



***CEYLON PETROLEUM CORPORATION***

***LANDSCAPING WORK AT MUTHURAJAWELA  
LUBRICANT AND WAREHOUSE AREA***

***B/63/2019***

***BIDDING DOCUMENT***

***2019***

**CEYLON PETROLEUM CORPORATION**

**Bid for the Contract “Landscaping Work at Muthurajawela Lubricant and Warehouse Area”**

*B/63/2019*

**Invitation to Bid**

*Ceylon Petroleum Corporation (CPC) at No. 609, Dr. Danister De Silva Mawatha, Colombo 09, Sri Lanka, will receive sealed Bids for the contract “Landscaping Work at Muthurajawela Lubricant and Warehouse Area” from interested bidders who have past experience in similar work.*

**Failure to furnish documents requested in this document may result in the Bid being rejected.**

## **INVITATION FOR BIDS (IFB)**

***Ceylon Petroleum Corporation (Ministry of Highways & Road  
Development & Petroleum Resources Development)***

### ***BID FOR THE “LANDSCAPING WORK AT MUTHURAJAWELA LUBRICANT AND WAREHOUSE AREA”***

**400026998**

**B/63/2019**

*The Departmental Procurement Committee of Ceylon Petroleum Corporation invites National Competitive Bids from eligible bidders for the “Landscaping Work at Muthurajawela Lubricant and Warehouse Area” at an estimated cost of Rs. 2.0 million. The period of Construction of this work is two (02) months.*

*Bidding documents can be obtained between 0900 hrs. to 1500 hrs up to 13.12.2019 from the office of Manager (Procurement & Stores), Ceylon Petroleum Corporation, 1<sup>st</sup> floor, Procurement & Stores Function, No. 609, Dr. Danister De Silva Mawatha, Colombo 09 on a written request and payment of non-refundable fee of Rs. 500.00 (ie. 426.26 + 2% NBT + 15% VAT) per set.*

*The bid will be closed at 1400 hrs on 16.12.2019 and opened at the office of Manager (Procurement & Stores), at the above address, immediately after closing time of the Bid. Bidders or their authorized representative will be permitted to be present at the opening of 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) at the above address.*

*Bidding documents may be inspected at the same address between 0900 hrs to 1500 hrs up to 13.12.2019. Clarification if any shall be sought from Manager (Procurement & Stores) on Tele Nos. 5455330, facsimile : 5455424.*

*Chairman,  
Departmental Procurement Committee,  
C/o Manager (Procurement & Stores),  
Procurement & Stores Function,  
Ceylon Petroleum Corporation,  
1<sup>st</sup> Floor, No. 609, Dr. Danister De Silva Mawatha,  
Colombo 09.*

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## 1. INSTRUCTIONS TO BIDDERS

### 1.1 Introduction

Ceylon Petroleum Corporation (CPC) is calling Bids from bidders who have past experiences in similar work for the contract "Landscaping Work at Muthurajawela Lubricant and Warehouse Area".

### 1.2 Content of the Bidding Documents

Bidding Document will consist of the followings ;

- 1.2.1 Instructions to Bidders (ITB)
- 1.2.2 Conditions of Contract (COC)
- 1.2.3 Bill of Quantities
- 1.2.4 Drawing
- 1.2.5 Form of Bid
- 1.2.6 Format of Bid Security Guarantee
- 1.2.7 Format of Performance Guarantee

### 1.3 Documents to accompany the Bid

All Bidders shall furnish adequate information in respect of the items offered.

Failure to furnish the following documents and details, with the bid may result in the Bid being rejected. All documents shall be furnished in English language.

- 1.3.1 Past performance – Bidders should forward past supply records for the last Three (03) years for similar work
- 1.3.2 Schedule of Prices duly completed and signed.
- 1.3.3 Form of Bid (**Annex A**) duly completed and signed.

