



**LANKA IOC PLC
LEVEL 20, WEST TOWER,
WORLD TRADE CENTER, ECHELON SQUARE,
COLOMBO 01.**

TENDER NO. : LUBES/16C/PT/03.2019

**TENDER DOCUMENT FOR SUPPLY OF
20 LIT HDPE CONTAINERS WITH INSET AND CAPS**

AT LIOC, CHINA BAY, TRINCOMALEE

Last Date & Time : 12th March 2019, at 11.00 Hrs

LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTER, COLOMBO 01	TENDER NO: LUBES/16C/PT/03.2019 SUPPLY OF 20 lit. HDPE CONTAINERS WITH CAPS Last date of the tender submission: 12.03.2019 @ 11:00 hrs	
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Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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CHAPTER I

NOTICE INVITING TENDER

1. Detail of the Tender: Sealed tender is invited for supply of 20 LIT HDPE CONTAINERS WITH INSET AND CAPS to LBP, Trincomalee.
2. Tender documents shall be submitted only in the prescribed tender schedule form supplied by LIOC or downloaded from our website and should reach the below address by before closing time.

**SVP - Lubes (M&P),
Lanka IOC PLC,
Level 20, West Tower,
World Trade Center,
Echelon Square,
Colombo -1.**

3. It shall be the bidders' responsibility to ensure that the tender documents are dropped in the tender box. Tender documents not dropped in the box provided before the due date & time will be treated as late tenders and will be rejected out rightly.

4. Details of the Tender

Start date & time for downloading /purchasing of tender by bidder	9:00 HRS on 26.02.2019
Seek clarification start date & Time	26.02.2019 at 10:00 HRS
Seek clarification end date & Time	12.03.2019 at 11:00 HRS
Start Date & Time for submission tender by Bidder	26.02.2019 at 10:00 HRS
End date & time for submission of tender by bidder	12.03.2019 at 11:00 HRS
Date & time of opening of bid	12.03.2019 at 11:00 HRS or anytime thereafter.

5. Tender will be evaluated based on net delivered rate at LIOC, Trincomalee for containers. L1 party will be decided accordingly. The Company reserves the right to accept any tender in whole or in part and reject any or all tenders without

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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assigning any reasons. The Corporation is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part.

6. Number of parties to be enlisted - More than one vendor based on the TCC evaluation. LIOC reserves the right to increase or decrease the number of parties to be empanelled at its discretion and none of the bidders shall have any claim whatsoever in such cases.
7. In case of unscheduled holiday on opening day of tender, the next working day will be treated as scheduled prescribed day of opening of tender. Time and venue will remain same.
8. Tenders received after due date and stipulated time due to any reason whatsoever including postal / courier delay will not be considered.
9. The Tender should be valid for a period of **90 (Ninety) days** from due date of opening of Tender.
10. Period of contract: The contract, if any, awarded against this tender will be valid for a PERIOD OF **2 YEARS** RENEWABLE FOR A FURTHER PERIOD OF **1 YEAR** AT THE DISCRETION OF LIOC WITH SAME TERMS AND CONDITIONS. Spill over quantity if any, will be drawn by the Company at their option.

11. Pre-qualification criteria:

SL	QUALIFYING PARAMETERS
1.	Similar works: Existing and registered Lanka IOC PLC/Chevron, Sri Lanka suppliers and Value of similar works covered by single order shall not be less than LKR 1.6 Million (without VAT) in any of the last 3 years ending 31/03/2018 .
2.	Other Manufacture can participate into the tender and they are subjected to vendor evaluation process being carried out the company after opening of the tender if required. (Technical & Financial evaluation)
3.	Average Annual Financial turnover during last 3 financial years ending 31 st Mar' 2018 ie. 2015-16, 2016-17 and 2017-18 shall be at least LKR 4.6 Million . In absence of audited balance sheet for FY 2017-18, the bidder would be permitted to submit audited balance sheet for the 3 FY ie 2014-15, 2015-16 and 2016-17. Note: In case the turnover for any of the above years is not furnished then, the turnover shall be taken as ZERO while computing average turnover.
4.	Availability of VAT registration. Proof of submission of application for VAT registration may be considered as valid document.

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Note:

- a. Proof of works completed as per qualifying parameters mentioned above shall be supported by copies of work orders, final bill copies/ work completion certificates, etc.
- b. Proof of turn over shall be supported by copies of audited Profit and Loss account statements indicating therein Professional receipts.

12. Mould, Machine and Raw materials

- i) Tenderer should have in their works spare capacity, microprocessor based automatic **transparent strip supportive Blow moulding machine** for of 20 Lit HDPE Containers and **Injection Moulding machine** for suitable caps in working condition.
- ii) For supply of 20 Lit HDPE Containers will be based on Blow moulding Grade B 56003 of M/S. Reliance Industries Ltd. (RIL) or Blow Moulding Grade hhm 5502 of M/s. Marlex or equivalent approved by LIOC.

Or

Equivalent product supply by Lanka IOC PLC

- iii) Tenderer should possess in his works, apparatus for products Test as per LIOC requirement.

Pls, note that there will be no mould given for 20 lit containers.

The indicative product specification sheet enclosed

The similar kind of product specification will be consider for the evaluation.

Name of Tenderer :

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CHAPTER II INTRODUCTION & SCOPE

1. LIOC intend to procure 20 lit. HDPE containers with caps to LBP, Trincomalee to meet their projected requirement as follows. (Quantity may vary +/- 10% at LIOC's option)

Material	Projected Quantity for 2Year Contract Period
a. 20 Lit. HDPE Containers with Caps	78,000

2. Selection of suppliers for supply of products will be done based on NIT, Scope, Terms & Conditions and Rates finalized through the present tender.
3. Scope of supply of products will include sourcing / procuring Raw materials, manufacture of containers, Quality Checks, Packing, Forwarding and transporting the materials to Trincomalee Plant in polyethylene bags. The containers will fit properly with the caps being imported.
4. Rates for supply of products shall be quoted by tenderers based on net delivered rate including raw material cost for Blow Moulding Grade B 56003 of M/S. Reliance Industries Ltd. (RIL) or Blow Moulding Grade hhm 5502 of M/s. Marlex or Injection Moulding Grade M 60200 of M/s. RIL or equivalent as approved by LIOC, conversion charges, / Taxes / other statutory levies as applicable, freight / transportation charges, packing / forwarding, etc.
5. Taxes & Tariffs
Tender will be evaluated based on applicable duties, taxes etc. as on due date of submission of tender and applicable as actual.
6. Successful tenderer shall commence supply within 20 days time from the date of issuance of LOI by LIOC as per Call – ups from Lube Blending Plant, Trincomalee. These 20 days period shall include all works required by the vendors to commence supply including approval of their sample by LIOC.
7. Moulds for container will be given to successful tenderer by LIOC as is where basis is. Any repair / maintenance of moulds during the contract period shall be in the scope of container manufacturers without any extra cost to LIOC. Container supplier shall maintain the mould always in good condition as required for regular quality container production from the mould.

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8. Tenderer should run mould in the machine identified for production with the 30 point parisson controller and give production as per actual demand. Failure to produce / delivery as above will be subjected to liquidated damages and Risk purchase as per Tender Terms and Conditions.
9. Tenderer should advise LIOC, HO/Plant the weekly production/dispatch details in the prescribed format by E mail.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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CHAPTER III

SPECIFICATION

20 LTR.HDPE CONTAINERS WITH INSET & CAPS

DESCRIPTION	SPECIFICATION	TEST METHOD	REF. FOR INSPECTION
Appearance	Bright, shiny, clean both internal & external, internally free from water/moisture, any foreign material & of Std Approved shade.	Visual	Critical
Colour/Finish	Pail - Silver Lid - Red Insert - Clear	Visual	
Dimensions - Approximately			
Height	375 MM + 1.0 mm	Height Gauge	
Neck Height	35 MM + 1.0 mm	Vernier Caliper	
Breadth	270 MM + 1.0 mm	Height Gauge	
Length	270 MM + 1.0 mm	Height Gauge	
Width	278 MM + 1.0 mm	Height gauge	
Wall Thickness			
Top, Body and Lid	1.8 mm Average	Screw Gauge	As per IS 7394 - 1984
Bottom	2.5 mm Average	Screw Gauge	As per IS 7394 - 1984
Weight			
Pail with Cap	1015gm + 10gm	Weighing balance	
Over Flow Volume	20350 ml + 50 ml	Standard measures*	Critical After removing all the entrapped air
Closure Leakage/Vibration Test	Closure shall show no indication of leakage, loss of tightness, popping	Vibration Table	As per IS 7394 - 1984
Drop Impact Test			
Drop flat on the base	No sign of rupture or leakage.	Drop Tester	
Drop on corner bottom of the second	No sign of rupture or leakage.	Drop Tester	

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container(at an angle)			
Test for Environmental Stress **			
Crack Resistance **	Must Pass	ESCR Test Equipment	As per IS 7394 – 1984
Melt Flow Index Test (MFI) ***	Must Pass	MFI Test Equipment	As per IS 7328
Stacking Test	Containers shall not show a leakage, deformation. Static stack of 1+3	Visual	As per IS 10840
Identification	Should have respective mould No/ Month of Manufacture / design registration no. at bottom	Visual	As per contractual spec
Delivery	Should be delivered in plastic bags to avoid of exposure to dust/ dirt and moisture	Visual	As per contractual spec
NOTE:			
* Indicates Weights & Measures approved Standard Measures.			
** Indicates Tests to be carried out at Supplier's Premises only by the supplier.			
*** Indicates Tests to be carried out on Raw Material at Supplier's Premises only by the Supplier.			

