



CEYLON PETROLEUM CORPORATION

(Established by Parliamentary Act Number 28 Of 1961)

BIDDING DOCUMENT

TENDER FOR GARDEN MAINTENANCE OF

REFINERY PREMISES

Tender No REF- PD/SER/04/2022

TENDER NOTICE

CEYLON PETROLEUM CORPORATION REFINERY DIVISION

GARDEN MAINTENANCE OF REFINERY PREMISES

Tender No REF- PD/SER/04/2022

The Chairman, Departmental Procurement Committee on behalf of Ceylon Petroleum Corporation (CPC) invites sealed bids from eligible bidders for “Garden Maintenance of Refinery Premises” for 12 months”.

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.

Due to the Covid-19 pandemic, the bidders can download the bidding document from CPC website, i.e - <http://ceypetco.gov.lk/public-tenders/>. The bidder should pay a non-refundable fee of Rs. 1,000.00 (Rs. 892.86 + 12% VAT) to the Account No. 004100110208633 of Ceylon Petroleum Corporation of People’s Bank (Head Office) and the payment receipt should be submitted along with the Bid and the bidder should notify this immediately in an e-mail to ref.procurement@ceypetco.gov.lk with the softcopy of payment receipt and contact details of the bidder.

The Bid will be closed at 1400 hrs. on 07/07/2022 and opened at the Office of Manager (Procurement & Stores) at the address given below, immediately after the closing time of the Bid.

The interested bidders may obtain further information from Deputy Refinery Manager (Maintenance & Projects) via Tel. 0112400684.

Chairman, Departmental Procurement Committee,
c/o Manager (Procurement & Stores),
Ceylon Petroleum Corporation,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09,
Tele : 0094-11-5455332
Fax : 0094-11-545542

1. INSTRUCTIONS TO BIDDERS (ITB)

1.1 Basis of Contract

The contract will be to supply services for maintenance of Refinery premises as per the scope of work and terms and conditions in this bidding document, at a fixed price agreed in the contract. The contract will be entered into with CPC for a period of 12 months.

1.2 Eligibility of the Bidder

Bidders shall not be blacklisted by any of the government, semi-government institution. The bidder shall have experience in providing garden maintenance services in similar nature.

1.3 Bidding Documents

Bidding Document will consist of the followings:

1. Invitation to Bid
2. Instructions to Bidders
3. Conditions of Contract (CoC)
4. Scope of Work
5. Other Conditions of contract
6. Schedule of Prices
7. Form of Bid
8. Format for Bid Security Guarantee
9. Form of Agreement
10. Format of Performance Guarantee

1.4 Pre Bid Meeting & Site Visit

The Bidder will be required to attend a pre bid meeting, at the Training Centre of Ceylon Petroleum Corporation, Refinery Division scheduled on 30/06/2022 at 09.30 hrs.

The Contractor will examine the sites and its surroundings, before submitting their bid and shall satisfy themselves as to the nature of the site, the quantities and nature of the work and all relevant information as to risks, contingencies and other circumstances which may influence their tender.

However CPC reserves the right to differ this meeting with advanced notice to prospective bidders.

CPC will not be responsible for any costs incurred by the prospective bidders, involved with the attendance to this meeting.

Attendance to this meeting by an authorized and competent representative of the Bidder, along with a letter of authorization, will be compulsory.

Failure to attend the meeting will result in the Bid offer being rejected.

1.5 Schedule of Prices

All rates shall be furnished in the “**Schedule of Prices**” in “**SCHEDULE A**” of this Bidding document.

The rate should be lump sum fixed price per month for total job inclusive of cost towards to employing labourers (all charges towards statutory compliance such as EPF, ETF, Bonus, Gratuity, Leave Compensation, etc). Wages paid to the employees shall be in compliance with relevant categories of Wages Board Ordinance.

Quoted rates should be free from any pre-conditions regarding payments etc or otherwise offers are liable to be rejected.

There will be no escalation in the price during entire contract period.

Offers not sent in the given format and in the manner required will be rejected.

1.6 Value Added Tax/ NBT

If the Bidder has registered for VAT/ NBT, the amounts (percentages) of VAT/ NBT shall be indicated separately, along with VAT/ NBT registration numbers of the Bidder.

1.7 Bid Security Guarantee:

Each Bid shall be accompanied by a Bid Security Guarantee, undertaking that the offer will be valid for 90 days and that the offer will not be withdrawn during that period. Such Bid Security Guarantee shall be in the form of guarantee issued by a recognized commercial Bank in Sri Lanka and acceptable to the CPC, Refinery and should be encashable on demand and payable to CPC in a sum of Rupees One Hundred Thousand (Rs 100,000/=)

The Bid Security Guarantee shall be valid for 120 days (up to 04/11/2022) from the date of closing of the tender and shall be in accordance with the specimen in *Annex "B"*, "Format for Bid Security Guarantee".

