



CEYLON PETROLEUM CORPORATION

**SELECTION OF A PROFESSIONAL ARCHITECT FOR
DESIGNING OF THE AREA OFFICE BUILDING,
KURUNEGALA**

B/42/2020

REQUEST FOR PROPOSAL

2020

CEYLON PETROLEUM CORPORATION

Proposal for the “Selection of a Professional Architect for Designing of the Area Office Building, Kurunegala”.

Invitation to Bid

B/42/2020

Ceylon Petroleum Corporation (CPC) wish to appoint a qualified, experienced Consultant for “Selection of a Professional Architect for Designing of the Area Office Building, Kurunegala” as detailed in “Terms of Reference”.

INVITATION FOR BIDS (IFB)

Ceylon Petroleum Corporation (Ministry of Power & Energy)

Selection of a Professional Architect for Designing of the Area Office Building, Kurunegala

B/42/2020

The Chairman, Departmental Procurement Committee, Ceylon Petroleum Corporation will call National Competitive Bids for **Selection of a Professional Architect for Designing of the Area Office Building, Kurunegala.**

Bidding documents can be obtained between **0900 hrs. and 1500 hrs. up to 30.09.2020** from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1st. Floor, No. 609, Dr. Danister De Silva Mawatha., Colombo 09, on a written request and on payment of non-refundable fee of Rs.500.00 (Rs. 462.96 + 8% VAT) per set.

The Bid will be closed at **1400 hrs. on 02.10.2020** and opened at the Office of Manager (Procurement & Stores), immediately after closing time of the Bid. Bidders or their authorized representatives will be permitted to be present at the opening of the Bid.

Bids may be sent by post under registered cover or may be deposited in the Tender Box kept in the Office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 01st Floor, No. 609, Dr. Danister De Silva Mw, Colombo 09.

Bidding Documents may be inspected at the Office of Manager (Procurement & Stores) up to 1500 hrs. on **30.09.2020**. The Bidding Document is also available in the website www.ceypetco.gov.lk for inspection of interested bidders.

Clarifications (if any) shall be sought from the under mentioned Telephone/Fax numbers.

Chairman,
Departmental Procurement Committee,
C/o Manager (Procurement & Stores)
Ceylon Petroleum Corporation,
01st Floor,
No. 609, Dr. Danister De Silva Mw.,
Colombo 09.
Tele : 5455330, 5666225
Fax : 5455424

CONTENTS

	Page
1. INSTRUCTIONS TO CONSULTANTS (ITB)	
1.1 Introduction	1
1.2 Basis of Bid.....	1
1.3 Issue of Bid Documents	1
1.4 Documents to accompany the Bid.....	1
1.5 Sealing and marking of Bids	2
1.6 Period of Validity of Bids.....	2
1.7 Format and signing of Bids.....	2
1.8 Clarification of Bid Documents.....	3
1.9 Deadline for Submission of Bids	3
1.10 Late Bids.....	3
1.11 Modification, Substitution and Withdrawal of Bids.....	3
1.12 Closing of Bids.....	4
1.13 Opening of Bids by CPC	4
1.14 Bid Security Guarantee.....	5
1.15 Preliminary Examination of Bids	5
1.16 Corrections of Errors	5
1.17 Evaluation of Bids.....	6
1.18 Procurement Committee's right to accept or reject any or all Bids.....	6
1.19 Award Criteria	6
1.20 Site Visit.....	7
2. CONDITIONS OF CONTRACT (COC)	
2.1 Performance Guarantee.....	8
2.2 Professional Indemnity Insurance	8
2.3 Payment Terms.....	8
2.4 Confidentially.....	8
2.5 Law Governing Contract and Language.....	9
2.6 Force Majeure.....	9
2.7 Arbitration.....	9
3 TERMS OF REFERENCE.....	10-11
ANNEXURE – A - Form of Bid.....	12-13
ANNEXURE – B - Form of Agreement.....	14-15

01. INSTRUCTIONS TO ARCHITECTS

1.1 Introduction

1.1.1 The Chairman, Procurement Committee, Ceylon Petroleum Corporation will call National Competitive Bids for **Selection of a Professional Architect for Designing of the Area Office Building, Kurunegala**”.

1.2 Basis of Bid

1.2.1 Bids are to be forwarded for selection of a qualified, experienced Architect to provide the services indicated in clause 1.1 above.

