shall hand over the Drawings, Specification and other documents with printed and soft copies provided under the Contract."

1.12 Confidential Details

At the end of Sub-Clause 1.12 and Insert new Sub paragraph as follows:

The Contractor shall not publish, permit to be published, or disclose any particulars of the Works including drawings or photographs in any trade or

technical paper or elsewhere without the prior approval of the Employer.

1.13 Compliance with Laws

Insert Sub-paragraph (c) as follows:

- (c) The Contractor shall give all notices and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and shall indemnify and hold the Employer harmless against the consequences of and failure to do so.

3.1 Employer's Representative,

Insert the following paragraph as the last paragraph of the existing clause.

"CPC shall appoint an independent third party inspector to inspect, test, certify and give necessary approvals for all contractors' works on behalf of CPC."

4.2 Performance Security,

Delete the 2nd paragraph and Insert

"The Contractor shall deliver the Performance Security in the amount of 5% of the Contract Price, to the Employer within twenty one (21) days after issuing the Letter of Acceptance to the Contractor by the Employer. The Performance Security shall be in the form of an irrevocable, unconditional, on demand Bank Guarantee, encashable in Colombo, issued by a Bank licensed to operate in Sri Lanka, acceptable to CPC."

The Contractor shall issue the letter of acknowledgment accepting the Letter of Acceptance within seven (07) days of the date of the Letter of Acceptance.

4.4 Subcontractors

Delete "28" days from Sub paragraph and Insert "14" days.

4.6 Co-operation

Delete entire paragraph

4.18 Protection of the Environment

Insert the following paragraph before the first paragraph,

"The contractor shall comply with all the requirements prescribed by the National Environmental Act No. 47 of 1980 as amended by Act No. 56 of 1988 and with the EIA Report approved by the Central Environmental Authority."

4.19 Electricity, Water & Gas

Insert the following paragraph at the end of last paragraph.

"In the event of any default by the Contractor to pay such amounts within the agreed period, the Employer will be entitled to set-off such amounts against the payments due to the contractor"

5.2 Contractor's Documents

Insert at the end of sub clause 5.2 -Contractor shall attend to Design reviews whenever necessary with no additional payment"

6.5 Working Hours

Delete Sub Clause 6.5 and Insert the following new Sub-Clause 6.5:

"The normal working hours are 07.00 hours to 18.00 hours from Monday to Saturday. Sundays and Mercantile Holidays are non-working days. The Contractor may choose to work on Sundays and Mercantile Holidays. Work outside the normal working hours other than inspection works involving the third party inspector will be allowed upon prior notification to the Engineer and no additional charge shall be made to the Contractor for supervision by the Employer or the Engineer"

6.6 Facilities for Staff

Insert the following at the end of the first paragraph of Sub-Clause 6.6

"Further the Contractor shall provide appropriate facilities for female personnel"

Insert the following at the end of Sub-Clause 6.6

"Any temporary or permanent living quarters will not be allowed within the premises of Bandaranaike International Airport (BIA), Katunayake, Sri Lanka"

6.7 Health and Safety

Insert the following additional paragraph at the end of the Sub-Clause 6.7,

"The Contractor shall throughout the Contract (including the Defects Notification Period) conduct "Conduct Information, Education and Consultation Communication-(IEC) campaigns, at least every third month, addressed to all the Site staff and labours (including all the Contractor's Employees all Subcontractors and Consultant's Employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to Sexually Transmitted Diseases (STD) or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular. In additional all the necessary steps to be taken to prevent the breeding of mosquitoes in particular malaria and dengue"

6.9 Contractor's Personnel

At the end of Sub-Clause 6.9, Insert the following additional paragraphs.

"The Contractor may recruit foreign personnel and skilled workers as are required to execute the Works subjected to limitations under the labour laws of the Democratic Socialist Republic of Sri Lanka. The Contractor shall ensure that all such staff and workers are provided with the required business visas and work permits. However, the Employer will assist by writing to the relevant authorities and endorse the Contractor's application for all such work permits and visas. The Contractor shall be responsible for all such foreign personnel during their stay in Sri Lanka and for their repatriation.

The Contractor shall also be responsible, to the extent required by the local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works."

The Contractor shall be obliged to employ local unskilled labour for the Works.

