

NAME OF TENDER:

FABRICATION, SUPPLY,
INSTALLATION (POSITIONING &
FITTING) OF FURNITURE AND
ALLIED WORKS FOR LANKA IOC
PLC HEAD OFFICE AT THE
21ST FLOOR, WEST TOWER,
WORLD TRADE CENTRE, SRI
LANKA

Tender No :	LIOC/ENG/PT/04/2024-25
Due Date &Time :	17.03.2025 @ 11:00 Hrs

TECHNICAL/ COMMERCIAL BID
(PART-I)

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Tender No: LIOC/ENG/PT/04/2024-25
Date: 25.02.2025

M/s.
.....
.....

Dear Sir,

SUB: FABRICATION, SUPPLY, INSTALLATION (POSITIONING & FITTING) OF FURNITURE AND ALLIED WORKS FOR LANKA IOC PLC HEAD OFFICE AT THE 21ST FLOOR, WEST TOWER, WORLD TRADE CENTRE, SRI LANKA
DUE DATE & TIME: 17.03.2025 @ 11:00 HRS

Lanka IOC PLC is a private limited company in Downstream Petroleum which is the largest private sector oil company in Sri Lanka and also a subsidiary of Indian Oil Corporation Limited. We also operate also operate a tank farm at China Bay, Trincomalee, Sri Lanka which was established in 2007. As a part of our ever-expanding business, our head office located at the 20th floor of World Trade Centre Colombo has become insufficient to meet our expanding needs. To support our ongoing development and accommodate our team effectively, we have obtained additional office space on the 21st floor that can better align with our vision for the future.

For this purpose, we have already invited a tender for the finishing works. Parallely in order to get the furniture requirement we have invited this tender.

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

S/N	DESCRIPTION
PART I: TECHNICAL/ COMMERCIAL BID	
1	Notice Inviting Tender
2	Terms & Conditions of Tender
3	Technical specification and Drawing
4	Pre-qualification Documents to be enclosed
5	Declaration of the Bidder
6	Bidder's Information
7	Proforma of Declarations to be Furnished by the Tenderers
8	Proforma of Performance Guarantee
9	Proforma of declaration of genuineness of documents
10	Details Drawings -Floor Layout, Ceiling Layout, Flooring Layout, Lighting Layout & Fittings and Fixtures, Partition Layout and 3D Designs.
PART II: PRICE BID	
1	Price bid

2. 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 Lanka IOC on or before **17.03.2025 at 11:00 hrs**. Offer may please be dropped in Engineering tender box kept in our office at address given below.

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**VICE PRESIDENT (ENGG),
 LANKA LIOC PLC,
 LEVEL 20, WEST TOWER, WORLD TRADE CENTRE,
 ECHELON SQUARE, COLOMBO - 01,
 SRI LANKA.**

3. **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 5,000.00** by way of Demand Draft drawn in favour of LANKA IOC PLC payable at COLOMBO.
- 3.1. 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.lankaio.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.
- 3.2. 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 of LKR 5,000/- along with the Technical Bid documents.**
4. **Submission of Tender Documents:**
 - 4.1. Tender Envelope must be super scribed 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 sealed. 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.
 - 4.2. 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 must be signed and stamped. Failing which the bid will be considered rejected.
 - 4.3. **Tenders received after the due date and time shall be rejected outright.**

Thanking You,

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**Yours Faithfully,
For LANKA IOC PLC.,**

FOR VICE PRESIDENT (ENGG)

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NOTICE INVITING TENDER (PRESS NOTICE)



Lanka IOC

Lanka IOC PLC

NOTICE INVITING TENDER

Tender no: LIOC/ENG/PT/04/2024-25

Lanka IOC PLC invites Public tender in prescribed tender form under two bid system from bonafide contractors/suppliers for the following works:

NAME OF WORK	SALE / DOWNLOAD PERIOD (BOTH DAYS INCLUSIVE)	CONTACT PERSON
FABRICATION, SUPPLY, INSTALLATION (POSITIONING & FITTING) OF FURNITURE AND ALLIED WORKS FOR LANKA IOC PLC HEAD OFFICE AT THE 21ST FLOOR, WEST TOWER, WORLD TRADE CENTRE, SRI LANKA	25 th February' From 0900 Hrs To 17 th March' 2025 Up to 1100 Hrs	Buwaneka Abeysundera Jr. Executive (Engg.) TEL: +94 11 2475728 Email:buwaneka@lankaio.com

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

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Lanka IOC PLC
Level 20, West Tower,
World Trade Center, Echelon Square,
Colombo 01

Tenders under single stage two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced Contractor for "Fabrication & Supply of Furniture for Lanka IOC PLC Head Office at the 21st Floor, West Tower, World Trade Centre, Sri Lanka".