MATERIAL & FINISH OF PRODUCT

- Master batch make – Clariant / Welset (Warm Silver) or any other suitable product approved by LIOC to match existing shade of containers & caps being used by LIOC for marketing of lubricants.
Container & Cap suppliers shall submit container samples to LIOC for approval of shade before commencement of bulk supplies against order. Once the sample is approved, the same will be considered as representative one for any future supplies against the order against subject tender.
- The Container & Cap should bear mould identification mark at the bottom.
- The Container should be as per LIOC mould, should have proper fitment to the Caps with holographic induction sealing wads and the sample will have to be approved by LIOC.

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4. LIOC will be at liberty to carry out the required tests/verification from the quality angle as per details given below for acceptance of container in Plant, Consignment wise :

- a) Visual appearance.
- b) Measurement of dimensions.
- c) Measurement of Weight.
- d) Measurement of Capacity.
- e) Closure Leakage/ Vibration Test
- f) Drop Impact Test
- g) Wall thickness.
- h) Stacking Test
- i) Container shade – as per LIOC existing container
- j) Melt Flow Index Test – IS 7328
- k) Test for Density of raw material – IS 7328

The supplier will have to maintain records for testing of input material before commencing production, tests/checks carried out during the process of production and tests/ checks carried out for the finished product as per LIOC format which will be given at the time of placement of order.

5. Raw Material - Blow moulding:

	<u>M/s. RIL</u>	<u>M/s. Marlex</u>
a) Grade :	B56003	HHM 5502
b) Density:	0.956 gm/cc at 23 degree C	0.955 gm/ cc at 23 degree C
c) M.F.I. :	Minimum 0.3 gm/10 Minute	Minimum 0.35 gm/10 minutes

6. MASTERBATCH

- Master batch make – Clariant / Welset or suitable approved by Lanka IOC PLC to match existing shade of containers being used by LIOC for marketing of lubricants.
- Container suppliers shall submit container samples to LBP, Trincomalee of LIOC/LIOC HO for approval of shade before commencement of bulk supplies against order. Once the sample is approved, the same will be considered as representative one for any future supplies against the order against subject tender.
- Loading of master batch shall be 2%. The supplier will have to maintain all records for purchase of master batch. The supplier will submit statement mentioning details of Master batch i.e. opening stock, receipt, consumed and closing stock every month to LIOC.

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CHAPTER IV INSTRUCTION TO TENDERERS

1. **BID BOND:**
Tenderers are requested to submit **bid bond of LKR. 183,000/-** in the form of Demand Draft/ BG to be issued by any scheduled bank in Sri Lanka in favour of Lanka IOC (as per format attached with this tender). The BG towards bid bond to be issued by the banks should be valid for a period of 4 months (120 days) from the date of opening of technical/ commercial bids.
 - a. Tenders received without bid bond shall be rejected outright.
 - b. The bid bond of unsuccessful tenderers shall be returned after finalization of tender and after submission of original cash receipts by the tenderers. Bid bond of successful tenderer shall be returned upon finalization of tender and on acceptance of the PO placed by LIOC.
 - c. Tenderers may note that the bid bond shall be forfeited in case of following situations:
 - i. Canvassing of information or submission of forged/ false documents/ information by tenderers.
 - ii. Unilateral withdrawal or revision of the offer by the tenderer during the validity period of the offer.
 - iii. Backing out after placement of work order.
 - d. Bid bond shall not carry any interest.
2. Details of Requisition are as under:
 - a. When there is a difference between the rates offer on the tender and final calculation, the rate which corresponds to the amount worked out by LIOC (actual calculation), shall be taken as correct.
 - b. When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted.
 - c. Contract Agreement will be executed for contracts comprising supply of products and also for issuance of mould by LIOC.
3. It is mandatory for every tenderer to fill all the documents as set out in the tender document.
4. All the **Pages shall be initialed by tenderer with seal.** All entries must be in permanent ink or typed. No alteration in the tender will be allowed after opening.

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5. The issued tender documents shall be filled as per instructions and the tender documents should be dropped in the tender box provided at the premises of Lanka IOC PLC, Level 20, West Tower, World Trade center, Echelon Square, Colombo-01 before the closing hours as mentioned above. Late receipt of tenders on any account shall be treated invalid and rejected.
6. The Tender should be valid for a period of **90 (Ninety) days** from due date of opening of Tender.
7. **COST OF BIDDING:** The bidder shall bear all costs associated with the preparation and submission of the bid.
8. **BIDDING DOCUMENTS:**
The bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. The invitation to bid together with all its attachments thereto shall be considered to be read, understood and accepted by the bidder.
9. **AMENDMENT OF BIDDING DOCUMENTS:**
At any time LIOC may modify the bidding documents by amendment thereto. The amendment will be notified in writing and will be binding on bidders.
10. **LANGUAGE OF BID:**
Bid and all correspondence/drawings and documents relating to the bid exchanged between the bidder and LIOC shall be in ENGLISH language.
11. **LATE BIDS:**
Any bid received after the last date and time for submission of bids prescribed, shall stand rejected.
12. **OPENING AND CLARIFICATION OF BIDS:**
 - 12.1 To assist in the scrutiny, evaluation and comparison of bids, LIOC may, at their discretion, request clarifications on the bid from the tenderer.
 - 12.2 LIOC shall not be bound to accept lowest or any tender and reserve the right to accept one or more tenders in part. The decision of LIOC in this regard shall be final.

Name of Tenderer :

Address of Tenderer :

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CHAPTER V TERMS & CONDITIONS

1. **DUE DATE OF TENDER:**

Last date & time for receipt of Tender: **12th March 2019 at 11.00 Hrs**

2. **VALIDITY OF QUOTATION :**

The rates quoted against this tender shall be valid for a period of 90 days from the date of opening of the tender and once the quotation is accepted and the order placed on the successful tenderer, the rates shall be valid for the entire ordered quantity.

3. **PERIOD OF CONTRACT :**

The contract, if any, awarded against this tender will be valid for a PERIOD OF 2 YEARS RENEWABLE FOR A FURTHER PERIOD OF 1 YEAR WITH DISCRETION OF LIOC AT THE SAME TERMS AND CONDITIONS. Spill over quantity if any, will be drawn by the Company at their option.

4. **SALES TAX/VAT :**

The rate of Sales Tax (VAT & NBT) payable will be as applicable at the time of delivery. (Please specify current rate of Sales Tax payable wherever applicable). Payment is subject to the condition and Tenderer's written undertaking that the same is statutorily payable by the Tenderer to the Government and actually will be paid to the Government.

5. **PRICE ESCALATION/DE-ESCALATION :**

a) **Raw material :**

Please see Annexure for price escalation/de-escalation.

b) **Finished Containers:**

Sales Tax VAT & other levies on containers shall be allowed as applicable on the date of delivery if the order is placed on basic rate. The current rate of Sales Tax (VAT & NBT) Local levies should be clearly stated.

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Address of Tenderer :

Signature & Seal of Tenderer

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6. SECURITY DEPOSIT :

6.1 Within two weeks of our communication to the successful Tenderer of acceptance of the rates, he will have to deposit a **sum equivalent to 10% of the value of the contract as Security Deposit** in any one of the following manner:

- a) Demand Draft of banks (given in annexure to chapter VI) on which no interest will be allowed. **CASH, CHEQUES, FDR & TDR towards S.D. will not be accepted.**
- b) Guarantee Bonds executed by (given in annexure to chapter VI) Banks **valid for period of completion plus 3 months.** If the suppliers desire to pay the Security Deposit by way of Bank Guarantee, they should submit Bank Guarantee for the full amount before commencement of supply. The Bank Guarantee should be directly sent to LIOC by the Bankers under their covering letter. No Bank Guarantee will be accepted for Security Deposit of value less than Rs.50,000/-

SECURITY DEPOSIT WILL NOT CARRY ANY INTEREST.