### 1.4 Sealing and marking of Bids

Bids shall be submitted in duplicates. The original and the duplicate of the Bid shall be placed in separate envelopes marked '**ORIGINAL**' and '**DUPLICATE**' and shall be marked "**BID FOR THE LANDSCAPING WORK AT MUTHURAJAWELA LUBRICANT AND WAREHOUSE AREA**" (The Invitation to Bid title) on the top left hand corner and the statement, "DO NOT OPEN BEFORE **1400 hrs on 16.12.2019** (to be completed with the time and date specified in the Bidding Document).

Manager (Procurement & Stores),  
Procurement & Stores Function,  
1<sup>st</sup> Floor, No. 609,  
Dr. Danister De Silva Mawatha,  
Colombo 09.  
Sri Lanka.

If the envelope is not sealed and marked as stated above, CPC will not take the responsibility for the Bids being misplaced or premature opening. In the event of any discrepancy between the Original and the Duplicate, the Original shall govern.

### **1.5 Period of validity of Bids**

All bids shall be valid for a **minimum period of Seventy Seven (77) days (ie. up to 02.03.2020)** from the closing date of the Bid. **A Bid valid for a shorter period will be rejected as non-responsive.**

### **1.6 Signing of Bids**

The Original and the Duplicate of the Bid shall be typed, or written in indelible ink, and shall be signed by the Bidder. **All pages of the Bid except for un-amended printed literature shall be initialed by the person(s) signing the Bid.**

Any inter lineation, erasures or over-writing shall be valid only if they are initialled by the person(s) signing the Bid.

### **1.7 Clarification of Bidding Document**

A prospective Bidder requiring any clarification of the Bidding Document should notify CPC in writing by hand or post or facsimile at the CPC's mailing address indicated in the Bidding Document clause 1.4. Similarly if a Bidder feels that any important provision is unacceptable, such objection should be raised at this stage. CPC will respond in writing to any request for clarification or modification of the Bidding Document that is received not later than Seven (07) days prior to the deadline of submission of Bids prescribed by the CPC.

### **1.8 Deadline for submission of Bids**

CPC must receive Bids at the address specified in **ITB Clause 1.4**, not later than **1400 hrs. on 16.12.2019**.

### **1.9 Late Bids**

Any Bid received by CPC after the deadline for submission of Bids, will be rejected and returned unopened to the Bidder.

### **1.10 Withdrawal of Bids**

A Bidder wishing to withdraw his Bid shall notify the CPC in writing prior to the deadline prescribed for the submission of Bids. A withdrawal notice may also be sent by Facsimile, 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 sent to the Manager (Procurement & Stores), which the address is given in Clause No. 1.4.

### **1.11 Closing of Bids**

Bids shall be closed at **1400 hrs on 16.12.2019** and hence bids shall be reached to the address given in clause no. 1.4 before the time and date specified in clause no. 1.8.

### **1.12 Opening of Bids by CPC**

Bids will be opened immediately after the closing date and time fixed for receipt of Bids. The address where bids are opened is given in clause 1.4.

### **1.13 Bid Security Guarantee**

Each Bid shall be accompanied by a Bid Security Guarantee, (if requested) undertaking that the bid will be held valid for the specified period, and that the bid will not be withdrawn during that period. Such security shall be in the form of a Bank Draft or a Bank Guarantee issued / confirmed by a recognized Bank in Sri Lanka, and payable to the CPC on demand in a sum of **Rupees Thirty Thousand only (Rs. 30,000.00)**.

The Bid Security Guarantee should be valid for hundred and Seven (107) days (i.e up to 31.03.2020) from the date of closing of Bid. A form of Bid Security Guarantee is attached in Annex "B".

Failure to submit the Bid Security Guarantee at the time, or before the closing of Bid, and in accordance with above said requirements, and in the format provided, will result in the Bid being rejected. Bid Security Guarantee from unsuccessful Bidders will be returned to them after the award is made to the successful Bidder. The Bid Security of the successful Bidder will be returned only after receipt of the **Performance Security Guarantee**.

