

NAME OF TENDER:

RATE CONTRACT FOR FABRICATING, SUPPLY AND INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

Tender No :	LIOC/ LUBE/ PT/ 01/ 2019-20
Due Date &Time :	23.08.2019 @ 10:00 Hrs

**TECHNICAL/ COMMERCIAL
BID**



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
2 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

Tender No: LIOC/LUBE/PT/01/2019-20
Dt: 19/07/ 2019

M/s.

.....
.....
.....

Dear Sir,

**Sub: RATE CONTRACT FOR FABRICATING, SUPPLY AND INSTALLATION OF SERVO BRANDING -
DEALER BOARDS AND SERVO BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND.**

1.0 Following documents forming a part of the mentioned tender are enclosed in single set:

Part 1- Technical and Commercial/ Unpriced Bid (ENVELOPE 1)

1. Notice Inviting Tender
2. Technical/ Commercial Bid abstract
3. Introduction
4. Abbreviations
5. Form of Tender & Appendix
6. List of documents in support of qualifying norms
7. Particular of Tender Fee & Bid Bond
8. Undertaking Towards Document submission
9. Declaration towards downloading documents from web site
10. Declaration to be signed and submitted with details
11. List of directors on Lanka IOC Board
12. Proforma of declaration for Holiday/ Black Listing
13. Statement of credentials
14. Special terms and conditions.
15. Terms & Conditions -Safety
16. General, Material, Technical specifications & Scope of works.
17. Drawings
18. Form of Agreement - Specimen Copy
19. Condition of Contract Part I & II
20. Specimen Bid Bond
21. Specimen Performance Bond.

Part 2- Price Bid (ENVELOPE 2)

1. Schedule of Rates (Price Bid) only

2.0 We request you to submit your lowest quotation for the work contained in the tender. Your offer complete in all respects must be submitted so as to reach this office of on or before **23/ 08/ 2019 at 10:00 hrs.** Offer may please be dropped in Lube tender box kept in our office at address given below.

**LUBE DEPARTMENT,
LANKA LIOC PLC,**

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
3 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
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**LEVEL 20, WEST TOWER, WORLD TRADE CENTRE,
ECHELON SQUARE, COLOMBO - 01, SRI LANKA**

- 3.0 Bid Bond: The bid bond for **LKR 100,000/-** in the form of demand draft (drawn in favour of Lanka IOC PLC payable at Colombo) or Bank Guarantee (strictly as per the format enclosed) must be submitted strictly in the Technical Bid cover.
- 4.0 Tender Fee: A tender fee of **LKR 5,000/-** by cash/ Demand draft (in favour of Lanka IOC PLC payable at Colombo) shall be applicable.

The tenders can also be downloaded from the web site of the firm www.lankaio.com in which case the tender fee of LKR 5000/- is not applicable.

- 5.0 Submission f Tender Documents:

Tender Envelope must be superscribed duly indicating the tender number, due date and time of opening, name of work tendered, address of tenderer. It must be noted that the technical bid (named as COVER A) & price bid (named as COVER B) shall be enclosed in separate covers and marked. The two covers (COVER A & COVER B) in sealed condition containing the above must be enclosed in an outer cover (named COVER C) and sealed and submitted. The outer cover (COVER C) must be super scribed duly indicating the tender number, due date and time of opening, name of work tendered, name and address of tenderer. Non-submission of the tender documents in the manner prescribed above will render the offer liable for rejection.

- 5.1 Tenderers to note that LIOC shall not be responsible for the postal delays in dispatch and receipt of tender documents. Tenderers must also note that all pages of tender along with drawings issued must be signed with stamp and submitted as part of submission of tender.

Thanking you,

Yours faithfully,
FOR LANKA IOC PLC.,

SENIOR VICE PRESIDENT (LM & P)

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
4 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**



Lanka IOC PLC

NOTICE INVITING TENDER

Tender no: LIOC/ LUBE/ PT/ 01/ 19- 20

Lanka IOC PLC invites sealed tenders in prescribed tender form under two bid system from bonafide contractors as per following details

NAME OF WORK	SALE PERIOD (BOTH DAYS INCLUSIVE)	CONTACT PERSON
RATE CONTRACT FOR FABRICATING, SUPPLY AND INSTALLATION OF SERVO BRANDING -DEALER BOARDS /UNDERTAKING OF SERVO BRANDING WALL PAINTING WORKS AND PROVISION OF SERVO RAKS FOR SERVO SHOPS ACROSS THE ISLAND COST OF TENDER: LKR 5,000/- (NON REFUNDABLE)	19/07/2019 From 0900 Hrs To 22/08/2019 Up to 1300 Hrs	MANAGER (COMMERCIAL) TEL: 011 2475720 Email: manjula@lankaioec.com

Please visit our website www.lankaioec.com for further details on this tender.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
5 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

NOTICE INVITING TENDER

1	TENDER NO.	LIOC/ LUBE/ PT/ 01/ 19-20
2	NAME OF WORK	RATE CONTRACT FOR FABRICATING, SUPPLY AND INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND
3	ESTIMATED COST	LKR 31.97 Mil inclusive of VAT during rate contract period The estimated cost is only directional and the successful bidders can not claim it as their right. The actual value of works can increase or decrease at the sole discretion of LIOC.
4	BID BOND	LKR. 100,000/-
4A	MODE OF SUBMISSION OF BID BOND	A. By Demand draft in favour of Lanka IOC PLC payable at Colombo B. By Bank Guarantee in favour of Lanka IOC PLC issued by any MNC/reputed Bank in Sri Lanka.
5	SALE OF TENDERS (between 0900 Hrs to 1700 Hrs on working days)	
	a) STARTS ON	19/07/2019 at 0900 Hrs
	b) CLOSING ON	22/08/2019 at 1700 HRS.
6	DUE DATE AND TIME :	
	a) SUBMISSION OF TENDERS	On or before 23/08/2019 @ 1000 HRS
	b) OPENING OF TENDERS (Technical Bid Only)	23/08/2019 @ 10.00 HRS
7	TENDER FEE	LKR. 5,000/- (non refundable / non transferable) drawn in favour of Lanka IOC PLC payable at Colombo. Tender fee not applicable if downloaded from the www.lankaio.com
8	VALIDITY OF TENDER	120 days from Date of opening of Technical Bid
9	PRE BID MEETING	31/07/2019 at 1100 Hrs
10	VERIFICATION OF ORIGINAL DOCUMENTS	26/08/2019 & 27/08/2019
11	NUMBER OF PARTIES TO BE ENLISTED	FIVE (05) parties 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.
12	CONTRACTUAL PERIOD	24 months from the date of acceptance of the tender by LIOC and extendable by further 3 months based on mutual consent
13	WORK COMPLETION TIME	as per details given in Call-up POs

Sealed tenders in two bid system (a) Technical bid with commercial terms and (b) Price Bid are invited from reputed, established and financially sound parties **RATE CONTRACT FOR FABRICATING, SUPPLY AND INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND.** Parties, meeting the following qualifying parameters as per details mentioned below, only need apply:

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
6 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
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QUALIFYING PARAMETERS :

Parties who satisfy the following qualification parameters as per the details given below only need apply.

SL	QUALIFYING PARAMETERS
1.	Similar works: Value of similar works covered by single order shall not be less than LKR 2.0 Million (without VAT) in any of the last 3 years ending 30/ 06/ 2019 .
2.	Average Annual Financial turnover during last 3 financial years ending 31 st Mar' 2019 ie. 2016-17, 2017-18 and 2018-19 shall be at least LKR 2.6 Million . In absence of audited balance sheet for FY 2018-19, the bidder would be permitted to submit audited balance sheet for the 3 FY ie 2015-16, 2016-17 and 2017-18. 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.
3.	Availability of Company Registration Certificate and VAT registration. Proof of only submission of application for VAT registration shall not be considered as valid document.

Definition of Similar works:

Experience in successful completion of Fabricating /Supply & Installation of printed flexes or Vinyl stickers including supporting metallic frame works for Branding / Advertising works for commercial establishments and Branding / Advertising works with wall painting works for commercial establishments.