6.2 We shall be entitled, without being bound to do so, to adjust the whole or any portion of the Security Deposit towards the recovery of any amount due to us from the Tenderer. The Security Deposit or such portion thereof as has not been adjusted towards the recovery of amounts due from the tenderer to us will be refunded to the Tenderer. Security Deposit will be refunded within 3 months of the satisfactory completion of the contract and after the deposit receipt is duly discharged and returned to LIOC. No interest will be payable by LIOC to the Tenderer on the amount of the Security Deposit.

7. DELIVERY SCHEDULE :

Successful tenderers shall commence supply within 20 days time from the date of issuance of Call – ups from LIOC. These 20 days period shall include all works required by the vendors to commence supply including approval of their sample by LIOC.

Actual supply should be as per our indent. Our estimated requirements are indicated in the Chapter II. The exact requirements per month will be intimated from time to time. It is emphasized that strict adherence to the delivery schedule is of the utmost importance to the Company, as otherwise our manufacturing and distribution programme would be seriously upset and cause us considerable loss. In the event of our inability to uplift the stipulated number of containers, due to

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Address of Tenderer :

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circumstances beyond our control, we will not be responsible for any losses that the Tenderer may sustain.

8. **TRANSIT RISK :**

Since manufacturers shall be responsible for co-ordinating dispatches they shall be responsible for material found damaged/defective/short received at the receiving end.

9. **RISK PURCHASE :**

In case the successful Tenderer fails to deliver the quantities as stipulated in the delivery schedule, LIOC reserves the right to procure the same or similar materials from alternative source at the risk, cost and responsibility of the successful tenderer.

10. **RAW MATERIAL :**

Raw Material for the manufacture of containers will have to be purchased and arranged for by the successful Tenderer at his own cost.

11. **PAYMENT :**

LIOC shall make full payment within 30 days from the date of receipt of Invoice against the order supported by delivery challans duly receipted by our authorised representative at the receiving location.

12. **TESTING FACILITIES & REQUIREMENT OF TESTING EQUIPMENT :**

Tenderers must have testing equipment so that they can test the quality of containers being manufactured and supplied to LIOC to ensure that the containers meet the quality as per specifications. The non availability of testing equipment may render the offer liable to rejection at the discretion of LIOC.

13. **MACHINERY:**

All container shall be produced on Micro Processor based Blow Moulding machine fitted with minimum 30 point parison control programme / Chilling Plant etc. Tenderer may be required to display production as proof of the machines capability to produce containers as per our mould capacity.

All caps shall be produced on 130 T injection moulding machines of T 130T of L & T/Ferromatic/Windsor/Demag/Mitsubishi/Toshiba/Engle/ Battenfeild make or

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equivalent, with fully microprocessor based type make of 2004 or later year of manufacturing. The machine should have platen size / distance between tie rods/ daylight opening / tonnage etc. suitable for operating mould of IOCL complete with chilling plant of adequate capacity.

14. PACKING:

Successful tenderer shall supply the containers neatly packed in poly-ethylene Bags to LIOC plant in Trincomalee.

The successful tenderer should also ensure that the containers do not get damaged during normal handling, transit and storage.

The supplier shall give the following documents with each consignment supplied.

- a) A certificate as follows :-
“The containers supplied under this challan conform to the specifications stated in the Purchase Order”.
- b) A Test Report showing the results of the test carried out along with each batch supply.
- c) The supplier shall give Batch No. for each container. The Batch No. should indicate the following details :-
 1. Name of the supplier
 2. Month of Manufacture
 3. Batch Number

15. INSPECTION OF WORKS:

- a. LIOC shall be at liberty to inspect the factory of the suppliers including their production process and quality control testing during the pendency of the contract. LIOC shall also be at liberty to appoint its authorized agency/third party for inspection of the production facilities, testing facilities and quality control adopted by the supplier, the raw material used and the Containers.
- b. All records pertaining to purchase of raw material and other inputs, production, quality control, dispatch, etc. to be made available to the company inspecting officials.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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16. ARBITRATION:

1. All disputes or differences whatsoever which shall at any time arise between the parties hereto, touching or concerning the Supply of Material or this Contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after termination, abandonment, foreclosure or breach of the Contract (other than those in respect of which the decision of any person is by the Contract expressed to be final and binding) shall be referred to arbitration by a notice in writing as provided for herein if the same cannot be solved by the Engineer by discussion with the Employer and the Contractor.
2. The party who seeks to refer such difference or dispute to arbitration ("the First Party") shall name the arbitrator appointed by him in the notice in writing sent to the other party ("the other party") making such reference. The other party may appoint another arbitrator within thirty (30) days from the date of receipt of the said notice. Either party can appoint only a member of a retired judge of the Supreme Court or the Court of Appeal as an arbitrator.
3. In the event of the other party failing to appoint another arbitrator within thirty (30) days from the date of receipt of the said notice the arbitrator appointed by the First Party shall act as the sole arbitrator and make a final award as if the parties hereto have jointly appointed him to act as such Sole Arbitrator. If the other party appoints another arbitrator then the two arbitrators shall appoint a retired judge of the Supreme Court or the Court of Appeal as the third arbitrator to be the Chairman as provided for in the section 6 (3) of the Arbitration Act No.11 of 1995 of Sri Lanka.
4. The Arbitration Tribunal shall before the commencement of the arbitration set out the procedure to be followed at the hearing but the following steps shall be mandatory before the hearing commences: -
 - (i) Both parties shall within the time stipulated by the Arbitrators or within such further time as may be allowed by the Arbitrators file their respective evidence by way of affidavits with supporting documents.
 - (ii) Thereafter time may be given by the Arbitrators to file affidavits in reply with supporting documents.
 - (iii) Oral evidence shall be confined only to the matters, which shall be specified by the Arbitrators

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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5. The Arbitrator proceedings shall be held in the city of Colombo and the language of the proceedings shall be in English.
6. Only a retired judge of Sri Lanka or lawyer qualified to practice in Sri Lanka can be appointed as an arbitrator or chairman as both parties recognize that the applicable laws are the laws of Sri Lanka.
7. The award made at an arbitration held as provided herein shall be final conclusive and binding on the parties hereto.
8. It is hereby mutually agreed that the making of an award upon a reference to arbitration shall be a condition precedent to any right of action of either party against the other party in respect of such difference or dispute.
9. The supply under the Contract shall, as far as possible, continue during the arbitration proceedings and no payment due or payable to the supplier shall be withheld on account of such proceedings unless the same is in dispute.

17. **ACQUIESCENCE:**

Any acquiescence or waiver by the Company of any delay, breach or default committed by any tenderer shall not be deemed to be or considered as estoppel against the Company nor prevent the Company from exercising any of its rights.

18. **REJECTION:**

- (a) Sampling, testing and acceptance of the consignment shall be carried out in accordance with the procedure prescribed by LIOC.
- (b) The supplier should note that it is not incumbent upon LIOC to check and test each and every container out of the consignment received and LIOC will make only random checks in accordance with the procedure laid down by LIOC. The supplier should, therefore, take note of all the requirements before submitting his quotation.
- (c) If, as a result of the tests carried out, the containers are found defective, LIOC shall have the right to reject the whole consignment and deliver the same to the supplier after reshaping. The supplier should, therefore, note that they will not be entitled to take back the rejected consignment in the original condition at which they were tendered.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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(d) In addition, LIOC at its own option shall be entitled to recover the cost incurred for reshaping the rejected consignment from the supplier. The supplier shall make their own arrangements to take back such rejected consignment, purely at their own cost. If the supplier fails to take back the reshaped rejected consignment within a period of 14 days from the date of receipt of the notice from LIOC, LIOC shall be free to dispose off the same at the risk and cost of the supplier.

(e) The containers shall be free from defect of any kind whatsoever for a minimum period of 6 months from the date of acceptance by LIOC. In case LIOC suffers loss due to leakage or on account of any latent defect found in the container before the expiry of the above said period, LIOC shall be entitled to claim from the supplier not only the value of such container but also the value of the carton, label & product lost through leakage, if any. LIOC shall not be bound to return such defective container to the suppliers.

The containers may be marketed by LIOC under extreme weather conditions (-5°C to + 50°C). The containers shall be able to withstand such extreme ambient temperature.

19. SUB-LEASING:

After the placement of the order, the successful Tenderers shall not be allowed to sublet or assign any part of our order without our prior written consent.

