

**CEYLON PETROLEUM STORAGE
TERMINALS LIMITED**

BIDDING DOCUMENT

FOR

**CUT AND REMOVE GRASS, BUSHES & SMALL
TREES AT HILL AREA, FLAT LAND AND
MARSHY LAND AREA, KOLONNAWA
INSTALLATION**

KPR /19/2023

Employer:

Chairman,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.

Engineer:

Manager,
Premises and Engineering Services Function,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.

Issued to:.....

Issued by:.....

Date:.....

March 2023

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VOLUME - 01

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SECTION 01

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

Instructions to Bidders applicable to this contract are that given in Section-I of the Standard Bidding Document for Procurement of Works. CIDA Publication No.ICTAD/SBD/03, Second Edition ,January 2007, published by the Construction Industry Development Authority (CIDA), “Savsiripaya”, 123, Wijerama Mawatha, Colombo 07.

This publication will not be issued with the Bidding Document and the Bidder is advised to purchase it from CIDA.

Instructions to Bidders shall be read in conjunction with the “schedule” provided under section-5 of the Bidding Document (Volume 2)

Instructions to Bidders will not be a part of the contract.

SECTION 02

STANDARD FORMS

- Form of Bid Security
- Form of Agreement
- Form of Performance Guarantee
- Form of Guarantee for Mobilization Advance Payment

FORM OF BID SECURITY

[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: Chairman and Managing Director,
Ceylon Petroleum Storage Terminals Limited,
Oil Installation, Kolonnawa.

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]* (hereinafter called "the Bidder") has submitted to you its bid dated ----- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the ----- 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"); 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 AGREEMENT made the (day)
 (month) (year) between
 (name and address of the employer)
 (hereinafter called and referred to as the “Employer”) of the one part, and
 (name and address of the contractor) (hereinafter called and
 referred to as “the Contractor”), of the other part:

WHEREAS the Employer desires that the Contractor execute
 (name & identification number of Contract) (hereinafter called and referred to as “the
 Works”) and the Employer has accepted the Bid by the Contractor for the execution and
 completion of such Works and remedying of any defects therein.

The Employer and the Contractor agree as follows:

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

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

.....
 Authorized signature of Contractor

.....
 Authorized signature of Employer

COMMON SEAL

COMMON SEAL

In the presence of:
 Witnesses:

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

**FORM OF PERFORMANCE SECURITY
(UNCONDITIONAL)**

.....
(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 No. of the Contract)* dated
..... With you, for the
..... [*name of the 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 the 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)

FORM OF ADVANCE PAYMENT SECURITY

.....
(Issuing Agency’s Name and Address of Issuing Branch or Office)

Beneficiary:.....[Name and Address of employer]

Date:

ADVANCE PAYMENT GUARANTEE NO. :

We have been informed that
..... *(Name of Contractor)*
(hereinafter called “the Contractor”) has entered into Contract No.
..... (Reference No. of the Contract) dated
..... With you, for the
[*name of contract & brief description*](hereinafter called “the Contract”).Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum..... *(amount in figures)*.....
..... *(amount in words)* to be made against an advance payment guarantee.

At the request of the Contractor, we
..... *(name of the 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 in repayment of the advance payment under the Contract.

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

This guarantee shall expire on *(Insert date, 28 days beyond the expected expiration Date of the contract)*

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

.....
Signature(s)

SECTION 03
CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

Conditions of Contract that will be applicable for this Contract is that given in section- 3 of the Standard Bidding Document for Procurement of Works. CIDA Publication No. ICTAD/SBD/03, Second Edition, January 2007, published by the Construction Industry Development Authority (CIDA).

This publication will not be issued with the Bidding Document and Bidder is advised to purchase it from CIDA.

Conditions of Contract shall be read in conjunction with Schedule provided under Section-5 of the Bidding Document (Volume 2).

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VOLUME - 02

SECTION 04 :	INVITATION FOR BIDS
SECTION 05 :	FORM OF BID AND QUALIFICATION INFORMATION
SECTION 06 :	SCHEDULE
SECTION 07 :	SPECIFICATIONS
SECTION 08 :	BILL OF QUANTITIES AND DAY WORK SCHEDULES
	DRAWINGS
	CHECK LIST FOR BIDDERS

INVITATION FOR BIDS (IFB)

CEYLON PETROLEUM STORAGE TERMINALS LIMITED

CUT AND REMOVE GRASS, BUSHES & SMALL TREES AT HILL AREA, FLAT LAND AND MARSHY LAND AREA, KOLONNAWA INSTALLATION.