Failure to submit the Bid Security Guarantee at the time or before the closing of tender and in accordance with the above said requirements will result in the tender offer being rejected. Bid Security Guarantee from unsuccessful bidder will be returned to them after an award is made in accordance with the above said requirements.

The Bid Security Guarantee of the successful bidder will be returned back to him after receipt of Performance Guarantee.

1.8 Documents / Information to be submitted with the Bid

The following documents / information shall be submitted with the bids.

- (1) The Original copy of the Bid Security Guarantee
- (2) The Schedule of Prices, duly completed & signed
- (3) The Form of Bid, duly completed & signed
- (4) The past experience records of recently handled jobs and currently handling jobs of similar nature.
- (5) The bidder shall produce the evidence for payments of ETF and EPF contribution (ie C Form) to its presently working cleaning service employees for the past years.
- (6) Business Registration certificate.
- (7) Company profile

1.9 Sealing & Marking of Bids:

Bids shall be submitted in duplicates as per the conditions specified in this Bidding Document. The original and the duplicate of the Bid shall be placed in separate envelopes marked '**ORIGINAL**' and '**DUPLICATE**'. Both envelopes shall be enclosed in one securely sealed cover, which shall be marked "**BID FOR THE GARDEN MAINTENANCE OF REFINERY PREMISES**" on the top left hand corner and the statement, "**DO NOT OPEN BEFORE 1400 hrs. on 07/07/2022** (to be completed with the time and date specified in the Bidding Document) and shall be addressed to:

**Chairman, Departmental Procurement Committee,
C/o Manager (Procurement & Stores),
Procurement & Stores Function,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.**

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 Bidder's identity, the CPC will not guarantee anonymity of the Bid submission but this disclosure will not constitute grounds for Bid rejection.

1.10 Period of Validity of Bids

All offers shall be valid for a minimum period of Ninety (90) days from the Date of Closing of the Bid. Bidders should however, clearly indicate the maximum period that their offers would be valid. A Bid valid for a shorter period will be rejected as non-responsive.

1.11 Modification, Substitution & Withdrawal of Bids

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

- a) The Bidders shall provide an Original and a Duplicate, as specified in **the clause 1.9** of any modifications to his Bid, clearly identified as such in two envelopes, duly marked "**BID FOR THE GARDEN MAINTENANCE OF REFINERY PREMISES**". The envelopes shall be sealed in an outer envelope, duly marked "**BID MODIFICATIONS**".
- b) 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 forwarded to the address specified in **Clause 1.9**

Bearing the Bid name and the words "**BID WITHDRAWAL NOTICE**". Bid 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

Bid offers, sealed and addressed as aforesaid, shall be sent under Registered Cover or delivered, to reach:

**Chairman, Departmental Procurement Committee,
C/o Manager (Procurement & Stores),
Procurement & Stores Function,
No. 609, Dr. Danister De Silva Mawatha,
Colombo 09.**

not later than 14.00 hrs on 07/07/2022.

If the bidders or their representatives choose not to send their bid offers under Registered Cover, they may deposit such Bids in the tender box provided for this purpose at the above address.

Any Bid received by the Chairman, DSPC after the deadline for submission of Bids, will not be considered and returned unopened to the Bidder.

1.13 Opening of Bids

Bids will be opened immediately after the closing date and time fixed for receipt of Bids, at the office of **Manager (Procurement & Stores), Ceylon Petroleum Corporation, No. 609, Dr. Danister De Silva Mawatha, Colombo 09.**

The Chairman, DSPC or his nominated representative will open the Bids, in the presence of the Bidders and / or their representatives, who choose to attend at the time on the date and at the opening place specified in the Bidding document.

1.14 Award Criteria

DSPC 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 and capable to perform the contract satisfactorily.

Substantially responsive bidder shall provide all necessary details to prove their ability to provide a successful service. This shall include a list of organizations they have supplied this service.

The successful Bidder will be called upon to provide maintenance services to Refinery Premises in conformity with the Tender Conditions for 12 Months with effect from the date of award.

The Successful bidder will be called upon to enter into an Agreement with CPC. A Specimen “**Form of Agreement**” is attached as **Annex –“C”**

1.15 Rights of the Procurement Committee to Accept or Reject any or all Bids

The Departmental Standard Procurement Committee reserves the right to accept or reject any bid without giving reasons.