20. CANCELLATION:

We reserve the right to cancel the contract forthwith upon or any time after the happening of any of the following events viz. –

- (a) If the Tenderer shall commit a breach of any of the terms and conditions of tender and fail to remedy such breach within fifteen days of the receipt of the written notice from us in regard thereto.
- (b) On the death or adjudication of insolvent of the Tenderer if he is an individual.
- (c) Liquidation whether voluntarily or otherwise on the passing of an effective resolution for winding up the Tenderer if it be a company.
- (d) If the attachment is levied or continued to be levied for a period of seven days upon the effects of the Tenderer or of any individual or partner of the Tenderer firm.
- (e) If the Tenderer does not adhere to the instructions which may be issued from time to time by us in connection with the manufacture of the containers, our right to so terminate the contract shall be without prejudice to any of our other

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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rights and remedies against the Tenderer and in the event of our so terminating the contract, we shall not be liable to pay for any loss or compensation in respect of such termination.

21. FORCE MAJEURE CLAUSE :

If at any time during the continuance of this contract the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (hereinafter referred as events) then provided notice of the happening of any such events if given by either party to the other within twenty-one days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the Managing Director, Lanka IOC Limited as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days either party may at its option terminate the agreement.

22. LIQUIDATED DAMAGES:

The Seller hereby agrees to pay to the Company by way of liquidated damages and not as penalty an amount equal to ½% (One half percent) of the total order quantity of the materials so delayed for each week of such delay in delivery subject to a maximum of 15% (as applicable) of such prices.

23. NEGOTIATIONS:

The Company reserves the right to negotiate with the Tenderers. In the event of negotiations, the Tenderer will be required to confirm the negotiations in writing within the time stipulated. If the Tenderer fails to comply with this requirement, the Company reserves its right to ignore his quotation at its discretion.

24. AGREEMENT:

On acceptance of the quotation, the successful tenderer shall execute an agreement along with addendum to agreement the Company covering all the

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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terms and conditions as per the format. Agreement enclosed forming part and parcel of the tender conditions.

A copy of the Agreement along with addendum agreement format is attached to the tender documents. Every tenderer should acquaint himself with the terms contained in the said agreement format. Every tenderer should also note that the terms contained in the agreement format shall apply to the contract that will come into play with acceptance of the quotation. In other words on issuance of the purchase order to the successful tenderer, the terms and conditions including the Arbitration clause contained in the agreement format will apply and bind both the parties viz. Company and tenderer, although the execution of the agreement will be done later.

Every tenderer should sign and initial each page of the agreement format and Tender Conditions and submit the same along-with the quotation in token of having read and understood the contents of the same.

25 **GENERAL :**

- a) Tenderers are requested to carefully study all the tender documents and the Tender Conditions before quoting their rates. **No alteration in the tender** will be allowed after the opening of the tender.
- b) Every tender must be strictly in accordance with our conditions and specifications.
- c) All entries in the tender documents should be in Ink/Typed. **All corrections should be attested by full signature of the Tenderer.** Corrections wherever necessary should be made by scoring out the wrong words/figures by drawing a line across them and attesting these with full signatures. There shall be no erasures or over writing.
- d) The Tenderer should quote his rates for all items only in the prescribed Form supplied by the Company. All the **rates** given in the tender schedule **should be expressed both in figures and words**, and where there is a difference between the two, the rates given in words will be taken as authentic. Should there be any discrepancy between unit rate and amount the unit rates will be considered as the correct ones.
- e) When person signing the Tender/Agreement is not the sole proprietor or authorised representative of the Company the original Power of Attorney or a

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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notarially certified copy thereof authorising such person to act and sign on behalf of the Company must be produced before signing the documents.

- f) The Company reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reasons. The Company is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part.
- g) It shall be understood that every endeavour has been made to avoid error which can materially affect the basis of Tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. No advantage is to be taken either by the Company or the Tenderer of any clerical error or mistake which may occur in the general specification, schedules, plans or Tender Forms supplied to the Tenderer.
- h) Any Tender received late or not conforming to the terms and conditions prescribed in the tender documents will be rejected.
- i) Any terms and conditions attached printed overleaf of the vendors offer will not be binding on LIOC.
- j) Before issuing of the order if any dispute arises the same shall be referred to the Arbitration as per clause contained in the agreement format said above.
- k) Details on Tenderer's relationship with LIOC's Directors should accompany the quotation in the proforma enclosed.
- l) The Company reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The corporation is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part. The decision of the Company in this connection will be final.
- m) Tenderer should read the conditions of LIOC tender documents carefully and return the document duly signed by them in token of having read, understood and accepted the conditions.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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Annexure to chapter V

LIST OF BANKS FOR DEMAND DRAFT/BANK GAURANTEEE

1. Bank of Ceylon
2. Citibank N.A.
3. Commercial Bank of Ceylon PLC
4. Deutsche Bank AG
5. DFCC Bank
6. Habib Bank Ltd.
7. Hatton National Bank PLC
8. ICICI Bank Ltd.
9. Indian Bank
10. Indian Overseas Bank
11. MCB Bank Ltd.
12. National Development Bank PLC
13. National Savings Bank
14. Nations Trust Bank PLC
15. Pan Asia Banking Corporation PLC
16. People's Bank
17. Public Bank Berhad
18. Sampath Bank PLC
19. Seylan Bank PLC
20. Standard Chartered Bank
21. State Bank of India
22. The Hongkong & Shanghai Banking Corporation Ltd.
23. Union Bank of Colombo Ltd.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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CHAPTER VI

PRICE AND PRICE VARIATION FOR HDPE CONTAINER

1. Save as otherwise provided price variation will be allowed on HDPE Containers on account of variation in the CIF Colombo price of Blow Moulding grade High Density Polyethylene as per the price announcement by M/s. RELIANCE INDUSTRIES LTD INDIA for B 56003 or M/s. Marlex grade of HHM 5502 or equivalent approved by LIOC from time to time. Base price prevailing as in the quotation will be taken as the Base Price of Blow Moulding grade for HDPE Containers. For this purpose, the tenderer should indicate the price as announced by RIL or Marlex which has been taken as the base price with all statutory levies, viz. Customs Duty etc and VAT. Any discount offered by tenderer shall be valid throughout the contract period. For the purpose of price variation other incidentals like handling charges, changes in the price of pigments, colours, etc. will not be considered. The price variation will be granted on the net of VAT price.

2. EFFECTIVE DATE OF PRICE VARIATION :

- i) For any change in the price of HDPE announced by RIL or Marlex or equivalent approved by LIOC during a month (i.e. from the first week to last week) the price of Containers (escalated/de-escalated) will be revised on the first day of succeeding month.
- ii) If there is more than one revision of HDPE price by RIL or equivalent approved by LIOC in a month, the price of Containers (escalated/de-escalated) will be revised only on the first day of succeeding month. In other words, if price escalation/de-escalation takes place in the first week of the month and subsequently in second or third week, the price which is lower will be taken for revision of the Containers price to be granted on the first day of the succeeding month.
- iii) However, if any party supplies more than the Call Up quantity in the month in which price change has taken place, such parties are entitled for the revised price for the excess quantity supplied in the same month itself.
- iv) The exchange rate will be the average selling rate as declared by the 'Central Bank of Sri Lanka' website during the previous month of the supplies.
- v) Whenever price revision takes place, the backlog quantity if any due to vendor's failure will be supplied by them at de-escalated rate or rate prior to price revision whichever is lower.
- vi) The Containers that could not be supplied by vendors as per call-up due to constraints at LIOC Plant or due to non-availability of cartons will not be treated as backlog quantity.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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3. The backlog quantity will be assessed by LIOC and vendor in the following manner on a month to month basis. Vendor shall submit the following return by 10th of succeeding month to the Region/Plant

Month	Quantity indented by LIOC	Quantity supplied by party	Cumulative backlog to be supplied by party	Quantity could not be accepted by LIOC/Plant due to its constraints.	Quantity could not be supplied by the party due to their failure

4. BASE PRICE OF RAW MATERIALS AND YIELD FOR THE PURPOSE OF PRICE ESCALATION / DE-ESCALATION :

- The price announced by RIL for HDPE Blow Moulding Grade B 56003 or M/s. Marlex grade of HHM 5502 or equivalent and the price announced by RIL for HDPE Injection Moulding Grade M-60200 or equivalent approved by LIOC.
 - Yield per MT.
 - Price escalation/de-escalation will be allowed on base price (CIF) of HDPE, Customs Duty and VAT and other statutory levies if any applicable will be allowed at actuals. The price escalation will be granted on the net of VAT price of HDPE.
 - All price variation will be supported by documentary evidence and RIL or Marlex Announcement.
 - Documentary evidence should be produced for both base prices as well as for increase/decrease whenever there is a price variation.
5. Customs Duty, VAT and other levies on finished containers shall be allowed as applicable on the date of delivery of containers. The current rate of Customs Duty/VAT/other Levies should be clearly stated.
6. Except the above, no variation shall be allowed.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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CHAPTER VII