Note:

- 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.
- Proof of turn over shall be supported by copies of audited Profit and Loss account statements indicating therein Professional receipts.

Note:

- 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 indicating date of work order, date of completion of works and value of works completed etc.
- In case of rate contracts, works commenced prior to the qualifying period (3 years ending 30/06/2019) are completed during the qualifying period then, the cost of works completed in the qualifying period considering the cumulative value shall be reckoned for the purpose of qualification. Proof of turn over shall be supported by copies of audited Profit and Loss account statements & balance sheet indicating therein Professional receipts.

TENDER FEE:

Tender documents (non transferable) can be obtained from Engineering department, Lanka IOC PLC, 20th floor, West Tower, Echelon Square, Colombo, Sri Lanka by way of a request letter together with tender fee for **LKR 5,000/-** by way of Demand Draft drawn in favour of LANKA IOC PLC payable at COLOMBO.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
7 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

LIOC shall not be responsible for any Postal / Courier delays if document is sought by post. The tender documents can also be downloaded from our web site www.lankaiooc.com during the sale period. In such case, the tenderers must ensure that all the documents are downloaded and the responsibility of the same shall vest with the individual tenderer. Before downloading the tender documents from the website, the tenderer should register in the website by giving the correct name of the firm, address and all details as required. It shall be the responsibility of the tenderer to ensure that they register with the web site well in advance and download the documents before due date and time of close of sale. In case, the name and address in which the tenderers have registered at the website does not match with the name and address of in which they have quoted, their tender shall be rejected outright.

The tender documents downloaded are not transferable and can be used only by the registered tenderer who has downloaded the documents. Hence any tender submitted by the tenderers who have neither bought the tender nor downloaded the same shall be rejected outright. **In case, the tenders are downloaded, the tenderers are NOT required to submit the Tender Fee for LKR 5,000/- along with the Technical Bid documents.**

Tenders marked "Technical Bid with Commercial Terms without Price" shall be opened on due date and time mentioned in presence of Bidders at the above mentioned address. Lanka IOC PLC reserves the right to accept / reject any or all tenders without assigning any reason whatsoever.

Tenders received after the due date and time shall be rejected outright.

PERIOD OF CONTRACT:

24 MONTHS from the date of acceptance of tender by LIOC. The contract can be extended for a period of 3 months at the terms and conditions of tender on mutual consent.

PROCEDURE FOR SELECTION OF CONTRACTOR:

- A. **Pre-bid meeting:** Pre-bid meeting shall not be applicable for this tender.
- B. **Submission of Documents towards qualifying parameters:-** Tenderer will be required to fill in and enclose documents in support of qualifying parameters together with relevant documents as given in the Statement of Credentials sheet attached. **OFFER OF THOSE TENDERERS NOT ENCLOSING ALL RELEVANT DOCUMENTS TOWARDS QUALIFYING PARAMETERS ARE LIABLE FOR REJECTION**
- C. **Verification of Original Documents:-** Tenderers are required to report on the specified dates mentioned in the tender along with all original documents, copies of which have been submitted with the Technical Bid towards qualification. No separate communication will be issued to tenderers in this regard. The Bids of the **Tenderers who do not report for verification of original documents on date mentioned may be summarily rejected.**
- D. **Technical Qualification:-** Tenderer will be considered as technically qualified based on meeting qualifying parameters and after verification of original documents towards the same as stipulated above. In the event, document submitted by the tenderer is found to be forged or incorrect, such tenderer shall be rejected and bid bond submitted shall be forfeited immediately. Such tenderer is also liable to be put on Holiday List by IOC.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
8 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

Parties who have carried out the work on sub contract basis shall not be eligible to participating in the tender.

- E. **Price Bid Opening & Finalisation of parties:** Tenderers are required to quote fixed percentage above or below the rates given in the Price Schedule. Price Bid of only technically qualified parties shall be opened, after intimation to successful tenderers. Status of tenderers shall be arrived at based on the price quoted by individual tenderers and arranged from lowest bidder to highest bidder in terms of quotation. In case of identical rates received, parties having higher annual average turnover in the last 3 financial years i.e. as worked out for qualifying criteria shall get precedence.

The lowest acceptable rate with or without negotiation & accepted by Lanka IOC ie. L1 rate shall be offered to the other qualified parties for matching. Qualified parties matching the L-1 rates shall be considered for award of contract and preference being given in the ascending order of the respective original quotations till the time the required nos. of parties are empanelled.

Canvassing of information or submission of forged or false documents / information by any Tenderer shall make their offer invalid. In addition, action shall also be taken by Lanka IOC PLC for forfeiture of bid bond as well as putting the Tenderer on Holiday list.

Tenders should reach LUBE DEPARTMENT, LANKA LIOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01 (SRI LANKA) before due date and time mentioned above.

SENIOR VICE PRESIDENT (LM & P)

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
9 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

FORM OF TENDER

NOTE: The Appendix forms parts of Tender; Tenderers are required to fill up all the blank spaces in this Tender Form and Appendix.

To: **Lanka IOC PLC**
20,West Tower,
World Trade Centre,
Echelon Square,
Colombo 01.

1. I/We,..... Of
the undersigned, having examined the Form of Agreement, the Conditions of Contract, Form of Tender, Drawings, Specifications, Priced Bills of Quantities and the Schedule of Rates and Prices, do hereby offer and undertake to execute, complete and maintain the whole of the said works referred to in the schedule of the Form of Agreement in conformity with the said Drawings, Specifications and all other work in connection therewith and incidental falls pertinent thereto, to your entire satisfaction and strict accordance with the Conditions of Contract, at the rate and prices set forth in the said Priced Bill of Quantities and/or Schedule of Rate and Prices at the amount given at the end of the Priced Bills Of quantities or such other sums as may be ascertained in accordance with the Conditions of Contract.
2. And, I/We do hereby undertake to commence the works within **Seven (07) days** from the last date of acceptance of this Tender, if any, or at the instance of the Engineer's order to commence, and to complete and deliver the whole of the works as aforesaid duration calculated from the last day of the aforesaid period in which works are to be commenced.
3. And further, I/We do hereby undertake to obtain the guarantee of a Bank with your approval, to be jointly and severally bound with us in a sum not exceeding ten percent (10%) of the aforementioned sum for the due performance of the contract under the terms of a Bond to be approved by you.
4. And I/We further agree, in the event of my/our failing to execute the said agreement or the said Bond, if required within **Fourteen (14) days** of my/our being called upon to do so, at the latest then any acceptance of this tender by you, may be revoked by you on behalf of the Employer and that I/We shall be held responsible for all and any damages suffered by the Employer in consequence of such delay or failure.
5. Unless and until the formal agreement is prepared and executed, I/We do hereby agree, that this tender together with your written acceptance thereof, shall constitute a binding contract between the two parties.
6. I/We understand that you are not bound to accept the lowest or any tender you may receive.
7. I/We further undertake to abide by this tender for a period of **Hundred Twenty (120) days** from the last date fixed for "receiving of tenders" and that the same shall remain binding upon me/us and may be accepted at any time before the expiration of such period.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
10 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

In witness whereof, I/We do set my hand/our respective hands hereto at
on this Day of Two Thousand and Nineteen.

Signature of Tenderer

in the capacity of and/or duly authorised to sign

this tender for and on behalf of

Signature

Seal & Address

APPENDIX TO FORM OF TENDER

	Clause	
Amount of Bond Guarantee	10	LKR 100,000.00
Period of Completion from Work order	41	As Stipulated By LIOC
Amount of Liquidated damages	47 (1)	1% per day or part thereof
Limit of Liquidated damages	47 (1)	10% of the Individual Work Order
Amount of bonus (if any)	47 (3)	None
Period of Maintenances	49	01 year
Percentage of adjustment of		
Provisional sums	59 (4) (c)	Ten (10) percent
Mobilization Advance	60 (1)	Nil
Percentage of Retention	60 (4) (a)	Five (05) percent
Time within which payment to be made after certificate	60 (7)	14 days

In witness whereof, I/We do set my hand/our respective hands hereto at

on this Day of Two Thousand and Nineteen.
een.