Notice Inviting Tender:

a.	Name of Work	FABRICATION, SUPPLY, INSTALLATION (POSITIONING & FITTING) OF FURNITURE AND ALLIED WORKS FOR LANKA IOC PLC HEAD OFFICE AT THE 21ST FLOOR, WEST TOWER, WORLD TRADE CENTRE, SRI LANKA
b.	Location of Work	Lanka IOC PLC, Level 21, West Tower, World Trade Center, Echelon Square, Colombo 01
c.	Mode of Tender	Public Tender (Part I - Techno-Commercial Bid and Part II - Price Bid)
d.	Tender No.	LIOC/ENG/PT/04/2023-24
e.	Commencement of Sale of Tender / Downloading of Tender	25 st February'2025 @ 0900 hrs
f.	Closure of Sale of Tender/ Downloading of Tender	17 th March' 2025 @ 1100 hrs
g.	Tender Fee	LKR 5,000 (non refundable/ non transferable) in the form of Demand Draft drawn in favor of Lanka IOC PLC and payable at Colombo as the case maybe. Please note that there is no tender fee in case of Bidder downloading the Bid Documents from Lanka IOC Website i.e. www.lankaio.com . Please ensure that you have got yourselves registered in the name in which the Bid is intended to be submitted.
h.	Pre –Bid Meeting	5th March'2025 @ 10:30 hrs at Lanka IOC PLC, Level 20, West Tower, World Trade Center, Echelon Square, Colombo 01, Sri Lanka. Bidders are requested to send their queries through emails also before 4 th March'2025, 17:00 hrs to, Vice President (Eng) Email: guptasandeep@lankaio.com , buwaneka@lankaio.com .
i.	Due Date and Time for Submission of Tender	17 th March' 2025 @ 11:00 hrs. The intending bidders are required to submit their offer in the Tender Box at the following address before the due date and time: VP (Engineering) Lanka IOC PLC

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		Level 20, West Tower, World Trade Center, Echelon Square, Colombo 01, Sri Lanka.
j.	Due Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	17 th March' 2025 @ 11:30 hrs
k.	Date of opening of Part II i.e. Price bid	Shall be informed separately
l.	Verification of Bid Documents (with their original copies)	Shall be informed separately. Parties to be present physically for document verifications.
m.	Work Completion Time	14 weeks from the 10th Day of LOA (Letter of Acceptance) or Work Order. Project schedule from the Commencement Date to completion of the Works including procurement, Installation, Commissioning, site cleaning and handing over the site shall be 16 weeks.
n.	Bid Bond/ Earnest Money Deposit	The bidders are required to deposit Bid Bond/ Earnest Money of LKR 420,000/- along with the Technical Bid by way of Demand Draft/ Banker's Cheque in favour of Lanka IOC PLC and payable at Colombo. Please note that Bid Bond must not be enclosed with the envelope containing Price Bid . Bids received without proper instrument of Bid Bond/ Earnest Money or in a manner different as above may render the tender liable for rejection.
o.	Pre-Qualification Criteria	Similar Work Experience: Bidder should have a sound experience in successful completion of Interior Works including partitioning, False Ceiling , Flooring, Glazing, Electrical Fittings & Wiring, Painting etc complete. - Bidders Should have supplied and Installed the tendered items or similar works during the last five years ending 31/01/2025.. Values shall be as per the following (in LKR or Equivalent foreign currency). 3 similar work orders each of value not less than LKR 16.8 Mil (40% of the estimated cost) OR 2 similar work orders each of value not less than LKR 21.1 Mil (50% of the estimated cost) OR - Single similar work order of value not less than LKR 33.6 Mil (80% of the estimated cost) in any of the last 5 years ending 31/01/2025. - Bidders must have successfully completed the interiors works of Corporate offices in commercial Building/Tower.(Work experience related residential interiors is not acceptable).