LIST OF TESTING EQUIPMENT FOR HDPE CONTAINERS

- | | | |
|-------------------------------------|---|--------------------------------|
| 1) Leakage tester | : | To detect pin hole leaks. |
| 2) Drop Tester | : | For Drop Impact Test. |
| 3) Top Pan Balance | : | For measurement of Weight. |
| 4) Screw Gauge | : | For measurement of thickness. |
| 5) Vernier Caliper | : | For measurement of dimensions. |
| 6) Standard Measures | : | For measurement of capacity. |
| 7) Compressor | : | For Hydraulic Pressure Test. |
| 8) MFI Test Equipment | : | For Melt Flow Index Test. |
| 9) Closure, leakage, vibration test | : | IS 7394. |
| 10) Standard weights | : | For stacking test. |

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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LIST OF QC CHECKS FOR HDPE CONTAINERS

VISUAL EXAMINATION

METHOD	To have a visual look at the material so as to confirm its quality with respect to the specification requirement laid down by the Corporation.
SCOPE	This method covers the requirement of HDPE Containers
PROCEDURE	HDPE CONTAINERS – ALL SIZES 1. Sampling should be done as per the sampling plan. 2. Containers should be observed for the following characteristics a) It should be bright, shiny, clean and of standard approved shade. b) Match the colour with the standard specimen. c) Examine the container for its workmanship and finish. d) Verify the Manufacturing identification parameters. 3. Report the observations in the Standard QC Test Report for approval.

DIMENSIONS & WEIGHTS

METHOD	To determine the measurement of the dimensional features & weighing all packaging materials, so as to confirm its quality with respect to the specification laid down by the Corporation.
SCOPE	This method covers the requirement for measuring the dimensions and determination of weights of HDPE containers
APPARATUS	Graduated Scale, Vernier Callipers, Screw Gauge, Weighing Balance.
PROCEDURE	HDPE CONTAINERS – ALL SIZES 1. Place the container on the clean working table. 2. Measure the Height, Breadth, Width, Neck dimensions, Wall thickness, with the help of Vernier Callipers w.r.t contractual specifications. 3. Weigh the container without cap, also weigh the cap separately, using calibrated top pan balance. 4. Record the dimension & weights values in the Std QC Test Report for approval.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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DROP IMPACT TEST – HDPE CONTAINERS - ITEM

SCOPE	When tested by the method described below the containers shall remain intact and show no sign of rupture or leakage.
APPARATUS (IS : 7394-1984)	Drop Tester – An adjustable device on which the container can be supported at a specified height in meters above a smooth flat concrete surface. The device shall be so equipped that it does not impede the free fall of the container when holding the container in such a manner that when released it will fall on a corner.
PROCEDURE	Fill the container to its nominal capacity with water at ambient temperature and tighten the closure. Drop the filled container from a height of 1.2 m so that it strikes flat on the bottom of the container. Drop the container again from same height on to the concrete surface in such a manner that it now strikes on a corner of the container.
OBSERVATION	Examine the container for signs of rupture or leakage on the part of the container body, closure and handle.
REPORT	Record the observations in the Standard QC Test Report for approval.

WALL THICKNESS

<u>SCOPE</u>	The method helps to determine the wall thickness of HDPE Containers.
APPARATUS	Screw Gauge, Vernier Callipers etc.
PROCEDURE	Take out a cut piece of the container and measure the thickness.
OBSERVATION	The minimum wall thickness at any point of the container shall be not less than 0.20 mm for container up to 5 liters capacity.
RECORD	Note the observations in the Standard QC Test Report for approval.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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BRIMFUL CAPACITY / OVER FLOW VOLUME

SCOPE	This method helps to quantify the volume of the liquid to measure the capacity of the container taken for the test.
REQUIREMENT	Containers, Graduated Measuring Cylinder or Standard measures, Water.
PROCEDURE	1. Place the container on a clean working table. 2. Fill the container with water upto the neck using graduated measuring cylinder/ Standard measures. 3. Measure the volume of water required just to the overflow level. 4. Record your observations.
CONCLUSION	Values recorded will give the brimful capacity or the over flow volume for the specimen container taken for the test.

CLOSURE LEAKAGE TEST – (IS: 7394 –1984)

<u>SCOPE</u>	The method helps to determine the ability of a closure (on a container) to prevent leakage due to transportation vibration.
<u>APPARATUS</u>	A vibrating table with eccentric in the vertical directions amplitude of vibration 25mm and frequency of vibration 3 HZ.
<u>PROCEDURE</u>	Fill the container to its nominal capacity with the product or water and close it with the usual closure in the manner in which it is intended to be used. Mount the container upside down rigidly on the vibrating table for 1 hour.
<u>OBSERVATIONS</u>	At the end of the test period the closure shall show no indication of leakage, loss of tightness, backing off or popping is observed.
<u>RECORD</u>	Note all the observations in the Standard QC test Report for approval.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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STACKING TEST

SCOPE	When tested by the method described below the containers shall not show any leakage, cracks or permanent buckling after the removal of the test load after 24 hours.				
PROCEDURE	1. Arrange the containers, fitted with water at ambient temperature to nominal capacity and closed with their usual closure with the inner seal heat sealed to the mouth and the lid closed to the normal torque, on a flat level surface in a block of 2 x 2 without any outer support. 2. Apply a top load evenly distributed on a flat surface placed on the unsupported containers. The total superimposed load along with the load of the flat surface for different sizes of containers shall be as under : <table> <tr> <td>Container capacity</td><td>Stack Load on 4 containers</td></tr> <tr> <td>5 liter</td><td>800</td></tr> </table> Examine the containers after 24 hours of test period.	Container capacity	Stack Load on 4 containers	5 liter	800
Container capacity	Stack Load on 4 containers				
5 liter	800				
OBSERVATIONS	The containers shall not show any leakage, cracks or permanent buckling after the removal of the test load after 24 hours.				
REPORT	Record the observations in the Standard QC Test Report for approval				

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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CHAPTER VIII

CONTACT DETAILS OF TENDERER

1. General Information

1.	NAME OF THE PARTY	:	
2. CONTACT DETAILS OF OFFICE			
a.	ADDRESS	:	
b.	Person to be contacted	:	
c.	Telephone No.	:	
d.	Fax no.	:	
e.	Mobile no.	:	
f.	E-mail ID (Mandatory)	:	
3. CONTACT DETAILS OF FACTORY			
a.	ADDRESS	:	
b.	Person to be contacted	:	
c.	Telephone No.	:	
d.	Fax no.	:	
e.	Mobile no.	:	
f.	E-mail ID	:	

*** Please note that all communication will be forwarded to vendor's office E-mail address only.**

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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2. Interested Party should have an average annual Financial Turnover of **LKR 4.6 Million** or above in the last 3 financial years ending 31st March 2018.

Financial Year	Turn Over (LKR)	Remarks
2017 – 2018		Photocopy of audited balance sheet to be submitted. (Mandatory)
2016 – 2017		
2015 – 2016		
2014 – 2015		

Note: Average Annual Financial Turnover during the last 3 FY ie 2017-18, 2016-17 and 2015-16 shall be at least **LKR 4.6 Million**. In absence of audited balance sheet for FY 2017-18, the bidder would be permitted to submit audited balance sheet for the 3 FY ie 2016-17, 2015-16 and 2014-15. In case of non-submission of balance sheet for any particular FY, the same shall be considered as ZERO for computation of avg. Turn Over.

3. Interested contractors should have successfully completed similar work for a value of **LKR 1.5 Million** or more in single order in any of the last 03 financial years or the current year.

Name of the Client	Name of the Work	Work Order Details	Value of completed works	Date of completion	Remarks
					Photocopies of Purchase Order / Bill Copy & Payment receipt and/ or Work Completion Certificate (including value of work completed) issued by Client to be submitted. (Mandatory)

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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4. Production facilities available:

1. Installed capacity
2. Machinery available (as per attached format)
4. Allied machinery available
5. Raw material available and source thereof.
6. Machinery available for insert transparent strip on container

5. Credentials (to be furnished positively with the offer)

1. List of supplies of similar items.
2. Clients' certificates for satisfactory completion of above system.

S.No	1	2	3	4
Make and Model of machine (Year of manufacture & serial no.)				
Machine Tonnage				
Platen size / Distance between tie rods				
Daylight Opening				
Micro Processors Control available Yes/ No				
Indicate for which company machine is currently being used				
Whether Machine can be offered exclusively for IOC				
Chilling Plant details				

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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CHAPTER X

SPECIMEN PERFORMANCE BOND

WHEREAS.....OF.....(hereinafter referred to as the Contractor has agreed to enter into a contract for the consideration of Rupees.....(Rs.....) with the (hereafter referred to as the OWNER) for the construction of Proposed.....