1.2.2 Additional services provided by the Architect not covered in this Invitation to Bid shall be stated clearly. If no exceptions are stated, CPC would assume that Architect conforms to most stringent conditions of the Bidding document.

1.3 Issue of Bidding Documents

1.3.1 Bidding Document will consist of the following:

- a. Instructions to Architect
- b. Conditions of Contract (COC)
- c. Terms of Reference
- d. Form of Bid
- e. Form of Agreement

1.4 Documents to accompany the Bid

1.4.1 All Bids should contain adequate particulars in respect of the services offered.

- (a) Form of Bid (Annexure –A) duly completed and signed.
- (c) Proof documents of the Architect for the previous experiences for similar projects for the value of 50.0 million.
- (d) CVs of the Architect /s proposed including

Chartered Civil Engineer - 1 No. (10 years experience)
Architect - 1 No. (10 years experience)

1.5 Sealing and marking of Bids

- 1.5.1 Bids shall be submitted in duplicates as per the conditions specified in this Bid document. The original and the duplicate of the Bid should be placed in separate envelopes marked ‘**ORIGINAL**’ and ‘**DUPLICATE**’. Both envelopes should be enclosed in one securely sealed cover, which should be marked “**BID FOR THE SELECTION OF A PROFESSIONAL ARCHITECT FOR DESIGNING OF THE AREA OFFICE BUILDING, KURUNEGALA** ” on the top left hand corner and the statement, “**DO NOT OPEN BEFORE 1400 hrs. on 02.10.2020** (to be completed with the time and date specified in the Bid document) and shall be addressed to ;

Chairman,
Procurement Committee,
Bid for the Selection of a Professional Architect for Designing of the Area Office Building, Kurunegala,
Procurement & Stores Function, 1st Floor,
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 03,
Tel. 011-5455330 Facsimile: 011-5455424

- 1.5.2 If the outer envelope is not sealed and marked as required above, CPC will assume no responsibility for the Bids being misplaced or premature opening. If the outer envelope discloses the Architect’s identity, CPC will not guarantee anonymity of the bid submission but this disclosure will not constitute grounds for Bid rejection.

1.6 Period of Validity of Bids

- 1.6.1 All bids shall be valid for a **minimum period of 77 (Seventy Seven) days** (i.e up to 18.12.2020) from the closing date of the Bid. Architect should however, clearly indicate the maximum period that their offer would be valid. **A Bid valid for a shorter period less than 77 days will be rejected as non-responsive.**

1.7 Format and Signing of Bids

- 1.7.1 The Architect shall prepare an Original and a Duplicate of the Bid specified above, clearly marking as, “**BID FOR THE SELECTION OF A PROFESSIONAL ARCHITECT FOR DESIGNING OF THE AREA OFFICE BUILDING, KURUNEGALA**” - **Original and Duplicate** as appropriate. In the event of any discrepancy between the Original and Duplicate, the Original shall govern.
- 1.7.2 The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Architect, or person(s) duly authorized to bind the Architect to the Contract. **All pages of the Bid except for un-amended printed literature shall be initialed by the persons(s) signing the Bid.**
- 1.7.3 Any inter lineation, erasures or over-writing shall be valid only if they are initialed by the persons) signing the Bid.

1.8 Clarification of Bid Document

- 1.8.1 A prospective Architect requiring any clarification of the Bid document should notify CPC in writing by hand, facsimile (**Fax No. 5455424**) or Post at the CPC's mailing address indicated in ITB clause 1.5. CPC will respond in writing to any request for clarification or modification of the Bid document that is received not later than Seven (07) days prior to the deadline of submission of Bids prescribed by the CPC. Similarly, **if a Architect feels that any important provision is unacceptable, such objection should be raised at this stage.** Copies of the CPC's response will be sent to prospective Architect within Three (03) days prior to the closing of the Bid who have collected Bid documents.

1.9 Deadline for Submission of Bids

- 1.9.1 Chairman, Procurement Committee, CPC must receive Bids at the address specified under ITB Clause 1.5 not later than the time and date stipulated.
- 1.9.2 Chairman, Procurement Committee, CPC may at his discretion, extend this deadline for submission of Bids, by amending the Bid documents, in which case all right and obligations of CPC and the Architect will thereafter be subjected to the deadline as extended.