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		4. Annual Turnover: Audited balance sheet and Profit & Loss account for the last 3 (three) financial years. Average annual financial turn over during shall be at least LKR 12.6 Million. 5. Business Registration and VAT/GST registration certificate: Submission of application for VAT/GST registration shall not be considered as valid document. Relevant documents should submit inline with requirement in this tender.
	Note:	
I.	Part I Techno-Commercial bid will be opened on specified date and time as given in the NIT. Bidder(s) can witness opening of bid at the venue as mentioned. Part II Price bid will be opened of only those bidder(s) whose Part I Techno- Commercial Bid is found to be Techno-Commercially acceptable by LANKA IOC PLC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email. The email shall be as used by them for registering themselves at Lanka IOC website at the time of downloading the Tender or as mentioned by them in the "Bidder's Information".	
II.	Corrigenda / addenda / clarifications, if any, shall be hosted on the above mentioned website only. No separate advertisement will be made in the print media. Tenderer should visit the website frequently to check for updates.	
III.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, Bid Bond/ EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business/ Holiday listing can also be taken against defaulting bidders.	

PROCEDURE FOR SELECTION OF CONTRACTOR:

Pre-bid queries: Party can make site visit before their quote, any queries arise please send it before 5th March 2025 at 17:00 hrs. vide mail.

- A. **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 mentioned under page 34. OFFER OF THOSE TENDERERS NOT ENCLOSING ALL RELEVANT DOCUMENTS TOWARDS QUALIFYING PARAMETERS ARE LIABLE FOR REJECTION.
- B. **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.
- C. **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

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liable to be put on Holiday List by LIOC. Parties who have carried out the work on sub contract basis shall not be eligible to participating in the tender.

- D. Price Bid Opening & Finalization of parties:** Tenderers are required to quote fixed rates as given in the Price Schedule. The rates quoted are considered valid till the end of the project, meaning no escalation or de-escalation of rates will be allowed. No conditional offers in any case will be accepted. 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.
- E. Once the lowest rate (L1) is established, one reverse auction chance will be given to all successful bidders, then the contract to be finalized with the lowest rate (L1) party with or without negotiation on sole discretion of LIOC.**
- F. Negotiations will be conducted via email or through original price bid in a sealed envelope from all qualified parties to submit their best discounted offer** which is to be provided within a mentioned deadline at the time. Any offers provided after the time and date of the deadline will not be accepted.

TENDER FEE:

Tender documents (nontransferable) 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 favor of LANKA IOC PLC payable at COLOMBO.

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.lankaio.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.

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BID BOND:

Tenderers are requested to submit bid bond of **LKR 420,000** in the form of Demand Draft/ BG to be issued by any scheduled bank in Sri Lanka in favor 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.

Tenders received without bid bond shall be rejected outright.

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.

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.

Bid bond shall not carry any interest.

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.

VICE PRESIDENT (ENGG)

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Terms & Conditions of Tender:

Sl. No.	Terms	Response
1.	Mere issue of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also. Bid shall have to be submitted in English language only and in metric system.	AGREE
2.	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3.	Bid Submission for	
3.1	Fabrication & Supply of Furniture for Lanka IOC PLC Head Office at the 21st Floor, West Tower, World Trade Centre, Sri Lanka	AGREE
4.	SCOPE OF WORK- Furniture Specifications	
4.1	A.Visitor's Lobby Three-Seater Sofa Supply and installation of four (4) units of three-seater sofas with appropriate upholstery and finishes, designed for comfort and durability in the visitor's lobby seating area. Coffee Table Supply and installation of two (2) coffee tables with dimensions 1000 mm x 1000 mm x 450 mm, designed to complement the visitor's lobby seating layout with a modern aesthetic. Timber Finish Lobby Seating One (1) unit of timber-finished lobby seating with color and finish to be finalized during the manufacturing stage. This seating will be stylish, durable, and comfortable for visitor use. Small Side Tables Two (2) small side tables to be strategically positioned between the C-3 seating chairs and adjacent to the C1 sofa, as per the provided layout and design drawings. Visitor's Lobby Feature Wall Provision and installation of a feature wall in the visitor's lobby area as per the specifications outlined in the 3D renderings and detailed drawing number 25.	AGREE

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Display Rack around the Column

Installation of a display rack in the visitor's lobby area surrounding the column, designed as per the provided 3D renderings to enhance the aesthetics of the space and provide practical display solutions.

B.Reception Area

Reception Table

One (1) reception table with dimensions 3500 mm x 750 mm x 900 mm, suitable for a high-traffic area and designed with an emphasis on professionalism and functionality.

Swivel Chair with Mesh Finish

One (1) medium-back black mesh finish swivel chair equipped with gas lifts and casters, to be paired with the reception desk for ergonomic support.

Single-Seater Sofa Chairs

Two (2) single-seater sofa chairs designed for comfort and aesthetic appeal in the reception area.