AND WHEREAS it is one of the conditions of the said Contract that the Contractor should furnish a Bank Guarantee in the sum of Rupees.....(Rs.) being percent (%) of the value of the Contract for the due and punctual performance and fulfillment of the Contract above referred to.

AND WHEREAS the Contractor has requested the.....to furnish the requisite Bank Guarantee and whereas the.....has agreed to do so.

KNOW THAT..... a Bank incorporated under(Cap) and having its registered office in in consideration of such agreement as aforesaid hereby guarantee undertake bind and oblige ourselves to the OWNER that if the CONTRACTOR shall fail in the and punctual performance and fulfillment of the Contract above referred to, then and in that case to make payment to the OWNER in a sum not exceeding Rupees (Rs.....) provided that the rights and remedies of the OWNER hereunder are to be cumulative and in addition to and not in substitution for its rights and remedies under the said contract and this Guarantee shall not be prejudiced avoided or affected by any indulgence or forbearance of the OWNER towards the Contractor in connection with the said Contract.

AND IT IS also hereby agreed that notwithstanding anything to the contrary herein contained this Guarantee shall be valid only up to and including the thirty first day of and shall not thereafter be of any force of avail in law except in respect of claims lodged by the OWNER with under these present on or before the thirty first day of on account of monies that may be and/or become due to the OWNER by the Contractor by reason of his failure to duly and punctually perform and fulfill the Contract above referred to : provided however, that in case shall have before the said thirty first day of extended the period for validity of this Guarantee upto any date subsequent to the said thirty first day of then the preceding provisions of this Clause shall stand amended and read as if the date to which the Guarantee is so extended had been inserted at the time wherever in the proceeding provisions of the Clause the said date, thirty first day of, occurs and this Guarantee shall have force accordingly. Such period of validity may similarly be extended from time to time so as to keep the Guarantee in full force upto such extended date or dates.

Date at this day of FOR

Sgd.....

Sgd

(Accountant)

WITNESS 1..... 2.....

DATE:

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTER, COLOMBO 01	TENDER NO: LUBES/16C/PT/03.2019 SUPPLY OF 20 lit. HDPE CONTAINERS WITH CAPS Last date of the tender submission: 12.03.2019 @ 11:00 hrs	
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CHAPTER XI AGREEMENT

Articles of agreement made at COLOMBO this _____ day of _____ Two Thousand and _____ between the LANKA IOC PLC., a Company incorporated under the _____, having its Registered office at _____ hereinafter referred to as "The Company" of the One part and M/s. _____ sole proprietor, Partnership Firm/Private/public Ltd. Co. registered under the _____ and _____ having its office at _____ hereinafter called "The Seller" which expression shall be deemed to include the seller's successors (approved by the Company), representative, heirs, executors and administrators on the other part. WHEREAS the Company is desirous of obtaining certain Materials specified in the attached Schedule and /or Purchase Orders and WHEREAS the sellers have agreed with the Company for the supply of the said stores specified in the said schedule upon certain terms and conditions hereinafter provided and WHEREAS the parties are desirous of reducing to writing the terms and conditions of the contracts on which the sellers have agreed with the Company for the supply of the said Materials, NOW IT IS HEREBY AGREED by and between the parties hereto as under:

1. **MATERIAL TO BE SUPPLIED :**

The sellers shall duly supply the said Materials as per description, quantity and rates specified in the schedule and/or purchase orders placed by the Company from time to time and in all respects in accordance with the specification designs, drawings and instructions in writing referred to in schedule and / or said Purchase Orders.

2. **MANNER & PERIOD IN WHICH THE MATERIALS ARE TO BE SUPPLIED:**

The sellers agree and undertake to supply the materials set forth in the schedules/purchase order No. _____ dated _____ and subsequent amendments if any, issued thereto from time to time.

The said materials being goods of merchantable quality shall throughout the stipulated period of the contract be supplied with the due diligence, promptness, care and accuracy and in a workman like

manner to the satisfaction of the Company and in accordance with the said specification, designs, drawings and instructions on or before the due date as per

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTER, COLOMBO 01	TENDER NO: LUBES/16C/PT/03.2019 SUPPLY OF 20 lit. HDPE CONTAINERS WITH CAPS Last date of the tender submission: 12.03.2019 @ 11:00 hrs	
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the monthly schedule, time being the essence of the contract on the part of the sellers.

3. INSPECTION OF SUPPLIES:

The Company through its authorized representative reserves the right to inspect periodically during the manufacture or before delivery, all materials and workmanship for the acceptance of quality and efficiency. The said representative will be sole judge thereof. If at any time, during the progress of any particular portion of manufacture or before delivery, materials are found to be unsatisfactory, the Company shall be entitled to take action under the Company's Tender Conditions after giving the Sellers 15 days notice in writing as considered appropriate and the sellers will have no claim for compensation for any loss sustained by them owing to such action. All materials under or in course of execution or executed in pursuance of this contract, shall at all times be open to the inspection and supervision of the Company and their authorised representative/Agents. The sellers shall at all time, during usual working hours and at all other times after having received reasonable notice, allow the Company and their authorised representative and agents to visit the contractor's premises and carry out the necessary orders and instructions.

4. PAYMENT:

The Company shall pay to the Sellers in respect of said materials mentioned in the Purchase Orders on the basis of the rates specified in the said Purchase Orders.

5. SECURITY DEPOSIT:

Within two weeks from the date of placement of Purchase Order by the Company, the Seller will have to deposit with the Company a sum equivalent to 10% of the value of the contract as Security Deposit in any one of the following manner

- a) Demand Draft of banks (given in annexure to chapter X) on which no interest will be allowed.
- b) Guarantee bond executed by banks (given in annexure to chapter V) approved by the Central Bank of Sri Lanka as per Company's standard proforma. These Bank Guarantees should be sent directly by the Bankers under their covering letter to the office of the Company by Regd. Post). However, Bank Guarantees will not be accepted if the total amount of the Security Deposit is less than Rs.50,000/-. The Sellers should ensure that the Bank Guarantee executed is kept valid throughout the period of supplies against the contract plus three months.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTER, COLOMBO 01	TENDER NO: LUBES/16C/PT/03.2019 SUPPLY OF 20 lit. HDPE CONTAINERS WITH CAPS Last date of the tender submission: 12.03.2019 @ 11:00 hrs	
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Security Deposit will not carry any interest.

Separate security deposit will be payable against each order.

Company shall be entitled without being bound to do so to adjust the Whole or any portion of the Security Deposit towards the recovery of any amount due to the Company from the Sellers. The Security Deposit or such portion thereof, as has not been adjusted towards the recovery of amounts due from the Sellers to the Company will be refunded to the Sellers within 3 months after the satisfactory completion by him of the contract and after the deposit receipt duly discharged by the Sellers has been returned to the company.

6. **RISK PURCHASE:**

In case the seller fails to deliver the quantity as stipulated in the delivery schedule of purchase order/contract, Company reserves the right to procure the same or similar materials from alternative sources at the risk, cost and responsibility of the seller.

7. **LIQUIDATED DAMAGES FOR DELAY IN DELIVERY:**

The Sellers hereby agree to pay to the Company by way of liquidated damages, and not as penalty an amount equal to ½ % (one half percent) of the contracted price of the materials so delayed for each week of such delay in delivery subject to a maximum of 15% (as applicable) of such price.

8. **SUB – LETTING OF CONTRACT :**

The seller shall not sub-let or assign this contract or any part thereof without the written permission of the Company. In the event of the Seller's sub-letting or assigning this contract or any part thereof without such permission, the Company shall be entitled to cancel the contract and to purchase the materials elsewhere on the Seller's account and risk and the Seller shall be liable for any loss or damage which the Company may sustain in consequence of or arising out of such purchase.

9. **INSPECTION AND REPLACEMENT:**

Company shall at all times be entitled to employ an Inspector or Inspectors (including Inspectors of 3rd party agencies) of Company selection at the factory or other premises of the Seller where the said materials are manufactured and such Inspector or Inspectors shall have free access to all parts of the factory or premises

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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where the said materials are being manufactured and to inspect and test the same and Company shall have the right whenever it appears from such inspection or otherwise that the Seller is not able to produce or may fail to produce the materials complying in all respects with specifications to direct such changes in methods as may be necessary to secure production of the said materials complying within our specifications. Prior inspection on the materials does not prejudice Company's right to demand repair/replacement of defective materials.