Signature of Tenderer

in the capacity of and/or duly authorized to sign

this tender for and on behalf of

Signature

Seal & Address

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
11 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

PUBLIC TENDER (TWO BID SYSTEM)

TECHNICAL BID/ COMMERCIAL BID ABSTRACT

(MUST BE FILLED BY THE TENDERER AND SUBMITTED ALONG WITH TECHNICAL BID)

SN	DETAILS	IOC's REQUIREMENT	DETAILS FURNISHED BY TENDERER
1	Bid Bond	LKR 100,000/-	
2	a. Mode of bid bond b. Details of bid bond(DD no date; date; Banker)	DD/ Pay Order/ Bankers' cheque	
3	Value of similar works as per Notice Inviting Tender (Copies of Work order, Work completion certificate, Final bills to be enclosed).	As per NIT	
4	Average Annual Financial turnover	As per NIT	
5	List of clients with WO copies	To be enclosed	
6	Credentials	To be enclosed	
7	Validity of tender	120 Days from date of opening of Technical Bid	
8	Validity of Contract	24(TWENTY FOUR) MONTHS	
9	Bio data of important persons of the firm	To be enclosed	
10	Type of firm (Company registration certificate)	To be furnished	
11	VAT registration number (VAT registration certificate)	To be furnished	
12	Tender documents have been signed on all pages with seal & submitted	To be confirmed	
13	Equipment questionnaire	Enclose list of equipment proposed to be deployed to site of works	
14	Experience questionnaire	To be furnished.	
15	Confirm that there are no deviations from tender conditions	To be confirmed	
16	Confirm that bid bind instrument is enclosed in technical bid cover	To be confirmed	

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
12 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

17	Confirm that the Price bid does not contain any condition	To be confirmed.	
18	Confirm that the rates have been expressed in both figures and words in the price bid.	To be confirmed.	
19	Mobilization advance	NOT APPLICABLE	
20	Any other relevant information	To be furnished.	

SIGNATURE OF TENDERER:

SEAL & DATE

ADDRESS

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

**Page
13 of 47**

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

ABBREVIATIONS & NOTATIONS

**UNLESS OTHERWISE SPECIFIED FOLLOWING NOTATIONS/ ABBREVIATIONS SHALL BE
APPLICABLE TO DOCUMENT**

MM/mm	- MILLIMETER
SQMM/sqmm/mm ²	- SQUARE MILLIMETER
CM/cm	- CENTIMETER
SQCM/Sqcm	- SQUARE CENTIMETER
SFT/sft	- SQUARE FEET
M/m/rm/RM	- METRE / RUNNING METRE
SQM/sqm/m ²	- SQUARE METRE
CUM/cum/m ³	- CUBIC METRE
KG/kg	- KILOGRAM
MT	- METRIC TONNE
MS	- MILD STEEL
DIA/dia/Φ	- DIAMETER
NO (S) / Nos. / nos.	- NUMBER(S)
RCC	- REINFORCED CEMENT CONCRETE
E-I-C	- ENGINEER - IN - CHARGE
IS/BIS	- INDIAN STANDARD
API	- AMERICAN PETROLEUM INSTITUTE
JOB	- JOB LUMPSUM
EMD	- EARNEST MONEY DEPOSIT
ISD	- INITIAL SECURITY DEPOSIT
BG	- BANK GUARANTEE
CRVT	- CONE ROOF VERTICAL TANK
FRVT	- FLOATING ROOF VERTICAL TANK

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
14 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

LIST OF DOCUMENTS REQUIRED IN SUPPORT OF QUALIFYING NORMS

ALL REQUIRED DOCUMENTS ARE TO BE SUBMITTED ONLY WITH TECHNICAL/ COMMERCIAL BID.

NO OTHER EXTRA DOCUMENTS SHOULD BE ATTACHED WITH THE TECHNICAL/ COMMERCIAL BID & **NO DOCUMENTS/CONDITIONS SHOULD BE ATTACHED WITH THE PRICE BID.** CORPORATION RESERVES THE RIGHT FOR OUTRIGHT REJECTION OF CONDITIONAL BIDS.

NON-SUBMISSION OF ALL REQUIRED DOCUMENTS OR INCOMPLETE SUBMISSION OF ANY DOCUMENTS MAY RESULT IN REJECTION OF THE TENDER.

1. ESSENTIAL DOCUMENTS:

- a. BID BOND instrument in original with Technical bid.
- b. Tender fee instrument in original.

Following essential documents **MUST** be attached with the Technical/ Commercial Bid for consideration of the offer (In the absence of these documents, the tender is liable for rejection).

- a) Copy of Audited Balance Sheets including PROFIT & LOSS statements of the previous three consecutive financial years 2012-13; 2013-14 & 2014-15 or 2011-12; 2012-13 & 2013-14. The turnover by way of contract receipts/ sales as per audited accounts, submitted by the tenderer shall be the basis for further evaluation, wherever required.
- b) Copy of Work Order(s) (indicating items of work) and Call up Orders (In case of rate contracts) in support of Qualifying Work Order(s) value as per qualifying parameters, completion certificate, copies of final bills duly signed & accepted by the client, cheques received for payment & bank statement etc to prove completion and value of works as per NIT.
- c) Copy of VAT Registration certificate.

2. OTHER DOCUMENTS/ INFORMATION: Copies of the following documents should also be attached with the Technical/ Commercial Bid.

- i. Certificate of Incorporation in case of Company
- ii. Power of Attorney in favour of the person signing the documents.
- iii. Registration Certificate in case of Public/ Private Limited Company OR Partnership Deed in case of Partnership Firms as applicable.
- iv. An affidavit that party is not black/holiday listed in enclosed Proforma.

The tender shall stand summarily rejected inter-alia on following grounds:

- i. Name and address of tenderer not matching with the name and address in which the tender documents are down loaded from LIOC web site.
- ii. Tenderer not meeting tender qualifying norms.
- iii. Non-withdrawal of any conditions imposed in tender document & conditions imposed during negotiations post Price Bid opening.
- iv. Tenderer submitting fabricated/false/ forged documents along with tender documents.
- v. Party not submitting bid bond.

The details of Tender Fee/ BID BOND payments should be filled in the format given in the tender. The bank instruments must be enclosed in original along with this TECHNICAL BID only.

VICE PRESIDENT (ENGG)

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
15 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

PARTICULARS OF TENDER FEE

DEMAND DRAFT/ RECEIPT NO:

DATED.....

ON BANK.....

FOR LKR.5,000/- (BY WAY OF DEMAND DRAFT PAYABLE AT COLOMBO).

PARTICULARS OF BID BOND

DEMAND DRAFT NO:

DATED.....

ON

BANK.....

FOR LKR.1,00,000/- (BY WAY OF DEMAND DRAFT PAYABLE AT COLOMBO).

OR

BID BOND NO:

DATED.....

ON

BANK.....

FOR LKR. 1,00,000/- (AS PER FORMAT ENCLOSED).

The bid bond shall be valid for a period of (4 months) 120 days from the date of opening of technical/ commercial bids.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
16 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

STATEMENT OF CREDENTIALS

The party must meet the following Qualifying Criterion:

1. Party should have average annual financial turnover of LKR 3.5 Million and should have successfully completed similar work for a value of LKR 1 Million or more in single order in any of the last 03 financial years or the current year.

The party should have successfully completed a similar work as single order as per definition given in the NIT.

2. Bidders are advised to submit the following data with relevant certified supporting documents (photocopies). Incomplete tenders may be rejected and Price Bid shall not be opened.

General Information

1	Name of the Company *	
2	Address	
3	Name of the Contact person	
4	Nature of Organization (i.e proprietorship/ partnership/ Pvt Ltd/ etc) *	
5	VAT Registration (i.e Copy of VAT registration issued by inland revenue) *	
6	Telephone / Fax/ Email	
7	Registration with Govt./ any organization *	
8	Any other details	

- Please attach photocopy of relevant documents (Mandatory).

3. Interested Party should have an average annual Financial Turnover of LKR 15 Million or above in the last 3 financial years ending 31st March 2019.