C. Managing Director (MD) Office

MD Workstation with Side Return

One (1) MD workstation with an attached side return, providing ample space for work and administrative tasks with a professional finish.

High-Back Leather Finish Swivel Chair

One (1) high-back leather finish swivel chair equipped with gas lifts and casters, designed for ergonomic support and executive appeal.

Two-Seater Sofa for MD Room

Two (2) two-seater sofas, designed to provide comfortable seating for visitors and internal discussions in the MD's office.

Single-Seater Sofa for MD Room

Two (2) single-seater sofas with ergonomic design and comfort for formal seating in the MD's private workspace.

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Coffee Table

One (1) round coffee table with diameters 750 mm and 600 mm, enhancing the executive office's seating area.

Credenza Unit for MD Room

One (1) credenza unit sized 3400 mm x 450 mm x 900 mm, offering storage solutions while maintaining a sleek design.

Low-Back Leather Finish Swivel Chairs

Four (4) low-back leather finish swivel chairs with gas lifts and casters, designed for formal and executive use in the MD's workspace.

Additional Credenza Unit

One (1) additional credenza unit for added functionality and storage solutions.

D.MD Office Corridor & PA Cabin

Corridor Credenza Unit

One (1) credenza unit sized 1300 mm x 450 mm x 900 mm, designed for storage and utility within the MD office corridor.

Medium-Back Leather Finish Swivel Chair

One (1) medium-back leather finish swivel chair equipped with gas lifts and casters.

Filing Units

One (1) filing unit with dimensions 750 mm x 450 mm x 750 mm for organized filing and storage in the MD corridor.

E. Senior Manager Workstation with Side Return

One (1) workstation designed for senior managers with a side return to accommodate productivity and ergonomic needs.

Low-Back Fabric Swivel Chairs

Two (2) low-back fabric swivel chairs with gas lifts and casters, paired with workstations for ergonomic seating.

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F. Meeting Rooms

MD Meeting Room 01

One (1) meeting table sized 2300 mm x 900 mm x 750 mm.
Eight (8) meeting table chairs for collaborative discussions.

Meeting Room 02

One (1) meeting table sized 2300 mm x 900 mm x 750 mm.
Twelve (12) meeting table chairs.

G. Boardroom

Boardroom Table

One (1) boardroom table with dimensions 5500 mm x 1200 mm x 750 mm, offering ample space for large meetings.

Boardroom Chairs

Sixteen (16) ergonomic boardroom chairs designed for formal meetings and prolonged use.

Full-Height Shelving Units

Two (2) full-height shelves sized 750 mm x 750 mm x 2700 mm, for secure storage and organized document management.

H. Staff Areas

Filing Units with Planters

Thirteen (13) filing units sized 750 mm x 450 mm x 750 mm, combined with planters for a green and aesthetically pleasing work environment.

Large Filing Units

Two (2) filing units sized 2600 mm x 450 mm x 1800 mm, designed for efficient filing solutions.

Three-Seater Sofa

One (1) three-seater sofa for collaborative spaces or relaxation areas.

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	I. Executive Staff Workstations Eight (8) executive staff workstations with functional design for efficiency and productivity. Medium Back Mesh Swivel Chairs Sixteen (16) ergonomic medium-back mesh swivel chairs with gas lifts and casters. J.Additional Spaces VP & SVP Offices: Tables, credenza units, and high- and low-back leather finish chairs for ergonomic and aesthetic appeal. Server Room: Server table and server room chairs for technical and operational use. Pantry Areas: Pantry tables, chairs, granite platforms, and SS sinks for pantry convenience K.Artificial Plants Supply and installation of artificial plants for filing cupboard flower trough Supply and installation of artificial plants for pots Supply and installation of artificial plants for pots L.Formica Finish Wall Supply and paste Formica on wall with 9mm plwood board – Auditorium M.Venation Blind Supply and fixing venation blind	
4.2	The Outcome of all items should comply with the BOQ & final 3D design given by LIOC.	AGREE
4.3	The tenderer should furnish all technical details and any other required details for the construction, and consumables as detailed in the Technical Specifications.	AGREE
5.	Lanka IOC PLC shall be at liberty to engage an independent Third Party Inspection Agency to verify the certification and in case of any contradiction, the Supplier/	AGREE

