

MINISTRY OF POWER & ENERGY



CEYLON PETROLEUM CORPORATION

**DRAFTING SERVICES FOR DEVELOPING 24 TANKS IN TRINCOMALEE UPPER TANK FARM
COMPLEX**

B/20 /2024

BIDDING DOCUMENT

2024

INVITATION FOR BIDS
CEYLON PETROLEUM CORPORATION
DRAFTING SERVICES FOR DEVELOPING 24 TANKS IN TRINCOMALEE
UPPER TANK FARM COMPLEX
B/ 20/2024

The Chairman, Department Procurement Committee, Ceylon Petroleum Corporation will receive sealed Bids from reputed bidders for the Drafting Services for Developing 24 Tanks in Trincomalee Upper Tank Farm Complex.

To be eligible for awarding the Contract, the successful bidder shall not have been blacklisted and shall have complied with the eligibility and qualification criteria stated in the Bidding Document.

Bidding Documents can be obtained on working days between **0900 hrs. to 1500 hrs. up to 29.04.2024** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01st Floor, No.609, Dr. Danister De Silva Mawatha, Colombo 09 or download from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/> after payment of non-refundable fee of Rs. 1,000.00 (Rs. 826.79 + 2.5% SSCL + 18% VAT) to CPC.

All Bids should be accompanied by a Bid Security amounts to **Rs. 15,000.00**.

The Bid will be **closed at 1400 hrs. on 30.04.2024** and opened immediately after the closing time of the Bid at the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation at the address given below. Bidders or their authorized representatives may present at the opening of the Bid.

The interested bidders may obtain further information from Chemical Engineer, Tel No. 011 5455369/5455288 or e-mail : dinesh.pathirana@ceypetco.gov.lk.

Chairman,
Department Procurement Committee,
C/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
1st Floor,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.
Tele : 0094-11-5455331
e-mail : supplies@ceypetco.gov.lk

1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Introduction

Ceylon Petroleum Corporation (CPC) is in the process of developing 24 tanks in Trincomalee Upper Tank Farm which spans 125 acres area. The volume of a tank is around 12,500 m³ and the maximum height of a tank is 14.5m.

CPC expects to develop the tank farm under the following sections.

- a) Modifications/ Repairing & Alternations to the Storage Tanks
- b) Construct Main pipeline from the Jetty to Tank Farm Complex including all the piping components and supports.
- c) Construct Oil distribution pipelines
- d) Construct Oil loading and unloading gantries
- e) Construct Oil water and storm water pipelines
- f) Construct Fire Water & Foam System
- g) Any other system required for the successful operation of a tank farm

1.2 Scope of Bid:

CPC expects to obtain the service of capable drafting service providers (individuals/ companies) to provide the following services for this project.as a minimum

A. Drafting Service

- *Generate 2D and 3D drawings with the guidance of CPC Engineers.*
- *Generate PFDs, P&IDs, GA drawings, layouts, and piping Isometric drawings.*
- *Generate BOQs from the drawings.*
- *Unlimited revisions on the submittals as requested by CPC Engineer*
- *Contractor shall carry out site visits to gather required site measurements.*

B. Facilities required from the contractor

- *Having a computer with the required technical capabilities*
- *Commercial software packages for 2D/3D drafting.*

C. Facilities provided by CPC.

- *Office Working space*
- *Printing facility up to A3 size*
- *If the site visit is arranged by CPC, Transport facility shall be provided by CPC but accommodation & any other facility at Trincomalee shall be arranged by the contractor himself.*

D. Working hours per day

- *Contractor may use CPC office space from 08.30am to 04.00pm during weekdays. The successful contractor must update a daily log and produce before CPC Engineers when requested.*

- 1.3 Eligibility Criteria**
- The successful bidder shall not have been blacklisted.
 - Proven track record with previous experience of 2D and 3D Mechanical drafting assignments.
 - Professional qualification obtained in Mechanical drawing & drafting from a reputed institution.
 - Availability of computers and software required for successful execution of the job
- 1.4 Documents to accompany the Bid:**
- The Bid shall contain adequate particulars in respect of this service and all bidders are requested to furnish the following documents along with their bids before the closing time & date of the Bids.
- (a) Quoted Bid price prepared as per the Schedule of Price
 - (b) Signed Form of Bid
 - (c) Updated CV with demonstrating previous similar nature experience (last three years)
 - (d) professional qualifications
 - (e) Specification of computers
 - (f) Details of drafting software available
- 1.5 Period of Validity of Bids**
- The bid shall valid for a minimum period of Forty Nine (49) days from the closing date of the Bid (i.e. up to 18.06.2024).
 - Bidders should, however clearly indicate the maximum period that their offer would be valid.
 - **A Bid valid for a shorter period will be rejected as non-responsive**
- 1.6 Bid Security**
- Bid shall include a Bid Security:
- for an amount Rs. 15,000.00 issued by a Licensed Commercial Bank, Sri Lanka acceptable to Employer using the form for bid security (unconditional guarantee).
 - Remain valid till 77 days from the date of closing the tender. (i.e. up to 16.07.2024).
- 1.7 Preparation and Submission of Bids**
- All the documents related to the Bid shall be numbered and named as per the sequence of the document for easy reference.
 - The Bids shall be addressed to Chairman, Procurement Committee, c/o Manager (Procurement & Stores), Procurement & Stores Function, Ceylon Petroleum Corporation, No. 609, Dr. Danister De Silva Mawatha, Colombo 09, Sri Lanka on or before 1400 (Sri Lanka time) hrs. on 30.04.2024.