1.10 Late Bids

- 1.10.1 Any Bid received by the Chairman, Procurement Committee CPC, after the deadline for submission of Bids, will be rejected and returned unopened to the Architect.

1.11 Modification, Substitution & Withdrawal of Bids

- 1.11.1 The Architect may modify or withdraw his Bid after submission, provided that written notice of the modification or withdrawal is received by the Chairman, Procurement Committee of CPC, prior to the deadline prescribed for Bid submission.
- 1.11.2 The Architect's modifications shall be prepared, sealed, marked and dispatched as follows;

The Architects shall provide an Original and a Duplicate as specified in the ITB clause 1.7 of any modifications to his Bid, clearly identified as such in two envelopes, duly marked "**BID FOR THE SELECTION OF A PROFESSIONAL ARCHITECT FOR DESIGNING OF THE AREA OFFICE BUILDING, KURUNEGALA**". The envelopes shall be sealed in an outer envelope, duly marked "**BID MODIFICATIONS**".

- 1.11.3 A Architect wishing to withdraw his Bid, shall notify the Procurement Committee in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice

may also be sent by Facsimile, (**Fax No. 5455424**) but must be followed by the original, by post or by hand not later than the deadline for submission of Bids. The notice of withdrawal shall be addressed to the :-

Chairman,
Procurement Committee,
Bid for the Selection of a Professional Architect for Designing of the Area Office Building, Kurunegala,
Procurement & Stores Function, 1st. Floor,
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,

bearing the tender name and the words “TENDER WITHDRAWAL NOTICE”. tender withdrawal notices received after the deadline for submission of Bids will be ignored, and the submitted Bids will deem to be valid.

1.12 Closing of Bids

1.12.1 Bids, sealed and addressed as aforesaid, shall be sent under Registered Cover to reach

Chairman,
Procurement Committee,
Bid for the Selection of a Professional Architect for Designing of the Area Office Building, Kurunegala
Procurement & Stores Function, 1st Floor,
Ceylon Petroleum Corporation,
No.609, Dr. Danister De Silva Mawatha,
Colombo 09,

not later than **1400 hrs. Sri Lanka local time on 02.10.2020**. If the Architects or their representatives choose not to send their Bids under Registered Cover, they could deposit such Bids in the Tender Box provided for this purpose at the office of the;

Manager (Procurement & Stores)
Procurement & Stores Function, 1st. Floor,
Ceylon Petroleum Corporation,
No.609, Dr. Danister De Silva Mawatha,
Colombo 09.

1.13 Opening of Bids by CPC

1.13.1 Bids will be opened immediately after the closing date and time fixed for receipt of Bids, at the

Manager (Procurement & Stores)' Office,
1st. Floor,
Ceylon Petroleum Corporation,
No.609, Dr. Danister De Silva Mawatha,
Colombo 09,

or such other place as arranged, if the Manager (Procurement & Stores)' Office is not available.

- 1.13.2 The Chairman, Procurement Committee, CPC or his nominated representative will open the Bids in the presence of the Architect and/or their representatives, who choose to attend at the time on the date and at the opening place specified in the Invitation to Bid. Architect and/or their representatives shall sign a register as proof of their attendance.
- 1.13.3 The Bid Prices, discounts, and Architect's names, the presence or absence of the requisite Bid Security Guarantee and other such details, which the CPC at its discretion, may consider to be appropriate will be announced at the opening. Late Bids will not be entertained and will be returned unopened to the Architect.
- 1.13.4 Bids (and modifications sent pursuant to ITB Sub Clause 1.11) that are not opened will not be considered for evaluation, regardless of the circumstances.

1.14 Bid Security

Bid Security is not required for this bid.

1.15 Preliminary Examination of Bids

- 1.15.1 The CPC will examine the Bids to determine whether they are complete, any computational errors have been made, whether the documents have been properly signed, and the Bids are generally in order. The CPC may at its discretion call clarifications from Architects.
- 1.15.2 The request for clarification and the response shall be in writing within two weeks from the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

1.16 Corrections of Errors

- 1.16.1 Bids determined to be substantially responsive will be checked for any arithmetical error and errors will be corrected in the following manner.
 - a. Where there is a discrepancy between the amounts 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. 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.
- d. 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.
- e. If the bidder does not accept the corrected amount of bid, its bid shall be rejected and the bid security may be forfeited..