6.12 Measures against Insect and Pest Nuisance

Insert the following paragraph as Sub-Clause 6.12

The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce the damages to health and the general nuisance occasioned by the same. The Contractor shall provide its staff and labour with suitable prophylactics for the prevention of malaria or dengue and take steps to prevent the formation of stagnant pools of water. The Contractor shall comply with all the regulations of the local health authorities and shall arrange to spray thoroughly with approved insecticide all buildings and others erected on the Site and its environs. Such treatment shall be carried out at least once a month or as instructed by such authorities."

6.13 Alcoholic Liquor or Drugs

Insert the following paragraph as Sub-Clause 6.13

"The Contractor shall not, otherwise than in accordance with the statues, ordinances and government regulations or orders for the time being in force, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or stiller any such importation, sale, gift barter or disposal by his Subcontractors, agents, stall or labours."

6.14 Arms and Ammunition

Insert the following paragraph as Sub-Clause 6.14

"The Contractor shall not give, barter, or otherwise dispose of to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

6.15 Festivals and Religious Customs

Insert the following paragraph as Sub-Clause 6.15

The Contractor shall in all dealings with his staff and labours pay due regard to recognized festivals and religious or other customs.

7.8 Royalties

Insert the following after "Site, and" in Sub Paragraph (a)

"materials obtained from inside the Site shall not be subject to at any charge from the Employer.

8.1 Commencement of Works

Delete the first paragraph and insert the following new paragraph.

Within fourteen (14) days after submission of the Performance Security

8.2 Time for Completion

Delete the whole of Clause 8.2 and replace with the following:

"The Contractor shall complete the whole of the Works, within thirty (30) months and the Sub Clause 8.3 Programme including:

- (a) Achieving the passing of the Tests on Completion: And
- (b) Completing all work which is stated in the Contract as being required for the completion of the Works considered to be completed for the purposes of taking over under Sub Clause 10.1 [Taking over the Works and Sections]."
- (c) The contractor shall fully complete fuel hydrant system and associated facilities of proposed new apron "E" within 6 months period immediately after the mobilisation enabling airport contractor to continue apron construction works without interruption to their program. The construction works outside the apron "E" (Development & Upgrading of Existing Fuel Hydrant System) may be planned and executed in parallel with the taxiway relaying period (approximately 10 months) to avoid disturbance to aircraft movements. Any delay in completing the said works will be

the total responsibility of the Contractor and hence, the Contractor shall indemnify CPC for such liability.

8.7 Delay Damages

The sum referred to in the second sentence shall be 0.05% of the contract price as delay damages in respect of the works, payable (per day) in the proportions of currencies in which the contract price is payable. The maximum amount of delay damages shall be five (5%) percent of the contract price stated in the contract agreement.

The contractor will be liable for any consequential damages claimed by the AASL contractor (if any) for any delay on completion of the works.

11.1 Completion of Outstanding Work and Remedying Defects

Insert the follow at the end of Clause 11.1:
"The Defects notification period is 365 days."

13.3 Variation Procedure

At the end of the third paragraph include the following sentences
"Such instructions shall be in writing and in a Standard Form which shall include; the Variation Number; Date of Issue; and the Clause under which the Variation is instructed. Whenever an adjustment is agreed, approved or determined, the amount payable shall be in US\$".

Any delays caused due to interruption by the Airport authorities shall not lead to variation claims as the contractor should have anticipated such things in an operating airport.

13.5 Provisional Sums

Delete entire Paragraphs and insert the following clause

Each Provisional Sum shall only be used, in whole or in part, in accordance with the Employer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Employer shall have instructed. For each Provisional Sum, the Employer may instruct:

- (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [*Variation Procedure*]; and/or
- (b) Plant, Materials or services to be purchased by the Contractor, for which there shall be added to the Contract price less the original Provisional Sums:
 - (i) the actual amounts paid (or due to be paid) by the Contractor, and

- (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any stated in the Contract) subject to a maximum of 35%.

The total amount payable in respect of any BOQ item where a provisional sum has been indicated shall essentially be subject to the maximum limit of that provisional sum amount itself.

The Contractor shall, when required by the Employer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

14.1 The Contract Price

Insert new sub paragraph (a) as follows

(a)-The lump sum contract price shall be determined as per the price schedule"

14.2 Advance Payment

Delete (a) from the first Paragraph

Insert the following at the end of Sub-Clause 14.2

The Advanced Payment shall be repaid by percentage deductions from the Interim Payments and shall commence from the Interim Payment Certificate following that the gross payment exceeds 30% of the Contract Price and shall be made at an amortization rate calculated as stated in the Appendix to Tender.