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	Successful bidder shall be obliged to correct the same by way of additional tests/ repair/ replacement at no extra cost to Lanka IOC.	
6.	1 The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
7.	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the VP (E)/ Lanka IOC, thereon shall be final and binding upon all parties.	AGREE
8.	The Contract will include the Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted, together with Addenda, if there be any. General Conditions of contract are the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.	AGREE
9.	Lanka IOC PLC reserves the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.	AGREE
10.	Lanka IOC PLC is not bound to accept the lowest or any tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
11.	The contract shall be governed by all relevant Acts as in Sri Lanka and applicable only within the jurisdiction of the High Court at Colombo.	AGREE
12.	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding.	AGREE
13.	VALIDITY : The tender shall remain valid for acceptance for a period of 120 days from the date of opening of the same. If before expiry of validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.	AGREE
14.	NON- RESPONSIVE BIDDER :- The offer/tender shall be treated as non-responsive for following reasons:-	
14.1	If 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.	AGREE
14.2	If offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
15.	SECURITY DEPOSIT :	
15.1	Earnest Money/Bid Bond of the successful Bidder shall be retained till submission of Bank Guarantee as detailed below.	AGREE
15.2	Security Deposit, which shall be equal to 10% of the PO value and bidder to be executed in the form of Bank Guarantee as per Proforma (Annexure-IX) from a Bank of Sri Lanka or reputed foreign bank having branch at Colombo, Sri Lanka. Or	AGREE

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	by way of Demand Draft in favor of Lanka IOC PLC and payable at Colombo in the currency as in the work order.	
15.3	Security Deposit shall have to be deposited by successful bidder within 14 days from the date of placement of Purchase Order/Letter of acceptance, failing which the trustees reserve the right to cancel the order/acceptance and forfeit the Earnest Money/Bid Bond.	AGREE
15.4	Security Deposit shall be refunded without interest after successful execution of order/contract and satisfactory completion of warranty period of 2 Years from the date of completion.	AGREE
15.5	In the event of the successful bidder failing to execute the order/contract within the stipulated delivery/completion time without sufficient/valid reason acceptable to the trustees, the Security Deposit may be forfeited and the order/contract may be cancelled at the option of the trustees.	AGREE
16.	PRICE BASIS:	
16.1.1	Bidders shall quote firm prices in Sri Lankan Rupees (LKR) only, i.e the bidder is to quote on % percentage basis in price bid for the estimated amount as give in price bid document The Price quoted in the price Bid will be final inclusive of VAT, SSCL duties on imported items, designing etc.. and no extra amount will be paid by LIOC under any conditions.	AGREE
16.1.2	The prices quoted shall remain firm till completion of work. No price variation will be allowed in any situation.	AGREE
16.1.3	The quoted price, which shall include all state and Central Taxes and Excise Duties, Customs Duty, leviable on the final finished supplies and installation tendered for, handling, loading, unloading, Freight & Other charges on imports.	AGREE
16.1.4	However, wherever VAT is applicable (i.e. only for services and not for imports/customs clearance) would be payable as per prevailing rates subject to Bidder declaring the items on which VAT is payable.	AGREE
16.1.5	The Basic Price shall include charges of Pre-dispatch Third Party Inspection, Testing and other necessary charges for completion of work as described in the scope of work of the tender.	
16.1.6	Quoted Prices should be made only for units specified in the "Schedule of Tender".	
16.1.7	Statutory Duties shall be paid by the bidder and documentary evidence submitted to Lanka IOC (if demanded) for all works as applicable during the currency of the contract.	
16.1.8	Bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II) under Table No-1 of Annexure-XII only.	
16.1.9	Price(s) to be quoted should remain firm till the goods are delivered and commissioned successfully. No Price escalation is admissible.	
16.1.10	Please note that Lanka IOC does not provide any concessional duties etc for any import.	
16.1.11	Price Bids, containing any sort of qualifying expressions will be rejected.	
17.	PAYMENT:	
17.1	Mobilization advance will be paid upto the max of 30% of WO Value, with negotiation with the successful bidder, a security deposit in the form of Bank Guarantee is to be provided by the bidder before receiving the advance amount.	AGREE
17.2	Item 1 (Supply) – 70 % after supply of material at site.	AGREE