10. FORCE MAJEURE CLAUSE:

If at any time during the continuance of the Purchase Order the performance in whole or in part by either party of any obligation under this purchase order shall be prevented or delayed by reason of any war, hostility, act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred as event) then provided notice of the happening of any such event if given by either party to the other within 21 days from the date of occurrences thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against, the other in respect of such non-performance.

Deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the Managing Director of the Company as to whether the deliveries have been so resumed or not shall be final and conclusive.

Provided further that where the performance in whole. or part of any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at its option terminate the contract.

11. CANCELLATION:

Notwithstanding anything to the contrary herein contained, the Company shall be at liberty to terminate this Agreement forthwith upon or at any time after the happening of any of the following events, namely

- a) If the Seller shall commit a breach of any of the covenants and stipulations contained in the Agreement, and fails to remedy such breach within four days of the receipt of a written notice from the Company in that regard.
- b) Upon
 - (i) the death or adjudication as insolvent of the Seller, if he be an individual;

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTER, COLOMBO 01	TENDER NO: LUBES/16C/PT/03.2019 SUPPLY OF 20 lit. HDPE CONTAINERS WITH CAPS Last date of the tender submission: 12.03.2019 @ 11:00 hrs	
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- (ii) the dissolution of the partnership of the Seller's firm or the death or adjudication as insolvent of any partner of the firm, if the Seller be a firm ;
- (iii) the liquidation, whether voluntary or otherwise or the passing of an effective resolution for winding up, if the Seller be a Company or Co-operative Society;
- c) If any attachment is levied and continues to be levied for a period of seven days upon the effects of the Seller or any individual partner for the time being of the Seller's firm.
- d) If the Seller or any partner in the Seller's firm hereunder shall be convicted of a criminal offence. If a Receiver shall be appointed of any property or assets of the Seller or of any partner in the Seller's firm.
- e) If the Seller shall either by himself or by his servants or agents commit or suffer to be committed any act which in the opinion of the Company, whose decision shall be final and prejudicial to the interest or good name of the Company or its products; the Company shall not be bound to give reasons for such decision.
- f) If any information/particulars given by the Seller in the tender documents shall be found to be untrue or incorrect in any material respect.
- g) If the Seller does not adhere to the instructions which may be issued from time to time by the Company in connection with the manufacture of materials.

The Company's right to terminate this Agreement under the terms of this clause shall be without prejudice to any of its other rights and remedies against the Seller. In the event of the Company terminating this Agreement under the provision of this clause, it shall not be liable to pay for any loss or compensation in respect of such termination.

12. **JURISDICTION:**

The Courts in the city of alone shall have the jurisdiction to entertain any application or other proceedings in respect of any disputes arising under this Agreement and any award made by sole arbitrator shall be filed in the concerned courts in the aforesaid city alone.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTER, COLOMBO 01	TENDER NO: LUBES/16C/PT/03.2019 SUPPLY OF 20 lit. HDPE CONTAINERS WITH CAPS Last date of the tender submission: 12.03.2019 @ 11:00 hrs	
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13. **AGREEMENT:**

This agreement is subject to the General Conditions of contract in so far as the same is not inconsistent with or repugnant to the above clauses. A copy of the General Conditions would be deemed to have been studied and agreed to by the Contractors before their signing this agreement.

This agreement is subject to the special conditions stipulated in our schedule and / or Purchase Order No. _____ dated _____ and subsequent amendments, if any, issued from time to time.

End: as above.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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ANNEXURE TO AGREEMENT (CHAPTER XI)

GENERAL CONDITIONS OF CONTRACT FOR SUPPLY OF MATERIALS

1. Throughout these conditions and in the specification (if and) hereto annexed the terms
 - a) "The Purchaser" means LANKA IOC LTD.
 - b) "The Indentor" means any Officer authorised by the Purchaser to order Materials
 - c) "The Inspecting Officer" means the person, firm, department nominated by the purchaser to inspect the materials on his behalf and the deputies of the Inspecting officer so nominated.
 - d) "The Seller" means the person, firm or company with whom the order for supply of materials is placed and shall be deemed to include the seller's successors, representatives, heirs, executors, and administrators duly approved by the Purchaser.
 - e) "Sub-Contractor" means any person, firm or company from whom the seller may obtain any materials or fittings to be used in the supply or manufacture of the materials.
 - f) "Drawings" means the drawings exhibited or provided for the guidance of the seller.

2. **PURPOSE OF CONTRACT AND PARTIES TO THE CONTRACT:**

This contract is for the supply of materials of the description in the quantities set forth in the purchase order and/or schedule to the purchase order. Except as hereby otherwise provided, a verbal or written arrangement abandoning, varying or supplementing this -contract or any of the terms hereof, shall not be binding on the purchaser unless or until the same is endorsed on the contract or incorporated in a formal agreement and signed by the parties hereto and till then the purchaser shall have the right to repudiate such arrangement.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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3. PERIOD OF CONTRACT:

The contract, if any, awarded against this tender will be valid for a period of 2 years renewable for another period of 1 year under the same terms and conditions. Thereafter spill over quantity, if any, will be drawn by the Company at their option.

4. SALES TAX:

The rate of sales tax /VAT payable will be as applicable at the time of delivery. Payment is subject to the condition and the Seller's written undertaking that the same is statutorily payable by the Seller to the Government and actually will be paid to the Government.

5. DELIVERY:

The, Seller shall, as may be required by the Purchaser, deliver at LIOC, Trincomalee or as mentioned in purchase order/contract/Call ups and the same shall be delivered or dispatched not later than the dates specified in the Purchase Order/Schedule.

6. TIME FOR A DATE OF DELIVERY DESPATCH. THE ESSENCE OF THE CONTRACT:

The time given for delivery/despatch shall commence from the date of purchase order/contract by the seller.

The time for and the date of delivery / despatch stipulated in the said purchase order/contract for the delivery or despatch of materials shall be deemed to be the essence of the contract and should seller fail to deliver/ despatch the same within the scheduled delivery period the purchaser shall be entitled to withhold the payment if necessary until the quantity against the order has been supplied and also to recover from the seller liquidated damages as stipulated in the Agreement. Alternatively at the option of the Purchaser, the purchaser shall be entitled to purchase from elsewhere on the account and at the risk of the Seller, the materials thereof which the Seller has failed to deliver/despatch as aforesaid or if not available the best and nearest available substitute thereof, and / or to cancel the contract and the Seller shall be liable, for any loss or damage which the Purchaser may sustain by reasons of such failure on the part of the Seller.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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7. EXTENSION OF TIME FOR DELIVERY:

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser will allow such additional time as he considers to be justified by the circumstances of the case and shall forego the whole or such part as he may consider reasonable of his claim for such loss or damage as aforesaid and the decision thereon shall be final provided that the Purchaser shall under such circumstances, have the option of terminating the contract instead of allowing time and in that case no damages shall be claimable by the Seller from the Purchaser.

8. DRAWING SPECIFICATIONS AND PATTERNS:

When tenders are called for in accordance with drawings, specification or sealed pattern the Seller's tenders to supply in accordance with such drawings, specification or sealed pattern shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and in no circumstances will any claim on his part which may arise on account of his insufficient examination of the said drawings, specification or sealed pattern, be considered.

If any dimensions figured upon a drawing, differ from those obtained by sealing the drawing, the dimensions as figured upon the drawing shall be taken as correct.

9. CHARGES FOR WORK NECESSARY FOR COMPLETION OF CONTRACT:

The seller shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, pamphlets, models and gauges and for all such measures as the Purchaser may deem necessary for the proper completion of the contract, though special provision therefore may not be made in specification of drawings.

10. EXECUTION OF THE CONTRACT:

The whole contract is to be executed in the most approved and workman like manner to the entire satisfaction of the Purchaser or his deputed representative who has power to reject any of the materials -of which he may disapprove and his decision thereon and on any question as to the true intent and meaning of the specification or drawings, or of the work necessary for the proper completion of the contract shall be final and conclusive.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTER, COLOMBO 01	TENDER NO: LUBES/16C/PT/03.2019 SUPPLY OF 20 lit. HDPE CONTAINERS WITH CAPS Last date of the tender submission: 12.03.2019 @ 11:00 hrs	
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11. SELLER RESPONSIBILITY:

The Seller is to be entirely responsible for the execution of the -contract in all respects in accordance with the terms and conditions as specified in 'the acceptance - of Tender and the Schedule annexed thereto. Any approval which the Purchaser or his authorised representative may have given in respect of the materials or other particulars and the work or the workmanship involved in the contract (whether with or without tests carried out by the Seller or the Purchaser's representative) shall not be binding on the Purchaser and notwithstanding any approval or acceptance by the Purchaser's representative it shall be lawful for the Consignee on behalf of the Purchaser to reject the materials on arrival at destination if it is found that the goods supplied by the Seller are not in conformity with the terms and conditions of the contract in all respects.