Delete (iii) from the second paragraph and replace with the following;

“(iii) a guarantee, issued from a reputed bank or insurance bond from a company located in Sri Lanka or from an acceptable bonding organization in Sri Lanka, in amounts and currencies equal to the advance payment”.

14.3 Application for Interim Payments

Delete first Paragraph and insert the following clauses

The Contractor shall submit a Statement in six (06) copies to the Employer after the end of each month, in a form approved by the Employer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the relevant report on progress in accordance with Sub-Clause 4.21 [*Progress Reports*] and requirements stipulated in Section VI (*Employer's Requirements*) of Volume II.

However the contractor is not entitled to apply for the first monthly payment until fully mobilisation to the site and achieving 5% of the physical work progress at site.

14.4 Schedule of Payments

Refer schedule of payments in Section IX of Volume III of the Bidding Document.

14.5 Plant and Materials intended for the Works

Delete entire Paragraphs and insert the following clause

The Contractor shall not be entitled, under the Contract, to an interim payment for Plant and Materials which are not yet available on the site.

14.7 Timing Payment

Insert the following before the last paragraph of this Sub-Clause.

The progress payment shall be made monthly. The Contractor shall submit the Interim Payment Application to the Engineer on the first week of each month along with the supportive documents. The Engineer shall then issue a Payment Certificate based on the actual work completion and pass to the Employer within 10 working days of receiving the statement.

All payment shall be paid with the currency and portion specified in Appendix to Tender.

14.10 Statement at Completion

Delete from the 1st paragraph "six copies" and Insert "four copies"

14.11 Application for Final Payment Certificate

Delete from the paragraph "six copies" and Insert "four copies"

17.3 Employer's Risk

Insert the following sub-paragraph to the end of this Sub-Clause 17.3 (f)
Tsunami

18.1 General Requirements for Insurance

Insert the following at the end of Sub-Clause 18.1

It shall be the total responsibility of the Contractor to take all the insurance coverage for the Contract as stated therein. No insurance whatsoever will be taken by the Employer. Accordingly, the insuring Party shall be the Contractor.

The Contractor shall be responsible to provide the insurance for works, properties and third parties with the joint names of the Contractor and the Employer and from an insurance company which is approved by the Employer.

The Contractor shall be responsible to provide the insurance for Employee Compensation for all his staffs and labours.

18.3 Insurance against Injury to Persons and Damage to the Property

Insert at the end of Sub-Clause 18.3

"The insuring Party shall be the Contractor. Each insurance policy shall be consistent with the general terms agreed in writing prior to the Commencement Date and such agreement shall take precedence over the provisions of this Clause.

The Contractor shall within the period stated in the Appendix to Tender, submit to the Employer appropriate evidence that the insurances for which the Contractor is responsible have been effected. When each premium has been paid, the Contractor shall submit evidence to the employer. The Contractor shall effect all insurances for which the Contractor is responsible with insurers including reinsures and in terms approved by the Employer.

Payments received from insurers shall be used for the rectification of the loss or damage.

19.1 Definition of Force Majeure

Insert the following sub-paragraph to the end of Sub-Clause (vi) Tsunami

20.3 Failure to Agree Dispute Adjudication Board

Insert the following text to the end of Sub-Clause

"Failing agreement on the Dispute Adjudication Board, the appointing entity or official shall be the President, Institution of Engineers Sri Lanka.

20.4 Obtaining Dispute Adjudication Board's Decision

Insert the following text at the end of 6th paragraph

"If the DAB award require payments to be made to the contractor that will become binding only if a notice of dissatisfaction has not been given in accordance with this clause"

20.6 Arbitration

Delete Sub Clauses (a), (b) and (c) and add the followings:

- a. the dispute shall be finally settled under the UNCITRAL Rules.
- b. the dispute shall be settled by three arbitrators appointed in accordance with these rules, and
- c. the arbitration shall be conducted in English.
- d. the Governing Law of the Arbitration is the Law of Sri Lanka.

ADDITIONAL CLAUSES

21.0 Explosives & Blasting

Where the use of explosives is required the Contractor shall comply with the following:

- a. The Contractor shall at all times take every possible precaution and shall comply with the appropriate laws and regulations relating to the importation, handling, transportation, storage and use of explosives and shall at all times, when engaged in blasting operations, post sufficient warning flagmen to the full satisfaction for the Engineer.
- b. The Contractor shall at all times make full liaison with and inform in advance and obtain such permission as is required from all Government Authorities and Public Bodies whatsoever concerned or affected or likely to be concerned with or affected by blasting operations.
- c. The Contractor shall pay all license fees and charges which may be required for storage or in respect of any other matter whatsoever.
- d. Employer will engage suitably qualified persons to liaise with all Authorities or Public bodies or private persons living in proximity to or conducting any form of business, commerce or agriculture (including

fishing) that may be affected by the Works.