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	Item 2 (Installation) – 20 % after erection/installation at site Item No. 3 (Commissioning) – Balance 10% in final bill upon successful completion of all works and handing over the facilities. Prior to certification of final bills, the contractor shall submit Quality Assurance Report including necessary MTC of bought out materials, Test reports, Warrantees & Guarantees etc. as per the specifications. Above payments will be made after submission of the Invoice duly supported by all relevant documents including signed copy of GRNs etc in original and completion of the necessary formalities as per PO conditions. The payment will be released through electronic transfer or any other mode as decided by the Lanka IOC. Payment of any amount would be subject to withholding tax at the prevailing rate as per inland revenue department, Sri Lanka. Payments will be made on measure and pay basis.	
17.3	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.	AGREE
17.4	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.	AGREE
17.5	ON ACCOUNT PAYMENTS: On Account Bills shall be paid for the work done, measured and certified.	AGREE
17.6	Mode of Payment for Sri Lankan Bidder: Payment shall be made to successful Sri Lankan bidder through RTGS/ECS/NEFT mechanism.	AGREE
17.7	Documents & information required for payment are as follows:- Name & address of Supplier's Bank with email ID, Fax & telephone Supplier's Bank account number & other particulars (branch code of Bank, IFS code. & MICR code of the Bank) Invoice in quadruplicate Inspection Report of Third Party in duplicate Manufacturer's Test Report in duplicate Guarantee Certificate of Manufacturer's/ Principal's in duplicate Quality certificate from Manufacturer's/ Principal's in duplicate	AGREE
17.7.1	TIME OF COMPLETION : The time of completion of work as stated in the NIT under clause-m of the tender will be within 14 (Fourteen) weeks from the date of receipt of order.	AGREE
18.	Project schedule from the Commencement Date to completion of the Works, site cleaning and handing over the site shall be 16 (Sixteen) weeks. The Contractor shall submit an overall project schedule showing the number of calendar days required to reach the date of completion and the time required for completion of the various phases of work, resource allocations of the various categories of labour, materials, plant and equipment etc	AGREE

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19. PROJECT MANAGEMENT TEAM:

The successful bidder shall be required to position an effective project management team at site consisting of a minimum of designated project manager, QC/QA Engineer and dedicated HSE Engineer as per the qualifications tabulated below.

The table stipulates **only the minimum qualification** of manpower required at site for the three functions and additional engineers / technical staff shall be positioned based on the requirements at site at no additional financial implication to IOCL.

Sr. No.	Nature of Work	Quantum of Work in LKR/Mn	Project Manager	QC/QA/ Planning Engineer	HSE Engineer	Recovery for Non-deployment per Month		
						Project Manager	QC/QA Engineer	HSE Engineer
1.	Mechanical & Civil Works.	Upto 50 Mn	1 Engineer with 5 Years of Experience	1 Engineer with 3 Years of Experience	1 Engineer with 2 Year of Experience	Rs.120,000	Rs. 90,000	Rs.75,000

Note: In case the Engineer concerned is holding diploma qualification against Engineering graduation, the requirement of site experience shall be increased by 2 years.

19.1	In case of default in completion of work in time or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the items and get work done from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply/ work remaining undelivered/ unfinished or, not approved.	AGREE
19.2	DESPATCH ARRANGEMENTS:	AGREE
20.	Materials are to be delivered at LANKA IOC PLC's 21TH FLOOR, WEST TOWER, WORLD TRADE CENTRE, SRI LANKA, by the supplier at their cost, risk and responsibility.	AGREE
20.1	The supplier shall be fully responsible for any transit loss or damage to the materials while transportation.	AGREE
20.1.1	The contractor shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Sundays and Port Holidays. The authorized representative of the suppliers should be present at the time of delivery for jointly noting with the representative of LANKA IOC PLC, the discrepancies, if any, regarding the particulars of materials actually delivered against the Challans/ Invoice for the same. Delivery will not be accepted if not accompanied with proper delivery challans/ Invoice and other related documents like Manufacturer's	AGREE