### **1.14 Schedule of Prices**

Bidders are required to duly sign and return the "Schedule of Prices" as indicated in the bidding document.

### **1.15 Preliminary Examination of Bids**

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. If not, CPC may at its discretion call clarifications from the Bidder. The request for clarification and the response shall be in writing within one week's form the clarifications and no change in the price or substance of the Bid shall be sought, offered or permitted.

### **1.16. Correction of Errors**

- 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.

### **1.17 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.

### **1.18 CPC's right to accept or reject any or all Bids**

The CPC will not be bound to make the award to the Bidder submitting the lowest offer.

The CPC reserves the right to reject any or all Bids or any part thereof, without assigning any reasons. The CPC may accept any or all items of an bid, and reserves the right to increase or decrease the number of units to be contracted for, at prices indicated in the Schedule of Prices.

### **1.19 Notice of Acceptance**

The notice of acceptance of 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 CPC.



## **1.20 Award Criteria**

1.20.1 Subject to ITB Clause 1.17, the CPC will award the contract to the successful Bidder, whose Bid has been determined to be substantially responsive, lowest evaluated Bid, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.20.2 The successful Bidder will be called upon to carry out the service or part thereof conforming to conditions, and strictly by the agreed delivery dates.

1.20.3 If the Successful bidder is called upon to enter in to an Agreement with CPC, the bidder should be ready to sign an agreement with CPC.

## 2. CONDITIONS OF CONTRACT (COC)

### 2.1 Performance Security:

The successful Bidder will be notified by CPC to furnish a Performance Guarantee. This guarantee shall be submitted on his own cost and within fourteen (14) days of such notification through / confirmed by a reputed Commercial Bank in operation in Sri Lanka, for a sum equivalent to 10% of the **total Bid value** of the accepted Bid. The Performance Security shall be complied to the format given in Annex C. The period of validity of this performance security shall be the expected period of delivery of goods/equipment plus one month. (i.e. period of the contract plus one month)

If the successful Bidder fails to furnish the Performance Security 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 Security 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 shall be forfeited.

### 2.2 Mode of Payment

Payments will be done within a period of 30 days from the date of submission of invoice .

### 2.3 Maintenance Period

The work completed shall be maintained for a period of 365 days from the date of handing over of the site. However, the contractor shall maintain the "kumbuk" and "Mee" trees for another one year (i.e. total 02 years)

### 2.4 Defaults by Successful Bidder

If the successful Bidder, defaults in the supply or otherwise commit a breach of any of the provisions in the Contract with CPC, he shall be liable to pay to CPC, all losses, damages and expenses incurred by CPC, in consequence of such default or breach. 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 Annex- 'A' is attached.

## **2.5 Liquidated Damages**

Liquidated Damages amounts to Rs. 4,000.00 will be levied per each day delayed beyond the period of delivery specified in the contract up to a maximum of 10% of the initial contact 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 Arbitration.**

If during the 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.