2. CONDITIONS OF CONTRACT (COC)

2.1 Performance Guarantee

On the tender being accepted, CPC shall notify such acceptance by a letter or fax to the successful bidder whose tender has been accepted. Such notification shall require the successful bidder to furnish at his own cost and expenses, a Performance Guarantee through a reputed Commercial Bank in Sri Lanka acceptable to the Refinery in a sum of not less than 10% of the full contract price (price for 12 months period) of the successful tenderer within one week. The Performance Guarantee shall be valid for 13 months and shall be strictly on the form given in Annex "D", "Format for Performance Guarantee" which will be released after successful completion of the job awarded.

If the successful Bidder fails to furnish the Performance Guarantee as provided therein, the bid will be rejected and such bidder will be placed in the list of defaulting contractors.

Further 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 forfeiture of his Bid Security Guarantee.

2.2 Validity of Bid offer

The rates quoted shall be valid for a period of 12 months commencing from the date of award of the Contract & no rate increase will be entertained.

2.3 Payment

Payments will be made on monthly basis. The Contractor shall send the invoices to CPC for the actual services given, at the end of each month and CPC Officer- In-charge of this work will certify the bill if the works are carried out satisfactorily.

2.4 Deductions/ Penalties

In case the contractor fails to employ required labour force (15 labourers) as mentioned in the bidding document clause No. 2.8, CPC has right to make deductions as penalties from the monthly payment as follows.

- a) For absence of a labourer, 0.3% of the Lump Sum Price Per Month will be deducted per day.

If there is any damage to the CPC property or any other financial burden on the CPC because of willful or negligent action by his personnel, CPC shall be entitled to recover the same by means of compensation from the contractor.

2.5 Rights of CPC

CPC, reserves the right to place orders for carrying out maintenance services in any other form as might be considered necessary in the circumstances and the Corporation does not bind itself to place orders on any one particular contractor exclusively. However, once the award has been made and rates of any successful Bidder accepted, he will be bound to supply the services stipulated in the contract, at the accepted rates.

2.6 Termination of Contract

CPC also reserves the right to terminate the contract by giving one month's notice without assigning any reason.

In the case of any failure to provide required services throughout the month as per the tender conditions and the CPC satisfaction, CPC reserves right to terminate the contract without asking any reason, in which event the Performance Guarantee will be forfeited and the contractor will be placed in the list of defaulting contractors.

2.7 Arbitration:

All disputes arising between the parties hereto or their respective representatives, in connection with this contract, during its continuance or at any time after the termination thereof, shall be referred for Arbitration.

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 and in accordance with the Arbitration Act No. 10 of 1995 of Sri Lanka.

2.8 Scope of Work

Minimum labour force & working hours

- 15 labourers – from Monday to Saturday – 7.30 to 16.30 hrs
(except Full Moon Poya Days & Corporation holidays)

The following works are required to be carried out in the Refinery in order to maintain the Refinery premises neat and tidy.

- a) Cutting/trimming of grass in the entire Refinery premises at regular intervals of time to give uniform look (grass height – only about 1”).
- b) Trimming and shaping of hedges and plants.
- c) Weeding out wild plants & unnecessary grass.
- d) Cutting of branches of trees as requested by CPC.
- e) Sweeping all roads in plant area regularly and removing of weeds, grass, and unwanted plants etc., that grow on the sides of the roads and disposing properly and keeping them in a neat and clean condition.
- f) Spraying weedicides as and when instructed by CPC.
- g) Cleaning of trenches/ drainage lines.
- h) Cleaning of fences and all miscellaneous garden cleaning work.
- i) Collecting litters and discarded items and dispose to a dump yard as instructed by CPC.
- j) Overall cleaning and maintenance of refinery premises in a very cleaned and attractive condition in order to give a beautiful look.