- Any bid received by the Employer after the deadline stated above will not be considered for evaluation.
 - However, it is the responsibility of the Bidder to submit the bid on or before the given deadline and any bid received after the deadline will not be considered by the Employer under any circumstance.
- 1.8 Closing & Opening of Bids**
- The Bid will be **closed at 1400 hrs. on 30.04.2024** and opened immediately after the closing of the Bid
- 1.9 Schedule of Prices**
- Bidders are required to duly sign and return the “Schedule of Prices” as indicated in the bidding document.
- 1.10 Correction of errors**
- 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:
- Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - 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.
 - If the total Bid price increases due to corrections made on above procedure, the bid price shall not be adjusted to the increased price and the corrections should be readjusted within the Bid price in consultation with the Bidder.
 - 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, its bid shall be rejected and the bid security may be forfeited.
- 1.11 Evaluation of Bids**
- CPC will carry out a detailed evaluation of Bids, to determine whether the Technical aspects are properly addressed, and the Bids are substantially responsive.
- 1.12 Procurement Committee’s right to accept or reject any or all Bids**
- The Procurement Committee will not be bound to make the award to the Bidder submitting the lowest offer.
 - The Procurement Committee reserves the right to reject any or all Bids or any part thereof, without adducing any reasons. The Procurement Committee may accept any or all items of an offer and reserves the right

to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.

- The notice of acceptance of the Bid will be sent by facsimile, followed by post to the successful Bidder, to the address given by him in the Bidding document, soon after the decision of the Procurement Committee.

1.13 Award Criteria

- Subject to ITB 1.11 the Procurement Committee will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive, the lowest evaluated Bid, under each item quoted provided that the Bidder is determined to be qualified to perform the contract satisfactorily.
- The successful Bidder/s will be called upon to CPC Head Office, No. 609, Dr. Danister De Silva Mawatha, Colombo 09, conforming to technical specifications, and strictly on the agreed schedule which should be within 03 months as per clause 2.3 of COC.

2. CONDITIONS OF CONTRACT

- 2.1 Performance Security**
- The successful Bidder, on being notified by CPC of the acceptance of his Bid, shall furnish at his own expense a Performance Guarantee, within fourteen (14) days of such notification through / confirmed by a Licensed Commercial Bank in Sri Lanka, in a sum equivalent to 10% of the value of the accepted Bid. The Performance Guarantee shall be substantially in the format given in Annexure - D
 - If the successful Bidder, fails to furnish the Performance Guarantee as aforesaid, his name will be placed in the list of defaulting Contractors. CPC shall therefore, be entitled in its absolute discretion to make suitable arrangements required for the performance of such Bid, as the case may be, at the risk and expense of the successful Bidder.
 - The successful Bidder, in the event of his failure to furnish the Performance Guarantee as required, shall be liable for any losses, costs, expenses and damages, which the CPC may sustain in consequence of such failure, and the Bid Security Guarantee shall be forfeited.
 - The Performance Guarantee shall be in favour of the CPC, and shall be valid for a period not less than Ninety (90) days from the date of anticipated final delivery.
- 2.2 Mode of Payment**
- The Contractor may raise invoices after completing minimum of LKR 300,000.00 of services, as certified by the CPC engineer.
 - Contractor shall submit daily drawings with a daily log for the review of the CPC Engineers. Based on the submissions provided by the Contractor, CPC will assess the daily progress for the payments.
- 2.3 Contract Period**
- The Contract period shall be three (03) months from the date of releasing the Purchase Order.
- 2.4 Defaults by Successful Bidder**
- If the successful Bidder, defaults in the supply or otherwise commits a breach of any of the provisions in the Contract with CPC for the above service according to the Scope of Service the CPC has the right to forfeit the performance guarantee of the Supplier.
 - Bidders should declare that they had read the Bid conditions, and that they make the offer in compliance with, and subject to all the conditions thereof, and agree to perform the services in accordance with the said conditions in the manner therein set out, and in terms of this offer. A form of Bid, as Annexure - 'A' is attached.