CONTRACT NO: KPR /19/2023

The Chairman, Departmental Procurement Committee, on behalf of the **Chairman, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa** now invites sealed bids from eligible and qualified bidders for as described below.

CPSTL has decided to Cut and remove grass, bushes & small trees at hill area, flat land and marshy land area, Kolonnawa installation.

The proposed work includes cut and remove grass, bushes & small trees at hill area, flat land and marshy land area, Kolonnawa installation as specified in bill of quantities and as directed by Engineer. The period of contract shall be 360 calendar days period.

1. Bidding will be conducted through National Competitive Bidding Procedure.
2. Interested bidders may refer the bidding documents (*only for viewing purpose*) and obtain necessary information through the website www.cpstl.lk and inspect the bidding documents at the address given below from 0900hrs to 1400 hrs of working days
3. A complete set of Bidding Documents in English language may be purchased by interested bidders on the submission of a written application to **The Manager (Procurement), Procurement Function, Ceylon Petroleum Storage Terminals Limited, 1st floor, New Administration Building, Oil Installation, Kolonnawa** from **15.05.2023 until 29.05.2023** from 0900 hrs to 1400 hrs of working days on production of receipt supporting payment of non-refundable Tender fee of **Rs 2,000.00**.
4. Bids shall be submitted on the bidding document obtainable from Procurement Function and duly filled bidding documents may be sent by post/courier under registered cover or sealed cover **to reach** the Chairman, Department Procurement Committee, C/o Manager Procurement, Ceylon Petroleum Storage Terminals Limited, Procurement Function, 01st Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya or could be deposited in the tender box kept at the main entrance of CPSTL, on or before **1400 hrs. on 30.05.2023**.

In case the bidders are unable to submit the original bids as above, they could submit the scanned copy of the duly filled bidding documents in PDF format via email to tenders@cpstl.lk **to reach** on or before **1400 hrs. on 30.05.2023**, subject to following conditions.

1. Submission of the bid via email is at own discretion of the bidder.
2. The title and the closing date of the tender shall be indicated as the subject of the email.

3. Size of an email (with attachment) shall be limited to the maximum of 20 MB. In case the size of an attachment exceeds 20 MB, the bidder is requested to split the attachments and send as separate emails (i.e. 01 of 03, 02 of 03 etc.,).
4. Do not CC/BCC to any other official/personal email IDs of CPSTL staff. Bids sent to Any other email IDs is strictly not entertained.
5. However, the original bid shall be sent to CPSTL prior to finalize the technical evaluation.
5. Bids shall be valid up to **01.08.2023**
6. All bids shall be accompanied by an acceptable Bid Security of **Rs. 43,000.00** in the form of bank draft or a Bank Guarantee from a Commercial bank in sri lanka with the authority of a License issued by the Monetary Board (Central bank) of sri lanka.

Bid Security shall be valid up to **29.08.2023**
9. Once awarded, successful bidder shall arrange himself the necessary entry passes from CPSTL for his staff equipment and materials.

**Chairman,
Departmental Procurement Committee,
C/O Manager Procurement,
Procurement function,
Ceylon Petroleum Storage Terminals Limited,
Kolonnawa Oil Instalation.
Wellampitiya.**

Telephone: +94 11 2572156, +94 11 5750764

Fax : +9411 2572155 Email : procure@cpstl.lk

SECTION 04

FORM OF BID AND QUALIFICATION INFORMATION

DRAFT

FORM OF BID

Name of Contract: *Cut and remove grass, bushes & small trees at hill area, flat land marshy land area, Kolonnawa installation.*

**To: Chairman,
Departmental Procurement Committee,
C/O Manager Procurement,
Ceylon Petroleum Storage Terminals Limited,
Procurement Function, new Building,
Oil Installation, Kolonnawa,
Wellampitya.**

Gentlemen,

1. Having examined the Conditions of Contract given in the Standard Bidding Document-Procurement of Works [(ICTAD/SBD/03-Second Edition January 2007] Schedule, Specifications, Drawings and Bill of Quantities and Addenda for the execution of the above named Works, we/I the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the said Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda for the sum of Sri Lanka Rupees (SL Rs.) or such other sums as may be ascertained in accordance with the said Conditions.
2. We/I acknowledge that the Bidding Data form part of our Bid.
3. We/I undertake, if our Bid is accepted, to commence the work as stipulated in the Contract data and complete the whole of the Works comprised in the contract within the time stated in the Contract data.
4. We/I agree to abide by this Bid for the period stated in the Sub-Clause 15 of Instruction to Bidders or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this.....day of.....20... in the capacity ofduly authorized to sign tenders for and on behalf of.....