SIGNATURE OF TENDERER
SEAL

**TENDER NO: LIOC/LUBE/PT/01/2019-20**Page
17 of 47**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

Financial Year	Turn Over (LKR)	Remarks
2015 - 2016		Photocopy of audited balance sheet to be submitted. (Mandatory)
2016 - 2017		
2017 - 2018		
2018 - 2019		

Note: Average Annual Financial Turnover during the last 3 FY ie 2016-17, 2017-18 and 2018-19 shall be at least **LKR 15 Million**. In absence of audited balance sheet for FY 2018-19, the bidder would be permitted to submit audited balance sheet for the 3 FY ie 2015-16, 2016-17 and 2017-18. 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.

4. Interested contractors should have successfully completed similar work for a value of **LKR 3.5 Million** or more in single order in any of the last 03 financial years or the current year.

Similar work includes -Fabricating /Supply & Installation of printed flexes or Vinyl stickers including supporting metallic frame works for Branding / Advertising works for commercial establishments and Branding / Advertising works with wall painting works for commercial establishments.

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)

* Please attach separate sheets duly typed incorporating above information

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
18 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

UNDERTAKING TOWARDS DOCUMENTS SUBMISSION

We confirm that we have quoted the rates in this tender considering Inter-alia the:

1. Notice Inviting Tender
2. Price Bid document
3. Special Terms and Conditions of Contract
4. Technical Specifications & Scope Of Services
5. Drawings
6. Terms & Condition - Safety
7. Form Of Agreement
8. Conditions of contract (Part I & Part II)
9. Statement of Credentials
10. All other documents forming part of tender

We certify that, we have received the complete Tender Documents as mentioned and have studied the same thoroughly before submitting the Bid. We accept all the terms & conditions specified therein.

Signature of the Tenderer/ Authorized Representative

Name & Address: _____

Seal: _____

Telephone Nos.: _____

Date:

Place:

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
19 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

DECLARATION FOR DOWNLOADING DOCUMENTS FROM WEBSITE

(To be submitted by tenderers downloading documents from Website)

(To be signed by Power Of Attorney holders)

I/We hereby declare that:

I/ We have downloaded the documents pertaining to the subject tender from www.lankaio.com containing all attachments including the drawings forming part of tender.

I/ We have submitted printout of all the above documents along with the tender and have not altered the tender documents.

I/ We understand that it is our responsibility to download all the above documents and submit printout of the same before due date & time of closing of Tender. I/ We also hereby undertake to confirm that our bid shall not be considered by the LIOC in case all the documents forming part of the tender hosted on the website are not submitted by us.

Name:

Address:

Date:

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
20 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

PROFORMA OF DECLARATIONS TO BE FURNISHED BY THE TENDERERS

DECLARATION - 'A'

We declare that we have complied with the Conditions of Contract (Part I & II)

Date :

Place :

**Tenderer's signature
Seal**

DECLARATION - 'B'

We declare that we do not have any employee who is related to any officer of LIOC PLC

OR

We have the following employees working with us who are near relatives of the Officer
Director of LIOC

Name of the employee of the Tenderer	Name & designation of the Officer of LIOC

Date :

Place :

**Tenderer's
Signature Seal**

DECLARATION - 'C'

The Tenderer is required to state whether he is a relative of any Director of LIOC or the Tenderer is a firm in which any Director of LIOC or his relative is a partner or any other partners of such a firm or alternately the Tenderer is a private company in which Director of LIOC is a member or Director.

S/N	PARTICULARS	DETAILS
1	Name of the Tenderer and his relations with the Director in LIOC.	
2	Name of the Director of LIOC who is related to the Tenderer.	
3	Name of the Director of LIOC who is a member or a Director of the firm.	

Date :

Place :

**Tenderer's
Signature & Seal**

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
21 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

DECLARATION - 'D'

Tenderer is required to state whether they have employed any retired Director and above rank officer of LIOC in their firm. If so, details hereunder to be submitted.

S/N	PARTICULARS	DETAILS
1	Name of the person	
2	Post last held in LIOC	
3	Date of retirement	
4	Date of employment in the firm	

Date :

Place :

Tenderer's

Signature & Seal

N.B.

- A separate sheet may be attached, if the above is not sufficient.
- Strike out whichever is not applicable. If the tenderer employs any person subsequent to signing the above declaration and the employee/s so appointed happens to be the near relatives of the Officer/Director of LIOC, the tenderer should submit another declaration furnishing the name/s of such employee/s who is/are related to the officer/s of LIOC
- List of Directors of LIOC board is attached.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
22 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

LIST OF DIRECTORS OF LANKA IOC PLC

SN	NAME OF THE DIRECTORS & ADDRESSES
01	Mr. Ranjan kumar Mohapatra , Chairman Lanka IOC PLC, Director (HR) Indian Oil Corporation Limited, Corporate Office, 3079/3, Sadiq Nagar, J.B.Tito Marg, New Delhi (India) -110049
02	Mr. D.R.Paranjape , Director Lanka IOC PLC, CGM I/C(F), Mktg.HQ 1201,Town near MIG Club, Kalanagar, Bandra(E) Mumbai (India) - 400051.
03	Mr. Vigyan Kumar , Director, Lanka IOC PLC, ED (Retail Sales) C-1202, Tower Building, Indian Oil Nagar, Anderi(West) Mumbai (India) - 400053.
04	Mr. Manoj Gupta , Managing Director, Lanka IOC PLC 20 th Floor, West Tower, World Trade centre, Colombo - 01, Sri Lanka.
05	Prof. Lakshman R. Watawala , Director, Lanka IOC PLC, No: 102/ 5, Barnes Place, Colombo - 07, Sri Lanka.
06	Mr. Amitha Goonaratne , Director, Lanka IOC PLC, No:171/4, Model Farm Road Colombo 08, Sri Lanka.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
23 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

PROFORMA OF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING

**(FORMAT TO BE TYPED ON TENDERERS' LETTERHEAD AND SUBMITTED ALONG WITH
TECHNICAL BID DOCUMENTS WITH SIGNATURE AND STAMP)**

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by except as indicated below :

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm :

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by LIOC except as indicated below :

(Here give particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

In the case of Company:

We hereby declare that we have not been placed on any holiday list or black list declared by LIOC except as indicated below :

(Here give particulars of black listing or holiday listing and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, LIOC shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place :

Signature of Bidder:

Date :

Name of Signatory:

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
24 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 BID BOND:

Tenderers are requested to submit bid bond of **LKR. 100,000/-** 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.

1.1 Tenders received without bid bond shall be rejected outright.

1.2 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.

1.3 Tenderers may note that the bid bond shall be forfeited in case of following situations:

- Canvassing of information or submission of forged/ false documents/ information by tenderers.
- Unilateral withdrawal or revision of the offer by the tenderer during the validity period of the offer.
- Backing out after placement of work order.

1.4 Bid bond shall not carry any interest.

2.0 TENDER FEE:

The intending tenderers must submit tender fee of **LKR 5,000/-** towards purchase of tender document from the office of LIOC. The tender fee shall be in favour of LANKA IOC PLC payable at COLOMBO.

In case, the tenderers download the tender documents from the web site www.lankaio.com, then, the tender cost of LKR 5,000/- is **NOT** required to be submitted.

Tender fee is non refundable.

3.0 COMPLETION PERIOD:

3.1 As per the instructions given in the call -up POs.

4.0 VALIDITY OF CONTRACT:

The contract shall be valid for a period of **24 (TWENTY FOUR) MONTHS** from the date of acceptance of the contract. Upon expiry of 24 months, and further extendable for a period of 3 months at the same rates, terms and conditions on mutual consent between LIOC and successful tenderer.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
25 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

5.0 VALIDITY OF TENDER:

The tender will be valid for a period of **120 days** from the date of opening the tender which will be taken as the date of opening of techno-commercial bid in case of two bid system of tenders.

6.0 SECURITY DEPOSIT/ PERFORMANCE BOND:

- 6.1 As per relevant clauses of Conditions of Contract, the successful tenderer shall pay security deposit up on placement of work order in any of the following modes.