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	Test certificates, etc. Proper coordination to be done with World Trade Center Managing Staff "Over Seas Reality" for carrying of material to and from WTC.	
20.1.2	INSPECTION AT DESTINATION:	
21.	All supplies are subject to inspection before acceptance by LANKA IOC PLC or his authorized officer. In case the equipment supplied is not in good condition/suitable, supplier shall have to replace it at his own cost immediately.	AGREE
21.1	Final acceptance and certification of work will be done by VP (Engg.), LANKA IOC PLC or his authorized officer.	AGREE
21.2	Any material/part/component, if found defective or not up to the standard quality, shall be forthwith rejected and the same shall be replaced by the supplier free of cost.	AGREE
21.3	WARRANTY : All the items stated in the tender BOQ will be warranted by the supplier for a period of 02 (two) years from the date of satisfactory testing, commissioning and handing over of equipment and materials against any manufacturing defect and poor performance. If such defect is noticed during warranty period, the supplier will have to rectify/ replace the defective items and put the system into operation free of cost. A warranty certificate must be submitted by the supplier. During the warranty period, the supplier/ successful bidder shall have to certify the worthiness of the material every 6 month after inspection and after completing any and all required repairs/ maintenance etc. Such inspections/ repairs shall be followed by a report to be jointly signed with Lanka IOC representative to be nominated by VP (Engg.). Failure to adhere to above may render the forfeiture of the Security Deposit.	AGREE
22.	TEST CERTIFICATE : The successful bidder should provide original manufacturer's (OEM) test Certificate(s) of the product(s) mentioning Make, Brand name and Country of Origin.	AGREE
23.	TRANSIT RISK : Transit risk for any imported items will be on supplier's account.	AGREE
24.	PERMITS : The successful Bidder shall have to obtain permission from the office of World Trade Center management "Overseas Reality" as directed for entry of their vehicles and workers into the Stores for unloading and stacking of the material.	AGREE
25.	REJECTION OF MATERIALS : Notwithstanding the Inspection, Testing and Trial of equipment and materials by VP (Engg.), LANKA IOC PLC or his authorized officer any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest. The supplier shall at his own arrangement and cost replace within a period of 2 (two) weeks of all such defective and rejected materials. Rejected materials shall be at Supplier's risk. They must be collected from the LANKA IOC PLC's premises within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials, the Trustees shall have the right to dispose of the same and the supplier shall have no claim against the Trustees in respect of the said rejected materials.	AGREE
26.	LIQUIDATED DAMAGES :	
27.	If the successful bidder fails to complete the works within the scheduled contractual period or such extension thereof, the supplier shall pay, as compensation and not as a	AGREE

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	penalty, Liquidated Damages to the Trustees @ 1.0% of the cumulative value of the RA Bill per week of delay or part thereof maximum up to 10% on commutative value of works done up to concerned RA bill.	
27.1	Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from money due or, likely to become due to the vender. The payment or, deduction of such damages shall not relieve the vender from his obligations to complete any other liabilities and obligations under the contract.	AGREE
27.2	RISK PURCHASE : In case of vender's failure and at the absolute discretion of the VP (E), Lanka IOC the work may be ordered to be completed by some other agency at the risk and expense of the vender (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the VP (E), Lanka IOC or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).	AGREE
28.	BANNED OR DE - LISTED CONTRACTORS: Bidders must give a declaration to the effect that they have not been banned or, delisted by any Government or, quasi - Government agency or, PSU. If a bidder has been banned / de-listed by any Government or, quasi -Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno-Commercial Bid. Incorrect declaration or, suppression of facts will lead to rejection of the Offer.	AGREE
29.	FORCE MAJEURE : In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earthquake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub-Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.	AGREE
30.	JURISDICTION OF COURT & LAWS : a) The contract shall be governed by all relevant Sri Lankan Acts applicable within the jurisdiction of High Court in Colombo. b) All relevant rules and regulations and laws of Sri Lanka, that will be applicable for carrying out the work, shall be complied with by the supplier at their own cost, risk and arrangement.	AGREE
31.	WORKMEN COMPENSATION : The successful bidder(s) must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at LANKA IOC PLC 's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.	AGREE
32.	PERSONAL PROTECTIVE EQUIPMENT(PPE):	AGREE

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	Suppliers and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of supply of materials inside the dock premises.	
33.	DRAWINGS AND MANUALS: The Contractor must supply drawings where necessary.	AGREE
34.	The agent is official representative of Manufacturer/Principal. Accordingly Manufacturer/Principal shall be fully responsible for the conduct of their appointed agent.	AGREE
34.1	THIRD PARTY & PRE-DESPATCH INSPECTION : Third Party & Pre-dispatch inspection of equipment and materials will be done by any one of the following classification societies – IRS/ LRS/ BVQ/BVI/ DNV/ ABS/ SGS. The inspection will be arranged by the supplier at his cost and arrangement. The cost of inspection shall be borne by the supplier.	AGREE
35.	WARRANTY: A counter warranty certificate shall be submitted by OEM/principal for providing service during warranty period as per condition of contract if their authorized dealer/importer/distributor, who will execute the contract, is replaced / terminated by them or found to be incapable by trustees.	AGREE
36.	Interpretation of Terms :	
37.	"Engineer" means the VP (E), LANKA IOC PLC (or his authorized representative) who has invited the tender for the purpose of this contract only.	AGREE
37.1	"Contractor" means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successors and assigns, if any, permitted by the Board / Chairman.	AGREE
37.2	"LANKA IOC PLC " means LANKA IOC PLC's 20 TH FLOOR, WEST TOWER, WORLD TRADE CENTRE, SRI LANKA	AGREE
37.3	"Successful Bidder" means Contractor defined under 37.4	AGREE
37.4	"Vender" means Contractor defined under 37.4	AGREE
37.5	Genuineness of Documents : The bidder shall submit a certificate in the prescribed Pro forma (Annexure-XI) to the effect that the necessary documents that are submitted as per tender conditions, are genuine and correct. In case, any document is found to be false/forged/incorrect at any point of time including execution of contract, he shall be liable for all consequences and responsible for making good any loss to the trustees. Moreover, in such case trustees reserve the right to take action against the bidder as deemed proper.	AGREE