(IN BLOCK CAPITALS)

Signature :
Name :
Designation :
Address :

Witness : 1. 2.
(Name & Signature)
Address :
.....

SECTION 05

SCHEDULE

Schedule			
TB Clause	Conditions of Contract Clause	Item	Data
1.	1.1.8	Employer is :	Name : Chairman Address : Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya.
	1.1.10	Engineer is :	Name : Manager Address : Premises & Engineering Services Function, Ceylon Petroleum Storage Terminals Limited, Oil Installation, Kolonnawa, Wellampitiya.
1&13	1.1.21	Summary of Works	The proposed work includes cut and remove grass, bushes & small trees at hill area, flat land marshy land area, Kolonnawa installation as specified in bill of quantities and as directed by Engineer. Location: Kolonnawa Contract Name: Cut and remove grass, bushes & small trees at hill area, flat land marshy land area, Kolonnawa installation
1.	1.1.14	Intended Completion Date	Intended Completion Date is 360 calendar days from the start date.
2.		Source of Fund	The source of funds is Ceylon Petroleum Storage Terminals Limited
12.		Documents of the Bid	Documents to be submitted with Bids The bidders are required to submit the following documents and information along with the bid. This information will be critical for the evaluation of the bid submitted. Lack of submission of all the requested information shall be a reason for disqualification and finally for rejection of the bid.
13.	10.10	Price Adjustment	The Contract is not subject to price adjustment.

16. Bid Security The amount of Bid Security to the value of **Rs. 43,000.00 (Rupees forty three thousand)** of the tender amount
- The Bid Guarantee should be in one of the following forms
- A receipt for cash deposit paid to the Accountant, Ceylon Petroleum Storage Terminals Limited, 1st Floor, New Administration Building, Oil Installation, Kolonnawa in favor of the name of the Chairman, Ceylon Petroleum Storage Terminals Limited.
 - A guarantee from a commercial bank approved by the Central Bank of Sri Lanka operating in Sri Lanka.
- The format of the Bid Security (unconditional guarantee) included in Section 2, Standard Forms.
The validity of Bid Security shall be till **29.08.2023**
31. 4.4 Performance Security Amount of Performance Security required is **5 %** of the Initial Contract Price.
The form acceptable for the Performance Security (unconditional) included in Section 2, Standard Forms.
- 10.3 Retention The amount of retention is 10% of certified work done.
The maximum amount of retention is 5% of Initial Contract Price.
- 13.1(c) Insurance, third party Minimum amount for third party insurance is Rs. 3,000,000.00
- 13.1 Insurance for contractor's Personal Minimum amount for Insurance for Contractor's Personnel is Rs. 2,000,000.00
33. 1.1.11 Adjudicator The Adjudicator proposed by Employer is the Construction Industry Development Authority (CIDA).
- 14.0 Resolution of Disputes Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared by the contractor and the Employer. 50% by the Employer and 50% by the Contractor
- Minimum amount of Interim Certificates Payment will be done quarterly.

SECTION 07
BILL OF QUANTITIES

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PREAMBLE TO THE BILL OF QUANTITIES

GENERAL

1. This Bill of Quantities contains pages numbered from **32 to 35** Bidders are requested to see that no page is missing, no duplicated and that all TRADES are carried to **SUMMARY** at the end of the Bill of Quantities.
2. The Conditions of Contract, Schedule, the Specifications and the Drawings are to be read in conjunction with the Bill of Quantities.
3. The cost of complying with all conditions, obligations and liabilities described in the Conditions of Contract, Specifications and the Bill of Quantities including all overhead charges and profit in carrying out the work as shown in the Drawings shall be deemed to be spread over and included in the prices of sums stated by the Bidder in the Bill of Quantities unless separately measured.
4. If the Bidder fails to price any items in the Bill of Quantities then the cost of the work under such items shall be held to be spread over and included in the prices given against other items of work.
5. The quantities set out in the Bill of Quantities are provisional and cover the approximate scope of the work anticipated to be performed by the Contractor. The actual quantities used for final measurement purposes will be determined by the Engineer by measurement of the work completed by the Contractor.
6. Where trade names, brands and or Catalogue Numbers are referred to, sole preference to any material or equipment is not intended. Any other material or equipment may be used, provided that the characteristics of type, quality, appearance, finish, method of construction and / or performance is superior to the specified.
7. Whenever the method of measurement is not clear from the documents available, the principles as given in the Sri Lanka Standard 573, 1999 [Revision] Method of Measurement of Building Works shall be applicable.
8. Selected bidder shall comply with the arrangement of work in the buildings and be ready to work part by part as required by the Authorities of **the Employer**.
9. The unit and lump sum prices of the Bill of Quantities (referred to as the Contract Rates) shall, except in so far as is otherwise provided for under the Contract, be deemed to cover all obligations set out in the Contract, and all matters or things necessary for the proper completion and maintenance of the Works, and shall be fixed and binding upon the Contractor.
10. Unit prices when applied to the quantity of work performed under the Contract shall, and other sums specifically determined under the provisions of the Contract, constitute full remuneration to the Contractor under the Contract.