A. INITIAL SECURITY DEPOSIT:

The successful tenderer within 14 days of receipt of acceptance of tender issued by owner shall deposit initial security deposit for an amount of **LKR 100,000/-** in any of the following modes.

- a. Demand draft drawn in favour of LANK IOC PLC payable at Colombo.
OR
b. Bank Guarantee (as per the format enclosed) valid for a period of 36 months to be submitted prior to commencement of works. The BG shall be subsequently extended for a period to cover 12 months from the date of completion of the work under last call-up PO under the subject rate contract. This BG shall be submitted directly by the bankers under their covering letter to the office of LIOC in a sealed cover.

The initial Security Deposit shall be released after expiry of 12 months from the successful completion of the last tank under the subject rate contract subject to the condition that there are no defects in the works carried out.

Balance security deposit shall be recovered at the rate of 5% of the each call up order value completed. This amount shall be released after expiry of 12 months from the date of successful completion of works subject to the condition that there are no defects in the works completed. In case of any defect found during maintenance period, the same shall be rectified by the contractor before claiming for the release of security deposit. The SD shall not carry any interest.

- 6.2 Forfeiture of Security Deposit: All sums of compensation or other sums of money payable by the Contractor may be deducted from SD. In the event of SD being reduced from the original quantum due to recoveries as aforesaid the contractor shall within 15 days of such recoveries, make good deficiency in SD either by cash or by way of Demand Draft.

7.0 ACCEPTABLE RATES & AWARD OF CONTRACT:

- 7.1 The parties are required to quote their lowest percentage rate (+/-) which will be uniformly applicable on all the items of the attached Schedule of Items (Price Bid).
- 7.2 A merit list based on the quoted percentage rate of the bidders in ascending order shall be prepared to decide enlistment.
- 7.3 The **lowest acceptable rate** shall be offered to the parties serially as per the above merit list. The lowest acceptable rate shall be treated as the rate acceptable to Lanka

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
26 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

IOC PLC taking into consideration abnormal quotes. In other words, abnormally low & high quotes can be rejected.

7.4 The parties agreeable to match the lowest acceptable rate in serial order as per above list shall only be considered for enlistment & finalization of the rate contract.

7.5 The rate contract shall be finalized with **maximum of FIVE (05) parties**.
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.

The Tenderers are advised to submit their offer strictly adhering to the terms and conditions and specifications contained in the Tender document and not to stipulate any deviations. Failure to do so will result in rejection of the Tender outright notwithstanding their status on quoted rates.

8.0 The contractor shall arrange all necessary power and water for the whole of the works mentioned in the Schedule of works. The Contractor shall have to make his own arrangement for laying cable/pipeline from the existing sources in the Petrol Shed. Only flameproof cable and fittings of LIOC approved makes shall be allowed for tapping the power. Contractor should install approved metering device at their cost and prevailing rates shall apply for the quantity of power & water consumed.

9.0 The successful tenderer will have to execute an agreement with LIOC PLC, covering all aspects to the contract, in the form prescribed, immediately before commencement of work. Intending tenders should acquaint themselves with provision of the agreement before sending the tenders.

10.0 Entire works should be carried out as per LIOC specifications, drawings and instructions at site. Any omissions / Deviations without LIOC approval in writing will result in rejection of contractor's claim payment.

11.0 All materials supplied by the contractor shall be of best quality and shall be approved by LIOC Engineer before use. All necessary test certificates shall be provided by the contractor.

12.0 Wherever supplies of materials are in the scope of Contractor, the same could be supplied only after obtaining written permission from LIOC Engineer.

13.0 The rates quoted shall be inclusive of all taxes and duties as applicable and no separate payment shall be made in this regard.

14.0 LIOC reserves the right to accept or reject in part or whole, any or all tenders without assigning any of the reason to it. Also LIOC reserves the right not to accept the lowest quotation and no query from the contractor will be entertained in these regards.

15.0 Water Supply

The contractor shall arrange water/procure water required for the work at his own cost for all leads and lifts. LIOC shall not be responsible for supplying water and Contractor shall ensure timely and adequate supply of water to meet the schedule.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
27 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

16.0 Power Supply :

The contractor shall make his own arrangement for power required for the work at his cost. DG set of suitable capacity may be installed and operated by the contractor at his cost. LIOC shall not be responsible for power supply and contractor shall ensure proper supply of electricity to meet the schedule.

The electrical works shall be carried out through Licensed Electrical personnel only.

17.0 Firm price :

Once the offer is accepted and agreement executed, the rates shall be valid till the completion of works in all respects and no escalation whatsoever will be entertained on any grounds. The rate quoted to include all taxes and duties including NBT as applicable & no variation or reimbursement shall be entertained due to revisions in statutory tax or levies imposed by the Government of Sri Lanka. **VAT alone if payable shall be to LIOC account.**

18.0 Payment Terms:

95% of Payment towards completed works including transportation, loading & unloading as per relevant items of price schedule along with VAT shall be made on completion of each work at respective location and on the certification from LIOC representative as per the specifications.

No advance payment shall be made to any contractor.

19.0 The rates include all leads & lift unless and otherwise specified & cost of all material labour, taxes, transport charges on materials at all levels, and overhead expenditure.

20.0 In case of any variation between the clauses stipulated in the special terms and those stipulated in general terms, works contract etc., the stipulations in the special terms and conditions shall take precedence.

21.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS:

The contractual price payable shall be subject to adjustment by way of liquidated damages at the rate of 1% of call up order value per day subject to a total of 10% of the call up order value.

22.0 MATERIAL WITHOUT APPROVAL

22.1 Any material brought without prior written approval, shall be entirely at the risk and cost of the Contractors.

22.2 If contractor brings defective/substandard materials at site it shall be the responsibility of the contractor for the removal and disposal of the same at his cost. LIOC shall not entertain any claim for the contractor in this account in case the contractor fails to remove such materials within 15 days after notice in writing to the contractor LIOC reserves the right to dispose such materials at the entire risk and the cost of the contractor.

22.3 Work order quantities are approx. and payment shall be made only as per actual measurements. The contractor is not entitled for any sort of compensation towards materials procured /stored in excess of the measured quantity, if any.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
28 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

- 22.4 Excess quantities over that mentioned in work order or extra item or deviation in work order should not be carried out by the contractor unless he has been asked to do so in writing and if carried out without such written approval the same will be at risk and cost of the contractor.
- 22.5 Detailed measurements of works carried out shall be taken jointly by the contractor and LIOC representative at every stage of work before proceeding to next stage
- 22.6 The entire works shall be carried out under the supervision of the authorized representative of LIOC.
- 23.0 On enlistment, the works shall be awarded on individual call up orders as per the rate contract basis on LIOC requirements.
- 24.0 LIOC reserves the rights to negotiate with the tenderer. The tenderer shall confirm the negotiation within the stipulated time. If the tenderer fails to comply, LIOC reserves the right to reject the tender at their discretion.
- 25.0 While carrying out the work, extreme care should be taken to ensure the safety of the personnel engaged by the contractor for the work and the men working with other contractor and LIOC personnel. Contractor shall obtain required License from the Labor officer if required as per law before starting the work.
- 26.0 LIOC reserves the right to operate or not to operate any items mentioned in the schedule.
- 27.0 Any additional items of work that become necessary during the course of execution shall be authorized and approved for full details of the work by LIOC representative before execution of the same.
- 28.0 LIOC reserves right to have the choice of the best material which are in the contractor' s scope of supply.

**SENIOR VICE PRESIDENT (LM & P.)
LANKA IOC PLC,**

I / We confirm that I / We have gone through the above conditions carefully and agree to abide by the same

Signature of Tenderer :

Name :

Title :

+

Address :

Date & Seal :

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/LUBE/PT/01/2019-20

**Page
29 of 47**

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

TERMS & CONDITIONS - SAFETY

Since the works have to be carried out in Petroleum storage and distribution establishment, the contractors should ensure that day to day operations, safety & security of the location are not affected in any way on the account of the work being carried out. In case of any damage to LIOC properties due to negligence on the part of the contractor or their workmen, the contractor will be held responsible and liquidated damages as asserted by the corporation would be recovered from them.