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

## **2.8 Termination :**

The Purchaser may at any time terminate the contract by giving written notice to the supplier, if the Supplier breach of any of the provisions in the contract with CPC for the Landscaping Work at Muthurajawela Lubricant and Warehouse Area or becomes bankrupt or otherwise insolvent. In this event, termination will be done without compensation to the Supplier, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**BILL OF QUANTITIES****CEYLON PETROLEUM CORPORATION****JOB - LANDSCAPING WORK AT MUTHURAJAWELA LUBRICANT AND WARE HOUSE****AREA****BOQ No : 2019 / MUT/01**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
	<p><b><u>Landscaping work</u></b></p> <p><b><u>Turfing</u></b></p> <p>Turfing (Malasian Grass) the surface on which turf to be laid shall be tamped and leveled as shown in plan and in accordance with the instruction of the Consultants.</p> <p>The surface shall be backfilled with top soil up to 100mm and leveled.</p> <p>The turf shall be cut from areas selected and with the prior approval of the C P C Engineer in sods of approx. 225mmx225mmx75mm thick and shall be conveyed to the site in such a manner that the backing is not lost.</p> <p>Before turfing, the surface shall be raked and leveled by adding cocopeat and well watered.</p> <p>The sods shall be tamped to obtain a uniform level and well watered. The sods shall be watered daily during the maintenance period.</p> <p>Two weeks after turfing a selected chemical fertilizer shall be applied to the grass in accordance with the manufacturer's prescription.</p> <p>During the period of maintenance the grass shall be trimmed with a lown mover / grass cutter at regular intervals as required.</p>				
<b>1.0</b>	<b>Supply and laying of Turfing (Malasian Grass) as per above specification.</b>	<b>2000.0</b>	<b>m<sup>2</sup></b>		

**BILL OF QUANTITIES**  
**CEYLON PETROLEUM CORPORATION**  
**JOB - LANDSCAPING WORK AT MUTHURAJAWELA LUBRICANT AND WARE HOUSE**  
**AREA**  
**BOQ No : 2019 / MUT/01**

ITEM NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>Paving blocks .</u></b> Paving blocks compressive strength equivalent to Grade 30 concrete.(Test report to be submitted) Paving blocks colour should be absolute black Size of the paving stone should be 220mm x 110mm and height 80mm Paving blocks placed on 50mm (min) sand bedding on the well compacted soil to the Edges of the paving should be finished with mass concrete equivalent to paving stone strength.				
2.0	Supply and laying of paving blocks as per above specification.	20.0	m <sup>2</sup>		
	<b><u>Planting trees</u></b>				
3.0	Supply and planting of good quality "Mee" trees of 0.6m high	5.0	Nos		
4.0	Supply and planting of good quality "Fox Tail" trees of 1.5m high.	19.0	Nos		
5.0	Supply and planting of good quality "Kumbuk" trees of 0.6 m high.	17.0	Nos		
6.0	Supply and planting of good quality "Ixora " trees of 0.150m high , 300mm intervals .	950.0	m		
	<b>TOTAL AMOUNT</b>			<b>Rs</b>	
	<b>LESS DISCOUNT (If any)</b>			<b>Rs</b>	
	<b>SUB TOTAL</b>			<b>Rs</b>	
	<b>ADD NBT(.....%)</b>			<b>Rs</b>	
	<b>SUB TOTAL</b>			<b>Rs</b>	
	<b>ADD VAT(.....%)</b>			<b>Rs</b>	
	<b>TOTAL WITH TAXES</b>			<b>Rs</b>	

Total amount in words .....

Name of Tenderer .....

VAT Registration No :-

Address .....

.....

Date

.....

Signature of Tenderer

#### **4. DRAWINGS**

As per attached the Drawing.

Form of Bid

**To:** The Chairman  
Procurement Committee,  
Ceylon Petroleum Corporation,  
1<sup>st</sup> 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, Conditions of Contract for “Landscaping Work at Muthurajawela Lubricant and Warehouse Area” 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 Bidding document.

A-5 We agree to abide by this Bid for the 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, Bidding Conditions and Performance Guarantee.

A-7 We offer the lump sum fixed price of Sri Lanka Rupees ..... (in words) ..... for the Supply of the service at ....., as detailed out in this Bid 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 Bid or to accept.

Dated this ..... day of .....2020.

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

Name .....

Address .....  
.....  
.....

Witnesses:

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

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



**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 Guarantee, 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

Guarantee 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 PERFORMANCE SECURITY

.....  
[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 "Construction"  
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], upon receipt by us of your first demand in writing accompanied by a written  
statement stating that the Contractor is in breach of its obligation(s) under the  
Contract, without your needing to prove or to show grounds for your demand or the  
sum specified therein.

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

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.

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[Signature(s)]