12. INDEMNITY:

The Seller shall at all times indemnify the Purchaser against all claim which may be made in respect of the said materials for infringement of any right protected by the Patent, Registration of design or trade mark provided always that in the event of any claim in respect of any alleged breach of a patent, Registered design or Trade Mark being made against the Purchaser, he shall notify the seller of the same, and the seller shall be at liberty, but at his own expenses, to conduct negotiations for settlement of any litigation that may arise therefrom.

13. NOTIFICATION OF DELIVERY OR DESPATCH:

Notification of delivery/despatch on the Purchaser's standard despatch advice in regard to each and every consignment shall be made to the consignee and to the Purchaser immediately upon despatch or delivery. The Seller shall further supply to the Purchaser a priced invoice in- quadruplicate and packing account to the Consignee of all material delivered/despatched. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account and full details of contents of packages and quantity of materials shall be given to enable the Consignee to check the stores on arrival at destination.

14. TRANSIT RISK:

Since the Sellers will be responsible for co-ordinating dispatches by Road they shall be responsible for material found damaged/defective/short received at the receiving end.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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15. **PAYMENT:**

LIOC – HO shall make full payment within 30 days from the date of receipt of Invoice against the order supported by delivery challans duly received by our authorized representative at the receiving location.

16. **CLAIMS:**

The Purchaser shall be entitled to retain the amount of any claim of the Purchaser against the Seller whether liquidated or un-liquidated arising out of the Contract under reference or otherwise however, and set off the same protanto against amount payable to the Seller in the contract under reference or otherwise however without prejudice to and in addition to the other -rights of the Purchaser to recover the amount of any claim as aforesaid.

17. **ILLEGAL GRATIFICATION:**

Any bribe, commission, gift or advantage given, promised or offered by the Seller or by anybody on his behalf, to-the. Purchaser or-any person on his behalf whether friend or relative, in relation to obtaining or execution of this particular or any other contract/s With Purchaser or for showing favour or disfavour to any person in relation - to this particular or any other contract/s as aforesaid shall subject the seller to the cancellation of the particular and/or any other or all contracts entered into with them by the Purchaser and also to payment of any loss or damage resulting from any such cancellation to the like extent provided in the Agreement.

Any dispute or difference of opinion arising in respect of either the interpretation effect or application of -this particular condition of the contract or of the amount recoverable hereunder from the Seller shall be decided by the Managing Director of Lanka IOC Ltd. and his decision shall be final and conclusive.

18. **LAW GOVERNING THE CONTRACT:**

This contract shall be governed by the Laws of Sri Lanka from time to time in force.

19. **MARGINAL HEADINGS:**

The marginal headings of conditions here to shall not affect the construction thereof.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTER, COLOMBO 01	TENDER NO: LUBES/16C/PT/03.2019 SUPPLY OF 20 lit. HDPE CONTAINERS WITH CAPS Last date of the tender submission: 12.03.2019 @ 11:00 hrs	
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20. **ARBITRATION:**

1. All disputes or differences whatsoever which shall at any time arise between the parties hereto, touching or concerning the Supply of Material or this Contract or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after termination, abandonment, foreclosure or breach of the Contract (other than those in respect of which the decision of any person is by the Contract expressed to be final and binding) shall be referred to arbitration by a notice in writing as provided for herein if the same cannot be solved by the Engineer by discussion with the Employer and the Contractor.
2. The party who seeks to refer such difference or dispute to arbitration ("the First Party") shall name the arbitrator appointed by him in the notice in writing sent to the other party ("the other party") making such reference. The other party may appoint another arbitrator within thirty (30) days from the date of receipt of the said notice. Either party can appoint only a member of a retired judge of the Supreme Court or the Court of Appeal as an arbitrator.
3. In the event of the other party failing to appoint another arbitrator within thirty (30) days from the date of receipt of the said notice the arbitrator appointed by the First Party shall act as the sole arbitrator and make a final award as if the parties hereto have jointly appointed him to act as such Sole Arbitrator. If the other party appoints another arbitrator then the two arbitrators shall appoint a retired judge of the Supreme Court or the Court of Appeal as the third arbitrator to be the Chairman as provided for in the section 6(3) of the Arbitration Act No.11 of 1995 of Sri Lanka.
4. The Arbitration Tribunal shall before the commencement of the arbitration set out the procedure to be followed at the hearing but the following steps shall be mandatory before the hearing commences: -
 - (i) Both parties shall within the time stipulated by the Arbitrators or within such further time as may be allowed by the Arbitrators file their respective evidence by way of affidavits with supporting documents.
 - (ii) Thereafter time may be given by the Arbitrators to file affidavits in reply with supporting documents.
 - (iii) Oral evidence shall be confined only to the matters, which shall be specified by the Arbitrators

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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5. The Arbitrator proceedings shall be held in the city of Colombo and the language of the proceedings shall be in English.
6. Only a retired judge of Sri Lanka or lawyer qualified to practice in Sri Lanka can be appointed as an arbitrator or chairman as both parties recognize that the applicable laws are the laws of Sri Lanka.
7. The award made at an arbitration held as provided herein shall be final conclusive and binding on the parties hereto.
8. It is hereby mutually agreed that the making of an award upon a reference to arbitration shall be a condition precedent to any right of action of either party against the other party in respect of such difference of dispute.
9. The supply under the Contract shall, as far as possible, continue during the arbitration proceedings and no payment due or payable to the supplier shall be withheld on account of such proceedings unless the same is in dispute.

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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CHAPTER XII

PRICE BID

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

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TENDER FORM (PRICE BID)-20 LITER HDPE CONTAINERS

RATE PER MT OF HIGH DENSITY POLYETHYLENE BLOW MOULDING GRADE B56003
ON THE BASIS OF M/S.RELIANCE INDUSTRIES LTD OR AN EQUIVALENT.

(RIL or equivalent _____) ANNOUNCEMENT DATE _____
CIF Price _____ Exchange Rate _____
EX-DEPOT PRICE (RS.)

Sr.N o.	Particulars	Amount in Figures (Rs.)	Amount in Words (Rupees)
1.	Base price of raw material CIF COLOMBO per MT		
2.	CUSTOMS DUTY (%)		
3.	DUTY SURCHARGE (%) on CUSTOMS DUTY		
4.	PAL (% on CIF)		
5.	S.R.L (% On customs and surcharge)		
6.	OTHER STATUTORILY PAYMENT (specify)		
7.	NBT (%)		
8.	VAT (%)		
9.	TOTAL LANDED COST		
10.	LESS DISCOUNTS AVAILED, NBT & VAT		
11.	Net Raw Material Cost per MT. (9-10)		
12.	Yield per MT	(Nos.)	(nos.)
13.	Material price per 100 nos. (11/12) x 100		

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer

LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTER, COLOMBO 01	TENDER NO: LUBES/16C/PT/03.2019 SUPPLY OF 20 lit. HDPE CONTAINERS WITH CAPS Last date of the tender submission: 12.03.2019 @ 11:00 hrs	
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NET DELIVERY PRICE (RS.)

Sr.No.	Particulars	Amount in Figures (Rs.)	Amount in Words (Rupees)
Details on Break-up of price (in SLR .)			
13.	Raw Material (HDPE) cost per 100 nos. (As per above calculation)		
14.	Add- Conversion Charges per 100 nos. (This includes all other inputs such as Master batch, Labour overheads, inventory Cost, profit etc.		
15.	Packing cost per 100 nos.		
16.	Transportation cost per 100 nos. (To LIOC, LBP, Trincomalee)		
17.	Total Basic rate (13+14+15+16)		
18.	NBT (%)		
19.	Sales Tax / Vat (%)		
20.	TOTAL		
21.	Less = ST Set off (VAT) (%)		
22.	NET DELIVERED RATE per 100 nos. [7-8]		

Note:

Discount offered (10) will remain firm throughout the contract period.

Duties, Sales Tax (NBT & VAT) are payable at actual on the current month. Bidder to indicate percentage applicable at the time of tendering

Item (14), (15) & (16) do not qualify for any variation during the contract period. Prices of all components against these items are firm.

Bidder should ensure that all items are filled in details and no two elements should be clubbed together.

enclosed the product specification as an Annexure

Name of Tenderer :

Address of Tenderer :

Signature & Seal of Tenderer