- e. Considering the fact that a large of explosives will be used for blasting operations, the transportation and storage need to be secured strictly, the Employer will coordinate with related Government Authorities to make special arrangement for the security of the explosive materials for the national safety reasons. Such arrangement may include setup army/navy/ camp and police station at the adjoining area of Site, the site storage box of explosive shall be set up within the station or camp. The Contractor has to obtain security for the transportation of explosive materials.
- f. If the Contractor suffers delay and/or incurs Cost in the blasting operation, the transportation and storage of the explosive, not due to the default on the part of the Contractor, the Contractor shall give notice to the Engineer and shall be entitled to an extension of time for any such delay, if completion is or will be delayed under Clause 8.41 [*Extension of Time for Completion*]

22.0 Property in Excavated Materials

All materials and things of any kind obtained from excavations or found on or under the Site which the Contractor may be allowed to occupy shall remain the property of the Employer and shall not be used in the Works or sold or otherwise disposed of without the written authority of the Engineer unless otherwise expressly provided for in the Specifications.

No excavations are to be made upon the Site or any additional sites beyond those shown on the drawings or described in the specification without the written authority of the Employer's Representative.

23.0 Exchange & Remittance

Repatriation of any balance of monies after the completion of the Contract is subject to the Exchange Control Regulations in Sri Lanka.

24.0 Disposal Area

The Contractor shall arrange sufficient and suitable disposal areas to store all unnecessary materials arising from the Works with his own cost.

Part 7 - General Conditions of Contract

Conditions of Contract

for **FIDIC EPC/Turnkey Projects**

General Conditions

First Edition 1999

SECTION - V

STANDARD FORMS

- **Bid Security Guarantee**
- **Form of Letter of Acceptance**
- **Form of Agreement**
- **Form of Performance Guarantee**
- **Form of Advance Payment Guarantee**

FORMAT FOR BID SECURITY GUARANTEE

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

.....*[insert issuing agency’s name and address of issuing branch or office]*

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

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

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

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

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

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

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

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt

of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to[insert date]

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

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

FORM OF LETTER OF ACCEPTANCE

[Letter heading paper of the procuring entity]

..... *[date]*

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

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

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

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

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

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

Authorized Signature :

Name and title of Signatory :

Name of Agency :

FORM OF AGREEMENT

This Agreement made the [day] of [month] 20..... [year], between [name and address of Employer] (hereinafter called and referred to as “the Employer”), of the one part, and [name and address of Contractor] (hereinafter called and referred to as “the Contractor”), of the other part:

Whereas the Employer desires that the Contractor execute [name and identification no of Contract](Hereinafter called and referred to as “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and remedying of any defects therein.

The Employer and the Contractor agree as follows::

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

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

.....
Authorised signature of Contractor

.....
Authorised signature of Employer

COMMON SEAL

COMMON SEAL

In the presence of
Witnesses :

1. Name and NIC No.
Signature
Address
2. Name and NIC No.
Signature
Address

FORM OF PERFORMANCE GUARANTEE

----- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* -----

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

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. ----- *[reference number of the Contract]* dated ----- with you, for the ----- *[insert "Design, Supply, Installation, Construction, Testing, Commissioning and Remedying Defects"]* of ----- *[name of Contract and brief description of Works]* (hereinafter called "the Contract").

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

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

This guarantee shall expire, no later than the day of, 20.. *[insert date, 28 days beyond the date of completion of defects liability period]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

FORM OF ADVANCE PAYMENT GUARANTEE

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

Beneficiary: ----- [Name and Address of Employer]

Date: -----

ADVANCE PAYMENT GUARANTEE No.: -----

We have been informed that ----- [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. ----- [reference number of the contract] dated ----- with you, for the ----- (insert "Design, Supply, Installation, Construction, Testing, Commissioning and Remedying Defects") of ----- [name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum ----- [amount in figures] (-----) [amount in words] is to be made against an advance payment guarantee.

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

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

This guarantee shall expire on [Insert the date, 28 days beyond the expected expiration date of the contract]

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

[signature(s)]