1.17 Evaluation of Bids :

- 1.17.1 CPC will carry out a detailed evaluation of the Bids, to determine whether the requirements of CPC including Technical and Financial aspects are properly addressed and the Bids are substantially responsive.

1.18 Procurement Committee's right to accept or reject any or all Bids.

- 1.18.1 The final decision for awarding this Contract will be decided by the Procurement Committee.
- 1.18.2 The Procurement Committee will not be bound to make the award to the Architect submitting the lowest bid.
- 1.18.3 The Procurement Committee reserves the rights to reject any or all Bids or any part thereof, without adducing any reasons.
- 1.18.4 The notice of acceptance of Bid will be sent by facsimile, followed by post to the successful Architect, to the address given in the Bidding document, soon after the decision of the Procurement Committee.

1.19 Award Criteria

- 1.19.1 Subject to ITB Clause 1.17 the Procurement Committee will award the contract to the successful Architect, provided that the Architect is determined to be qualified to perform the contract satisfactorily.
- 1.19.2 The successful Architect will be called upon to CPC Head Office, at No. 609, Dr. Danister De Silva Mawatha, Colombo 09, to provide Insurance Covers to CPC on the agreed schedule which should be one (01) year as per Clause 2.2 of COC.

1.19.3 The successful Architect will be called upon to enter into an Agreement with CPC. A specimen Form of Agreement is attached as Annexure B.

1.20 Site Visit

In addition to the services described above, the Architect's fee should include 15 number of site visits during construction (01st site visit for setting out of the building and interim site visits for interior work, paint colour planning etc.) which may include interviewing contractors with the client. Cost for site visit should include all expenses such as travelling, subsistence etc.

(2) CONDITIONS OF CONTRACT (COC)

2.1 Performance Guarantee

Performance Guarantee is not required for this contract.

2.2 Professional Indemnity Insurance

The Architect, on being notified by CPC of the acceptance of his bid, shall furnish at his own expense but on terms and conditions approved by CPC, a Professional Indemnity Insurance against the risks associated with the product submitted for the project and maintenance or defect liability period. The successful bidder shall submit a draft policy for the approval of CPC before obtaining the final Insurance Policy.

2.3 Payment Terms

- | | | |
|-------|--|--|
| 2.3.1 | Initial payment after providing at-least 3 schematic designs (Stage – I) | - 10% of Purchase Order value
(Excluding site visit cost) |
| 2.3.2 | Design phase payment upon completion of floor plans and 3 – D view for selected Proposal (Stage – II) | - 20% of Purchase Order value
(Excluding site visit cost) |
| 2.3.3 | Construction and tender drawings payment upon completion and handing over of all drawings to the Client for the selected Proposal (Stage – III) – (06 copies each) | - 30% of Purchase Order value
(Excluding site visit cost) |
| 2.3.4 | Payment in obtaining UDA approval (Stage – IV) | - 35% of Purchase Order value
(Excluding site visit cost) |
| 2.3.5 | Assisting evaluation | - 05% of Purchase Order value
(Excluding site visit cost) |
| 2.3.6 | Payment for site visits to Kurunegala (15 times) (Stage V) as per the quoted rate. | |

2.4 Confidentially

- 2.4.1 Other than as may be required by any applicable law, government order or regulation or by order or decree of any court of competent jurisdiction, the parties shall procure that their respective officers and employees shall keep secret and confidential for all documents, information and correspondence relating to this contract.

2.5 Law Governing Contract and Language

2.5.1 The contract shall be governed by and construed in accordance with the law(s) of Sri Lanka without giving effect to any choice of law and conflicts of law provisions and the language of the contract shall be English.

2.6 Force Majeure

2.6.1 Except as regards as act of God, War, Strike, Invasion, Civil war, Rebellion, Revolution, Insurrection, Earthquake or Plagues, the Architect shall undertake all risks and liabilities of whatsoever kind arising out of incidentals connected with this service.

2.7 Arbitration

2.7.1 If during continuance of this Contract or at any time after the termination thereof, any disputes or differences of opinion touching the interpretation of this contract were to arise between the parties hereto or their respective representatives, such differences or disputes shall be referred for Arbitration.