When hot works are involved the following safety precautions have to be strictly observed before commencement of hot works.

- a. All hot works should be carried out under the supervision of LIOC representative and also under the supervision of a responsible representative of the contractor.
- b. All hot work operations should be undertaken only after issue of hot work permit by LIOC representative on a day to day basis.
- c. It should be ensured that the tanks, containers, pipelines etc. where hot work is required are gas free and properly checked to this effect with explosive meters.
- d. It should be ensured that surrounding area is free of oil rags, spillages and other sources of ignition and the area cleaned and sprinkled with dry sand / earth. It should also be ensured that metallic trays filled with DCP are kept for collecting the welding arc / hot metal cutting.
- e. Hot work should commence only after positioning the portable fire extinguishers and sand / dry powder in readiness at site and hydrant system made available at the nearest point.
- f. Match boxes, lighters etc. used for hot work should be kept in the custody of supervisor.
- g. If hot work has to be carried out in a place close to storage tanks or any other facility under operation, it is necessary to provide a screen wall made of AC sheets to segregate the area to prevent the sparks traveling to the hazardous area.
- h. It should be ensured that no workmen carry matchboxes or any other source of ignition with them while entering the premises or inside the premises. After the hot work operation of the day, the following precautions should be taken.
 - Welding sets should be switched off and the power mains disconnected. If the connection is taken from temporary switchboard, the fuse carriers should be removed and handed over to the supervisor.
 - Gas cylinders and cutting sets should be properly closed and the equipment removed to a safe place.
 - The site of work should be examined to ensure that it is free from hot splatters and any other source of ignition.
 - All the workmen of the contractor should be moved out of the premises.

**Vice President (Engg.)
Lanka IOC PLC**

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/LUBE/PT/01/2019-20

**Page
30 of 47**

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

TECHNICAL SPECIFICATIONS

**SIGNATURE OF TENDERER
SEAL**

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND****TECHNICAL SPECIFICATION****A. SERVO -DEALER BOARDS****A1. Vertical Dealer Board: 6 ft x 3 ft to be erected on ground - Double side flex**

Frame fabricated out of 1inch x 1 inch x 1.2 mm galvanized box bar (Galvanising shall be 50 microns minimum) as per drawing applied with one coat of primer & two coat of anticorrosive paint. Digital printing as per art work (to be furnished by LIOC) on 440gsm flex material with black back. Fixing of the flex on both sides of galvanized framework including supplying and providing Aluminum beading (1"x 1"x0.9 mm) fixed around the board and on both sides to secure the flex material. This dealer board should be fixed securely to the GI pole with necessary clamps/ bolts etc as per approval of LIOC. Rate shall include providing of Art works as per the LIOC's instructions and LIOC's prior approval shall be obtained for relevant artwork/ artworks before commencement of works.

2 (TWO) years warranty shall be provided against color fading of flex.

Rate shall include for GI Pole supporting structure as follows:

40 mm Dia Medium duty galvanized pipe applied with one coat of primer & two coats of anticorrosive painting. The GI pole shall be erected including necessary earthwork, foundation using G20 concrete (1' length x 1' breadth x 3'depth). Total length of the GI pole shall be 19 feet (3 Ft. for concreting / 07 Ft. above ground/ 6ft for board height and another 03 Ft. horizontal; Total = 19 Feet).

A2. Horizontal Dealer Board: 8 ft x 3 ft (Roof supported) - Single side flex

Frame fabricated out of 1inch x 1 inch x 1.2 mm galvanized box bar (Galvanising shall be 50 microns minimum) as per drawing applied with one coat of primer & two coat of anticorrosive paint. Digital printing as per art work (to be furnished by LIOC) on 440gsm flex material with black back. Fixing of the flex on front side of galvanized framework including supplying and providing Aluminum beading (1"x 1"x 0.9 mm) fixed around the board. Rate to include bracketing & anchoring of the Board to suit site conditions. Rate shall include providing of Art works as per the LIOC's instructions and LIOC's prior approval shall be obtained for relevant artwork/ artworks before commencement of works.

2 (TWO) years warranty shall be provided against color fading of flex.

A3. Horizontal Dealer Board: 12 ft x 3 ft (Roof supported) - Single side flex

Frame fabricated out of 1inch x 1 inch x 1.2 mm galvanized box bar (Galvanising shall be 50 microns minimum) as per drawing applied with one coat of primer & two coat of anticorrosive paint. Digital printing as per art work (to be furnished by LIOC) on 440gsm flex material with black back. Fixing of the flex on front side of galvanized framework including supplying and providing Aluminum beading (1"x 1"x 0.9 mm) fixed around the board. Rate to include bracketing & anchoring of the Board to suit site conditions. Rate shall include providing of Art works as per the LIOC's instructions and LIOC's prior approval shall be obtained for relevant artwork/ artworks before commencement of works.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
32 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

2 (TWO) years warranty shall be provided against color fading of flex.

A4. Supply of “A” Board: 3 ft x 2 ft (with stand) - Double sided board with flex

Frame fabricated out of 1inch x 1 inch x 1.2 mm galvanized box bar (Galvanising shall be 50 microns minimum) as per drawing applied with one coat of primer & two coat of anticorrosive paint. Digital printing as per art work (Art works shall be prepared by the contractor as per the LIOC’s instructions) on 440gsm flex material with black back. Fixing of the flexes on both side of galvanized framework including supplying and providing Aluminum beading (1”x 1”x 0.9 mm) fixed around the board. Rate to include necessary stand for placing on the floor. Rate shall include providing of Art works as per the LIOC’s instructions and LIOC’s prior approval shall be obtained for relevant artwork/ artworks before commencement of works.

2 (TWO) years warranty shall be provided against color fading of flex.

A5. Supply of (TYPE 1) 6’X6’X1.5’ with 4 nos. Storage racks horizontal shelves for Servo Shops

The colour for the Zn coated Steel vertical members shall be Orange as per Pantone 1655 C (powder coated), The colour for the Zn coated Steel horizontal members (beam bars) shall be Blue as per Pantone 2757 C (powder coated). The vertical members shall be of 1 mm thk. The horizontal members shall be 0.9 mm thk. The shelves shall be 0.47 mm thk. 6 ft racks shall have 4 shelves. Rates shall including loading/ unloading & installation charges. Following vertical clear distances as minimum shall be followed in the 6 feet storage racks. As per Drawing No.LIOC/ENG/SR1.

**A6. Supplying & Painting of “SERVO” lettering in the walls/ metallic surfaces etc.
Painting includes SERVO lettering in the white background with a border.
Specifications for wall Painting of SERVO artwork:**

Applying with 2 coats of acrylic primer and painting with 2 coats of Synthetic enamel for white background painting and lettering of SERVO on the above background with 2 coats of Synthetic enamel/ Weather shield painting as per the art work. Rate shall include for providing of Art works as per the LIOC’s instructions and LIOC’s prior approval shall be obtained for relevant artwork/ artworks before commencement of works.

A7. Transportation of Labour / Scaffolding & Material etc.

Average 100 Km per one trip (Paid ONE WAY ONLY). The transportation shall be clubbed at least 15 locations of Branding works per single trip or as decided by LIOC.

**NOTE: TENDERERS MUST REFER TO THE SPECIFICATIONS AS APPLICABLE TO THE ITEMS
GIVEN IN THE PRICE BID.**

SR VICE PRESIDENT (ENGG)

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
33 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

DRAWINGS

SN	DRAWING NO	DETAILS
1	DETAILS OF DELEAR BOARDS	LIOC/ ENG/SS/ 1
2	SERVO RACKS	LIOC/ENG/SR1

SR VICE PRESIDENT (ENGG)

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
34 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

FORM OF AGREEMENT

LIOC PLC

FORM OF AGREEMENT

THIS AGREEMENT is made and entered into on this day ofTwo Thousand Nineteen between Lanka IOC PLC , herein after called and referred to as the Employer of the ONE PART and a Company duly incorporated under the Companies Ordinance and having it's registered office at , (hereinafter called and referred to as the Contractor which term or expression as herein used shall as and when the context so requires or admits of construction mean, and include the said Lanka IOC PLC , their heirs, successors and administrators) of the OTHER PART.