11. Each item shall be priced by the Bidder in Sri Lanka Rupees.
12. Rates for items in this Bill of Quantities shall be inclusive for hauling, transporting, loading, unloading, spreading, heaping, supporting, scaffolding, welding, and for laps, unless otherwise specifically stated.
13. Unless otherwise specifically stated in Bill of Quantities or herein, the following shall be deemed to be included with all items:-
 - i. Labour and all costs in connection therewith.
 - ii. Materials, goods and all costs in connection therewith.
 - iii. Tools, plants, hoisting plants and all costs in connection therewith.
 - iv. Waste of materials.
 - v. Square cutting.
 - vi. Establishment charges, overhead charges and profit.
 - vii. All setting out works.
 - viii. For providing of method statements, calculations, proposals by Contractor, shop drawings
 - ix. Complying with regulations of the Municipal Council and/or any other relevant authority under which particular item of work is to be executed unless otherwise included in the preliminaries
 - x. Protecting and clearing.
 - xi. In addition to above, the rate for item of work in substructure shall include for the works at depth extending below ground water table where applicable including excavation under water, removal and disposal of mud, sand and preparation of place to a condition suitable for proper execution of the work.
14. If bidders are anticipating to give any discount, it shall be marked separately in the space allocated in the summary of Bill of Quantities. Provisional Sums shall not be considered when calculating discount.
15. All materials, equipment supplied shall be new, unused without any defects.
16. All materials used in the Works shall be of the best quality of their respective kinds as specified and shall be obtained from sources and suppliers approved by the Engineer and shall comply strictly with the tests prescribed or, Where tests are not laid down in this Specification, with the requirements of the latest issue of the relevant British Standards or other Standards approved by the Engineer.
17. Metric units are used throughout the Bill of Quantities for measurement purposes unless otherwise indicated. Abbreviations used in the Contract are as follows:-

L.S.	-	Lump Sum
P.S.	-	Provisional Sum
m	-	Metre
m ²	-	Square metre
kg	-	kilograms
No	-	Numbers
Rs. Cts.	-	Sri Lankan Rupees and Cents
m ³	-	Cubic metre

DAY WORK SCHEDULE**LABOUR**

The contractor shall state under item 1 below, the rate per hour irrespective of public holidays, etc. required for work ordered to be executed as Day work at the site of the works.

Day work rates quoted below shall also cover all the expenses of the contractor such as supervision, repairing and maintaining the tools necessary to each class of workman and particularly his profit & overhead expenses without any Taxes and / or Levies.

	DESCRIPTION OF LABOUR GRADES	RATE PER HOUR Rs.
I		
II		
III		
IV		
V		
	<u>Any Other Grades</u>	
VI		
VII		
VIII		
IX		

PLANT & EQUIPMENT

The contractor shall state under item 2 below, the rate per hour for use of plant in good working condition and include for the cost of fuel, lubricants, transport to and from site wages & allowances of the operators, any other expenses and contractor's profit & overheads without any taxes and / or Levies.

	DESCRIPTION OF PLANT & EQUIPMENT	RATE PER HOUR RS.
I		
II		
III		
VI		
V		
VI		

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SECTION 08
DRAWINGS

<i>No.</i>	<i>Description</i>	<i>Drawing no.</i>
	Land Area	CPSTL/02/2022/01

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CHECK LIST FOR BIDDERS

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CHECK LIST FOR BIDDERS

Bidders are advised to fill the following table.

ITEM	ITB Clause	YES (tick)	REFERENCE
Form of Bid			
Addressed to the Employer?	18		
Completed?	18		
Signed?	18		
Bid Security			
Address to the Employer?	16		
Format as required?	16		
Issuing Agency as specified?	16		
Amount as requested?	16		
Validity 28 days beyond the validity of Bid?	16		
Qualification Information			
All relevant information completed?	4		
Signed?	4		
Addendum			
Contents of the addendum (if any) taken in to account?	10		
Bid package			
All the documents given in ITB Clause 12 enclosed in the original and copy?	12		
ITB Clause 19 followed before sealing the Bid package?	19		