- 2.5 Liquidated Damages** Liquidated Damages amounts to Rs. 1/2000 of the Initial Contract Price will be levied per each day delayed beyond the Contract Period specified in the contract up to the maximum value of 10% of the Initial Contract Price.
- 2.6 Force Majeure** Except as regards an act of God, War, Strike, Invasion, Civil war, Rebellion Revolution, Insurrection, Earthquake, or Plagues, the Bidder shall undertake all risks and liabilities of whatsoever kind arising out of incidentals connected with the sale.
- 2.7 Termination** CPC may at any time terminate the contract by giving 01 month written notice to the Contractor, if the Contractor breach of any of the provisions in the Contract with CPC to provide drafting service for the developing 24 Tanks in Trincomalee Upper tank Farm Complex or becomes bankrupt or otherwise insolvent. In this event, termination will be done without compensation to the Service provider, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the service provider

3. SCHEDULE OF PRICES

# No	Description	Qty	Units	Rate (LKR/Day)	Total (LKR)
1	Providing Drafting Services	90	Days		
2	Conducting Site visit to Trincomalee Tank Farm Site, which includes all the cost (i.e accommodations, food, etc.) except transport cost	15	Days		
Sub Total (1)					
Add (.....%) SSCL					
Sub Total (2)					
Add 18% VAT					
Grand Total					

Grand Total in Words :

.....

Name of Bidder :

Address :

.....

.....

Signature of Bidder :

Company Seal : Date :

ANNEX-A Form of Bid

To: The Chairman
Procurement Committee,
Ceylon Petroleum Corporation
1st Floor,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.
SRI LANKA.

From:

.....

.....

Sir,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of contract for “Drafting Services for developing 24 Tanks in Trincomalee Upper tank Farm Complex”. We offer to complete the whole of said services in conformity with the said document.
- A-2 Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof shall constitute a binding contract with us.
- A-3 We understand you are not bound to accept the lowest or any Bid you may receive.
- A-4 The Bid we are offering is complete and fulfils the requirements discussed in the “Scope of Work” of the Bidding Document.
- A-5 We agree to abide by this Bid for the period of **Fourty Nine (49) days** from the date of opening of the same Bid. Conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6 We agree to be bound by the Bid, Bid Conditions, and Performance security.
- A-7 We offer the lump sum fixed price of (Sri Lanka Rupees (local cost in figures)(in words.....) to provide drafting service to the development of 24 storage tanks in Trincomalee Upper Tank Farm Complex, as detailed out in this Bidding Document and details of the lump sum price is as given in the schedule of prices. We agree that it is open to the Procurement Committee to reject this offer or to accept.

Dated this day of2024.

Signature.....in the capacity of
.....duly authorized to sign Bids for and on behalf of :

Name

Address
.....
.....

Witnesses:

1. Signature 2. Signature :

Name : Name :

Address : Address :
.....
.....

Annex B – Format for Bid Security

[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 CPC/ 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 Bid; if a joint venture, list complete legal names of partners] (Hereinafter called “the Bid”) 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 Bid, 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 Bid is in breach of its obligation(s) under the bid conditions, because the Bid.

has withdrawn its Bid during the period of bid validity specified; or

does not accept the correction of errors in accordance with the Instructions to Bids (hereinafter “the ITB”) of the IFB; or

having been notified of the acceptance of its Bid by the CPC/ 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 Bid is the successful Bid, upon our receipt of copies of the Contract signed by the Bid and of the Performance Security issued to you by the Bid; or (b) if the Bid is not the successful Bid, upon the earlier of (i) our receipt of a copy of your notification to the Bid that the Bid was unsuccessful, otherwise it will remain in force up to

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

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

ANNEX - C Form of Agreement

This Agreement made this _____ day of _____ 2024, by and between CPC established by an Act of Parliament namely Act No. 28 of 1961 & having its registered Office at 609, Dr. Danister De Silva Mawatha, Colombo 09 in the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter called and referred to as the “CPC” which terms of expression as herein used shall where this context so requires and admits mean & include the CPC & its Successors & assigns) of the one part and _____ of _____ a Company duly incorporated & having its registered Office at _____ (hereinafter called the “Agent” which terms of expression as herein used shall where this context so requires and admits mean & include the _____ & its successors & assigns) of the other part .

Whereas the CPC is desirous that the service known as the **“Drafting Services for developing 24 Tanks in Trincomalee Upper tank Farm Complex”** should be supplied by the supplier, and has accepted a Bid by the supplier for the supply of such goods.

The CPC and the Supplier agree, as follows: -

1. In the agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and Contractor’s scope of work hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as a part of this Agreement.
 - **Letter of Acceptance dated _____.**
 - **The Bid dated _____.**
 - **The Conditions of Contract**
 - **The Completed Schedule of prices and**

3. In consideration of the payments to be made by the CPC to the Supplier as hereinafter mentioned, the Agent hereby covenants with the CPC to supply and

remedy any defects therein, fit for purpose in conformity in all respect according to the provisions of the Agreement..

4. The CPC hereby covenants to pay the Supplier in consideration of the Supply and the remedying of defects therein, the agreed 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 Agreement.

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

Authorized Signature of the Chairman of CPC		Authorized Signature of the Supplier	
<u>In the presence of</u>		<u>In the presence of</u>	
Name		Name	
Signature		Signature	
Address		Address	

ANNEX – D – Format for Performance Security

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

Beneficiary: [Name and Address of CPC]

Date :

PERFORMANCE GUARANTEE NO :

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

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

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

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

This guarantee shall expire, no later than theday of, 2024[Insert date, 28 days beyond the scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

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

.....
[Signature(s)]