WHEREAS the Employer is desirous that the works more fully described in the documents attached hereto be executed, completed maintained and has accepted the tender dated by the Contractor for the execution, completion and maintenance of the said works.

NOW THIS AGREEMENT WITNESSED as follows: -

- (1) The words and expressions in the agreement shall have the meaning assigned to them in the conditions of contract, which is part and parcel of this agreement and hereinafter referred to.
- (2) The following documents shall be deemed to from, be read with and construed as part and parcel of this agreement
 - (a) The Tender aforesaid
 - (b) Letter of acceptance of the Tender
 - (c) Drawings
 - (d) Conditions of Contract - Parts I & II
 - (e) Tender schedule (Bills of Quantities)
 - (f) Specifications
 - (g) Memorandum of understanding if any
- (3) The Contractor shall execute, complete, commission, test, hand-over and maintain the works and remedy defects, in conformity in all respects with the provisions of the contract, more fully described in the Drawings, Tender schedule (Bills of Quantities), Specifications and Conditions of Contract aforesaid, in consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned.
- (4) The Employer shall pay the Contractor the Contract price at the times and in the manner described by the aforesaid Schedule of payments. In consideration of the execution, completion and maintenance of the works aforesaid.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
35 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

FORM OF AGREEMENT

LIOC PLC

In witness whereof the party of the first part has set his hand hereunto and the party of the second part has caused its common seal be hereunto affixed and signed on the day and year aforementioned.

ON BEHALF OF EMPLOYER

ON BEHALF OF CONTRACTOR

.....

.....

.....

.....

Signed, sealed and delivered
by the said parties in the presence of :

Witnesses

(1)

(2)

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

**Page
36 of 47**

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

CONDITIONS OF CONTRACT PART I

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
37 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

CONDITIONS OF CONTRACT PART I

L IOC PLC

CONDITIONS OF CONTRACT PART I

General Conditions of Contract shall be in accordance with the following publication by the Institute for Construction Training and Development (ICTAD)- Sri Lanka of the Ministry of Housing, Construction and Public Utilities. (Formerly of the Ministry of Local Government, Housing and Construction)

Conditions of Contract for works of Building & Civil Engineering in Sri Lanka (with Forms of Tender & Agreement) revised edition / January 1989 ICTAD Publication No. SCA/1.

Conditions of particular application are as per Conditions of Contract Part II.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

**Page
38 of 47**

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

CONDITIONS OF CONTRACT PART II

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
39 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

CONDITIONS OF CONTRACT PART II

L IOC PLC

CONDITIONS OF CONTRACT PART II

CLAUSE 1 : *Definitions and interpretations*

1.1.1 : The Employer is

Lanka IOC PLC
20,West Tower,
World Trade Centre,
Echelon Square,
Colombo 01.

1.1.2 : Sub-clause 1.1.2 is deleted and the following is substituted therefore

The Contractor means the person who has contracted for the works
herein specified and its successors and not any assignee of such person.

1.1.3 : Sub-clause 1.1.3 is deleted and the following is substituted therefore

Engineer or Architect or Consultant referred in this tender document is
the person appointed by the Employer to act as Engineer for the
purpose of this contract.

1.1.14 : Sub-clause 1.1.14 is deleted and the following is substituted therefore

“Approved” and “Approval” means approved in writing including
subsequent written confirmation of previous oral approval.

1.1.17 : The following new Sub-clause 1.1.17 is added

“Day” means calendar day.

1.2 : Sub-clause 1.2 is deleted and the following is substituted therefore

Words importing the singular only also include the plural and vice
Versa and words importing the masculine gender shall include the feminine
and neuter genders.

CLAUSE2 : Duties and Power of Engineer’s Representative

2(1) : The approval of the “Employer” is required before the “Engineer” can
execute his duties in accordance with or as defined by the limits of
the following clauses:

(a) Clause 4 Sub-letting

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
40 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

CONDITIONS OF CONTRACT PART II

L IOC PLC

Consenting to the sub-letting of a part of the works if the value of such part exceeds one percent (1%) of the sum indicated in the letter of Acceptance

- (b) Clause 51 Variations
Ordering a variation if the value of such variation is likely to exceed one percent (1%) of the sum indicated in the letter of Acceptance or Rupees One Million, whichever is less.
- (c) Clause 27 Fossils etc.
- (d) Clause 40 Suspension of work

CLAUSE 5 : Language/s and Law

5.1 : The Language is English

5.2 : First sentence "Except..... of the Contract". In the clause 5.2 is deleted and the following is substituted therefore:-

"The provisions of each of the following documents shall always prevail over those of the documents listed below it [Eg: The document listed in (c) will prevail over the document listed in (f)]:-

- (a) The Contract Agreement (when completed)
- (b) The Letter of Acceptance
- (c) The Drawings
- (d) Part I of these Conditions
- (e) Part II of these Conditions
- (f) Tender schedule (Bills of Quantities)
- (g) Specifications
- (h) Any other document forming part of the contract.

CLAUSE 9 : Contract Agreement

The following sentence is added to Clause 9 as the last sentence:-

"The stamp duty on the contract agreement is payable by the Contractor".

CLAUSE 10 : Performance Bond

10(1) Delete Clause 10 and substitute as follows:

"The Contractor shall obtain security for the proper performance of the contract to a value of ten percent (10%) of the contract price and provide the Employer such security within fourteen (14) days after the receipt of the letter of acceptance. Such security or bond will be from a Licensed Commercial Bank in Sri Lanka in the form as annexed or any

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
41 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

CONDITIONS OF CONTRACT PART II

L IOC PLC

other form acceptable to the Employer. The costs of compliance with the requirements of this clause shall be borne by the Contractor”.

10(2) The performance Security or Bond referred to in the Clause 10.2 shall remain valid until the issue of maintenance certificate in accordance with Clause 62(1).

CLAUSE 12 The following proviso is added:-

“PROVIDED however the Employer shall not be liable to pay any such additional costs if such conditions or obstructions are proved to be for reasons beyond its control.

CLAUSE 14 Programme to be furnished

The programme shall be submitted within fourteen (14) calendar days after receipt of the Letter of Acceptance.

CLAUSE 15 Construction Management Services

15(1) The portion of this clause starting from “The cost of in line 12 until the end of the clause is deleted and the following is substituted thereof:-

“The cost of this service is deemed to be included in the rates and prices quoted by the contractor and shall not be claimed separately by the Contractor”.

CLAUSE 19 Watching and Lighting

Add the following paragraph to this clause at the end thereof: -

“The Contractor shall indemnify the Employer in the event of any claim arising from any person as a result of the contractor not strictly adhering to the provisions of this clause.

“In the event of any claim or loss arising against or payable by the Employer as a result of the Contractor’s failure or negligence to strictly adhere to the provision of this clause, the Contractor shall be liable to indemnify and keep the Employer indemnified by reimbursement of such claim or loss in a sum certified by the Engineer which sum shall be deductible from the monies due to the Contractor from the Employer on any bill”.

CLAUSE 20 Care of works

Clause 20(1)

The word “accepted” occurring in line 30 of Sub-clause 20(1) be corrected to read “excepted”.

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
42 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

CONDITIONS OF CONTRACT PART II

L IOC PLC

Clause 20(2) shall be deleted and the following new clause 20(2) be substituted therefore:

“20(2) The ‘excepted risks’ are (in the opinion of the Engineer) the risks for which the Contractor will not be able to obtain an insurance policy from an Insurance Company in Sri Lanka”.

CLAUSE 21

Insurance of works etc.,

The additional sum referred to in Clause 21(a) shall be ten percent (10%) of the amount stated in the letter of acceptance.

CLAUSE 22

Damage to persons and property

22(1)

Item (c) be amended to read as follows:-

“Damage to property which is the unavoidable result of the execution or maintenance by the Contractor without negligence in accordance with the Contract.