2.9 Other Terms & Conditions of Contract

- 2.9.1. All machineries, tools and equipment including grass cutting machines, bush cutters, spraying machines, chain saws, brooms, mamotees, choppers, etc and personnel safety equipment and petrol will be provided by CPC.
- 2.9.2. The contractor shall deploy sufficient work force to execute the scope of work to meet the expectations of CPC.
- 2.9.3. Supervision of all activities will be done by the labour supervisor of the Refinery.
- 2.9.4. All labourers employed shall be physically fit males of 25-45 years of age and shall have ability to use all necessary machineries & equipment and five of them shall have ability to spray weedicides.
- 2.9.5. The labourers employed are expected to be honest and diligent people with a good moral conduct. In case any of the labourer so provided is not found suitable or in the event of any act of misconduct by any labourer, the contractor shall take immediate action to remove such employee and replace him with a suitable employee in order to prevent disruption of the service.
- 2.9.6. The contractor is liable to supply labourers for Sundays, poya days, corporation & other mercantile holidays as and when requested by CPC. In case of such situations an additional payments will be made to the contractor as per the rates quoted in the "Schedule of Prices" in "SCHEDULE A" (Item No. B).
- 2.9.7. The contractor shall be responsible for paying fair and reasonable wages in compliance with relevant categories of Wages Board Ordinance to the labourers involved in this service and their EPF and other obligations. Documentary proof for EPF contributions made (ie C form) shall be submitted along with the bid.
- 2.9.8. The contractor is liable to supply cost break down of the quoted price as and when requested by CPC.
- 2.9.9. The contractor is expected to obtain blanket insurance cover for all labourers involved, against accidents, injuries, deaths etc. Any type of losses due to any such incident is the sole responsibility of the contractor.
- 2.9.10 All labourers involved shall be highly reliable people who are personally known to the contractor. They shall all be screened with police clearance reports, which will be a mandatory requirement (if requested by CPC). Producing of these reports shall be the responsibility of the contractor.

SCHEDULE OF PRICES
TENDER FOR GARDEN MAINTENANCE OF
REFINERY PREMISES
PUBLIC TENDER REF – PD/SER/04/2022

CEYLON PETROLEUM CORPORATION
REFINERY DIVISION

Description	Lump Sum Price Per Month (without VAT) Rs.
A. Total Monthly Cost (without VAT) (Rs) - To supply minimum 15 Labourers to maintain CPC Refinery Premises gardens in accordance with the CPC Scope of Work and General Conditions in the Bidding Document.

Description	Rate Per day per labourer (without VAT) Rs.
B. To supply of an additional labourer as and when requested by CPC on Sundays, Poya days, Corporation & other Mercantile holidays for working from 7.30 hrs to 16.30 hrs

VAT Registration No. is to be indicated, if VAT is paid by the bidder in respect of this service. If it is not indicated in the quotation, CPC will not pay VAT component.

VAT Registration No :- (if applicable only)

Signature : Date :

Name :

Designation :

Company Name : Company Stamp:

Address :

Telephone No :

Fax No :

FORM OF BID

To: The Chairman
Departmental Standard Procurement Committee (Minor)
Ceylon Petroleum Corporation
Refinery Division
Sapugaskanda
Kelaniya
SRI LANKA

From:
.....
.....

Sir,

- A-1 Having familiarized ourselves with the formal request for Instruction to Bidders and Conditions of contract, for “Tender for Garden Maintenance of Refinery Premises”, 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 offer 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 offer 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 offer for the period of Ninety (90) days from the date of opening of the same. Conditions and prices quoted will 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 Tender, Tender Conditions and Performance Guarantee.
- A-7 We affirm that providing of the said services will commence within 14 days after we receive notice of acceptance of our Bid from the CPC.
- A-8 We offer the prices as given in the “**Schedule of Prices**” for “Tender for Garden Maintenance of Refinery Premises” as detailed out in this tender document.

We agree that it is open to the Procurement Committee to reject this offer or to accept.

Dated this day of2022.

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: |
| | |

FORMAT FOR BID SECURITY GUARANTEE

[this 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: **Deputy Refinery Manager, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya**

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

BID SECURITY No.: ----- [insert (by issuing agency) number] We have been informed that -
----- [insert (by issuing agency) name of the Bidder]
(hereinafter called "the Bidder") has submitted to you its bid dated -----[insert (by issuing agency) date] (hereinafter called "the Bid") for the execution of **Tender for Garden Maintenance of Refinery Premises** under Invitation for Bids No. **REF- PD/SER/04/2022**.

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") ; or
- (c) having been notified of the acceptance of its Bid by the Employer 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) the successful bidder furnishing the performance security, 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 AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, CPC and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

WHEREAS

- (a) the CPC has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the CPC that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of ;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The Conditions of Contract;
- (b) The Contract Data;
- (c) The Form of Bid
- (d) The Schedule of Prices
- (e) The CPC’s Requirements
- (f) The following Appendices : *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*
 - Appendix A: Description of the Services
 - Appendix B: Schedule of Payments
 - Appendix C: Key Personnel
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the CPC and the Service Provider shall be as set forth in the Contract, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The CPC shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of CPC

[Authorized Representative]
 For and on behalf of *[name of Service Provider]*

[Authorized Representative]

FORMAT FOR PERFORMANCE GUARANTEE

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

Beneficiary:

Deputy Refinery Manager, Ceylon Petroleum Corporation, Refinery Division, Sapugaskanda, Kelaniya
[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 **Tender for Garden Maintenance of Refinery
Premises**. [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.

[Signature(s)]