2.7.2 Arbitration shall be conducted under the rules of the Arbitration Centre of the Institute of the Development of Commercial Law & Practice (ICLP) in Sri Lanka & in accordance with the Arbitration Act No. 11 of 1995 of Sri Lanka. The Place of Arbitration shall be Colombo, Sri Lanka.

3. Terms of Reference

1. Background **Name of the PE** : Ceylon Petroleum Corporation
Location of the Assignment : No. 609, Dr. Danister De Silva
Mawatha, Colombo 09.

Project Summary: This assignment is to Select a Professional Architect for Designing of the Area Office Building, Kurunegala

Source of Financing : Ceylon Petroleum Corporation

2. Objectives :-

CPC is planning to Re-construct two or three storied Buildings of Area Office, Kurunegala

3. Scope of Services

Selected Architect should design Two or Three storied buildings for the Ceylon petroleum corporation Regional office in Kurunegala. The building should be quite different using aesthetic appearance, sustainability ,cost effective construction methods with attractive view and it is to be stand out in the premises.

A - BUILDING

Two or Three storied buildings.

Client requirement

1. In Ground floor

- 1.1. Vehicle park(Approximate 10No's)
- 1.2. Store room (15'0"x20'0")
- 1.3. Security office and Rest room.
- 1.4. M&R work shop(10'0"x10'0")
- 1.5. Maintenance staff rest room, Lunch room(30'0"x15'0")
- 1.6. Disable toilet
- 1.7. Wash and Toilet for M&R

2. In Upper floor

- 2.1 3No's Executive's room(10'0"x12'0")
- 2.2 Regional manager room with attached wash room(15'0"x12'0")
- 2.3 Staff officers area (To accommodate 35 Nr staff)

- 2.4 Record room,(15'0"x15'0")
- 2.5 Store room for stationery (15'0"x10'0"),
- 2.6 Staff lunch room.(20'0"x12'0")
- 2.7 Board room (To accommodate 60 persons)
- 2.8 Wash room and toilet.(Ladies and Gents Separately)

The Architect's Scope of work

- 1) Layout and Elevations, Sections designs (at-least 3 different floor plans with elevations).
- 2) Design development to the selected plan.
- 3) Produce 3-D view for the plans.
- 4) Provide Detail Drawings (Civil, Electrical, structural drawings and tender drawings).
- 5) Assisting the selection of a contractor at the evaluation stage.
- 6) The Architect is to review a checklist with the client to collect, complete information regarding the client's desired requirements.
- 7) The Architect should obtain UDA approval for the building for construction purposes. The total cost for obtaining UDA approval to be included in the tender price.
- 8) Giving specification, details in selecting finishing materials, colours and electrical fittings.

Form of Bid

To: The Chairman
Procurement Committee,
Ceylon Petroleum Corporation,
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 Architects and Conditions of Contract for Selection of a Professional Architect for Designing of the Area Office Building, Kurunegala, 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 Tender 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 Tender you may receive.
- A-4 The Bid we are offering is complete and fulfills the requirements discussed in the Bid document.
- A-5 We agree to abide by this Tender for a period of Seventy Seven (77) days from the date of opening of the Tender. 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 Guarantee.
- A-7 We affirm that the said Service will be delivered within a period of months after we receive notice of acceptance of our Tender from the CPC.

A-8 We offer the lump sum fixed price of Sri Lanka Rupees (in words) for selection of a qualified experienced Architect for actuarial valuation of employees retirement benefits of CPC as detailed out in this Tender 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 of2020.

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

Name

Address
.....
.....

Witnesses:

1. Signature:	2. Signature:
Name:	Name:
.....
.....
Address :	Address:
.....
.....

Form of Agreement

This Agreement made this _____ day of _____ 2020, 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 Selection of a Professional Architect for Designing of the Area Office Building, Kurunegala should be supplied by the Architect, and has accepted a Bid by the Architect for the supply of such service and the remedying of any defects therein.

The CPC and the Client 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**
 - **Technical Specifications**
 - **The Completed Schedule of prices and**
 - **The Local Agent’s Proposal**

3. In consideration of the payments to be made by the CPC to the Architect as hereinafter mentioned, the Architect 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 Architect 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 Architect	
<u>In the presence of</u>		<u>In the presence of</u>	
Name		Name	
Signature		Signature	
Address		Address	