22(2)

The following proviso is added to the clause 22(2) at the end therefore:
-

“PROVIDED such claims proceedings damages coats charges and expenses arise solely due to the negligence of the Employer”.

CLAUSE 24

24.1

Accidents and injury to workmen

Add the words “arising in respect thereof or in relation thereto. The amount certified by the Engineer as due and payable to the Employer by way of such indemnification shall be paid by the Contractor or deducted from the monies due from the Employer to the Contractor” at the end of this clause.

CLAUSE 36

36(2)

Clause 36(2) is amended to read as follows: -

“(2) All samples shall be supplied by the Contractor at its own costs.

CLAUSE 45

The following sentence be added at the end of this clause: -

“For the purpose of this clause statutory days of rest means all the Mercantile Holidays as declared by the Government of Sri Lanka”.

CLAUSE 47

47(3)

- Deleted-

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
43 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

CONDITIONS OF CONTRACT PART II

L IOC PLC

CLAUSE 52 A new Sub Clause 52(6) is added as follows:

52(6) “Notwithstanding any other provision of the contract, if the Contractor intends to claim any additional payments, not mentioned in the Bills of Quantities, pursuant to any clause of these conditions or otherwise, the Contractor shall give notice of intent in writing to the Engineer within Twenty Eight (28) days after the event giving rise to the claim has first arisen”.

52(7) A new Sub Clause 52(7) is added as follows: -

Upon happening of the event referred to in Clause 52(6), the Contractor shall keep records as may be necessary to support any claim it may make. The Engineer upon receipt of notice of a claim may instruct the Contractor to provide any records, as may be material to the claim. The Contractor shall permit the Engineer to inspect all records the Engineer considers relevant and supply copies of same when called for.

52(8) A Sub-Clause 52(8) is added as follows: -

“Within Twenty Eight (28) days giving notice under clause 52(6), the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which it is based (together with the available documentary proof).

CLAUSE 53 Sub Clauses 53(5), 53(6), 53(6(a)) & 53(7) are deleted.

CLAUSE 60 Sub Clause 60(1) is deleted and mobilization advance shall not be paid:
-

60(1) - Deleted-

60(2)(c) The materials referred to in this Clause (for payment of materials at site) shall be limited to: -

- i. Steel
- ii. Aluminium components.

Monthly statements required in this Clause shall be submitted on or before the 10th day of the succeeding month.

60(7) Sub Clause 60(7) is amended as follows: -

In each of lines 5 and 14 the words and figures “ten (10)” be deleted and the following be substituted therefore: -

“Fourteen (14)”

CLAUSE 65

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
44 of 47

**TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND**

CONDITIONS OF CONTRACT PART II

L IOC PLC

65(1) Last paragraph of this Clause “The Employee shall indemnify.
.....connection therewith” is deleted.

65(5) This sub-clause be deleted and the following new sub-clause 65(5) be
substituted therefore: -

65(5) The special risks are “ the excepted risks” within the meaning of
the amended clause 20(2)”.

65(8) Items (d), (e) and (f) are deleted.

CLAUSE 66

66(1) The words “ The same as that.....hereof” in lines 8 to 11 be deleted
and the word “payable” shall be substituted therefore.

CLAUSE 67 Clause 67 be deleted and the following new clause 67 be substituted
therefore: -

67. - Deleted-

CLAUSE 68 The words “registered express” be inserted between the words “by”
and “post” in the third line.

CLAUSE 70 Original Clause 70 is deleted and the following is substituted
therefore: -

70(1) “The accepted tender will be treated as firm and inclusive of all
expenses and taxes payable by contractor and applicable during the
entire period of construction”.

70(2) Notwithstanding any other provisions of this Contract, no variation
howsoever in prices will be paid to or deducted from the contractor
for fluctuation in prices of materials, components,
skilled and unskilled labour and the Contractor will not be entitled to
any variation in prices on account of changes in taxes, etc., for
imported items/components.

70(3) The Employer will deduct from the monies due to the Contractor all
statutory deductions if any deductible on account of the Contractor
and remit to the relevant authorities. A certificate will be issued by
the Employer stating the amount deducted and to whom such
amounts have been paid. The Contractor shall furnish relevant Tax
file numbers to the Employer.

CLAUSE 71 Clause 71 is deleted.

CLAUSE 72 Clause 72 is deleted.

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
45 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

SPECIMEN BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT I / WE OF
..... (hereinafter called the "BIDDER") and
.....
.....of
..... (hereinafter
called the √SURETY√) are jointly and severally held firmly bound upto
.....(hereinafter referred to as the OWNER) in the sum of
.....(Rs.) of lawful money of Sri Lanka to be paid on demand to the OWNER
for which payment duly to be made we bind ourselves and respective successors jointly, and
severally firmly by these presents.

WE THE SURETY hereby renouncing the Beneficium Odinis Devisionis Et Excussions and the
other benefits and privileges sureties are entitled to the meaning, force and effect or
renouncing which have been explained to us by our attorney at law
Esquire and that which we hereby declare that we are now fully acquainted and all other the
benefits, privileges and advantages to which Sureties as such are by law entitled.

Sealed with our respective seals atand dated thisday of
.....2013...

WHEREAS the OWNER has invited bids for the construction of the for the OWNER
at(hereinafter called the WORKS).

AND WHEREAS it is necessary that the bid should (hereinafter called √the Bid√) in accordance
with the √Instruction to Bidders and other Conditions of Bid√ (hereinafter called √the
Condition of Bid√).

AND WHEREAS it is necessary that the BID should be accompanied by a Bid Bond in favour of
the OWNER in a sum of Rs..... (Rs.) of lawful money of Sri Lanka as security for
the due, faithful and satisfactory fulfillment by the BIDDER of the CONDITIONS OF BID.

NOW THE CONDITION of the above written Bond is such that:

(a) If before the expiration of Hundred Twenty (120) days are such extended period
hereinafter provided, after the date for the submission of bids, the BIDDER shall have received
notice from the OWNER of the acceptance of the Bid and if within fourteen (14) days of having
received such notice the BIDDER shall furnish to the OWNER in accordance with the
CONDITIONS OF BID a Performance Bond for the due and proper performance of the WORKS.

(OR)

(b) If before the expiration of Hundred Twenty (120) days or such extended period
hereinafter provided, after the date for the submission if bids, the BIDDER shall not have
received notice from the OWNER of the acceptance of the Bid.

(OR)

(c) If on default by the BIDDER to furnish the OWNER with a Performance Bond as
aforesaid, the SURETY shall pay to the OWNER the said amount of the above written Bond as
liquidated damages for such default.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
46 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

Then and in any such case this obligation shall be null and void but otherwise, shall be and remain in full force and effect.

IT IS HEREBY expressly agreed that any intimation to the surety of the extension of the period of validity of the bond shall be deemed to have been received by him if communicated to him by registered post or delivered personally at the office of the said surety on or before the date of expiry of the validity of the bond for the time being in force.

IT IS FURTHER expressly agreed that no alternation in the Bid made by agreement between the OWNER and the BIDDER nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Bid or CONDITIONS OF BID on the part of the OWNER shall in anyway release the SURETY from the liability under the above mentioned Bond.

* The common seal of the saidis affixed hereto at on this day of2019..

+ In witness whereof the saidhas set his/their hand /hands to these presents aton thisday of2019..

.....
Bidder

The common seal of the

Is affixed hereto aton this

Day of2019...

WITNESSES :

1. Signature :

Name :

Address :

2. Signature :

Name :

Address :

* Delete in case of BIDDER not being a Limited Liability Co.

+ Delete in case of BIDDER not being a Limited Liability Co.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/LUBE/PT/01/2019-20

Page
47 of 47

TITLE: RATE CONTRACT FOR FABRICATING, SUPPLY AND
INSTALLATION OF SERVO BRANDING -DEALER BOARDS AND SERVO
BRANDING WALL PAINTING WORKS AND PROVISION OF LUBE RACKS
FOR SERVO SHOPS/SERVICE STATIONS ETC.ACROSS THE ISLAND

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:

SIGNATURE OF TENDERER
SEAL