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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.

For all cold works and hot works involved at site, 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 Site Engineer on a day to day basis.
- c. 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.
- d. Match boxes, lighters etc. used for hot work should be kept in the custody of supervisor.
- e. 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.
- f. 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.

Note: Successful tenderer to strictly follow the instruction of Fire department of the terminal including instructions being given from time to time by the terminal personnel in order to ensure safety at all points of time throughout the execution of works.

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PENALTY CLAUSE IN CASE OF BREACH OF SAFETY

The penalty for breach of safety during execution of works shall be levied by the Corporation as below:

Violation of applicable safety, health and environment related norm, a penalty of **LKR 15,000/-** per occasion.

Violation as above resulting in;

Any physical injury, a penalty of **0.5% of the contract value (max. of LKR 600,000)** per injury in addition to **LKR 15,000/-** as mentioned above.

Fatal accident, a penalty of **1% of the contract value (max. of LKR 3,000,000)** per fatality in addition to **LKR. 15,000/-** as mentioned above.

In case of any breach of contract (other than price reduction clause for delayed completion), recovery of requisite VAT amount over and above the penalty amount shall be done from the contractors bill.

Acceptable Specifications, Standards, Codes of Practice

1.0 The following Standards and Codes of Practice are considered acceptable for Design, Engineering, Procurement , Construction and Testing of the proposed facility.

NFPA 30	Flammable and Combustible Liquids Code
NFPA 497	Recommended Practice for the classification of Flammable Liquids, Gases, or vapours and of Hazardous (Classified) Locations for Electrical Installations in Chemical Process Areas
NFPA 20	Standard for the Installation of Stationary Pumps for Fire Protection
API RP 2003	Protection against ignitions arising out of static, Lightning, and stray current.
API 2350	Overfill Protection for Storage Tanks in Petroleum Facilities
API RP 500	Recommended Practice for Classification of Locations for Electrical Installations at Petroleum Facilities Classified as Class I, Division 1 and Division 2.

2.0 Civil & Structural

2.1 American Concrete Institute (ACI)

ACI 117	Standard Specifications for Tolerances for Concrete Construction and Materials
ACI201.2R	Guide to Durable Concrete
ACI 212.3R	Chemical Admixtures for Concrete
ACI 301-05	Specifications for Structural Concrete
ACI 302.1R	Guide for Concrete Floor and Slab Construction

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ACI 304R	Guide for Measuring, Mixing, Transporting and Placing Concrete
ACI 304.2R	Placing Concrete by Pumping Methods
ACI 305R	Hot Weather Concreting
ACI 308	Standard Practices for Curing Concrete
ACI 308R	Guide to Curing Concrete
ACI 309R	Guide for Consolidation of Concrete
ACI 318/318R	Building Code Requirements for Structural Concrete and Commentary
ACI 347	Guide to Formwork for Concrete
ACI 350	Code Requirement for Environmental Engineering Concrete Structure
ACI 360R	Design of Slab on Grade
ACI 440.1R	Guide for the Design and Construction of Concrete Reinforced with FRP Bars
ACI 504R	Guide to Sealing Joints in Concrete Structures
ACI SP-66	Detailing Manual - Details and Detailing of Concrete Reinforcement
ACI 530/ASCE 5/TMS402	Building Code Requirements for Masonry Structures
ACI 515.1R	Guide to the use of Waterproofing, Damp proofing,
2.2	Protective and Decorative Barrier Systems for Concrete
2.2.1	American Institute of Steel Construction (AISC)
AISC	Steel Construction Manual - Thirteenth Edition
AISC	Specification for Structural Joints Using ASTM A325 or ASTM A490 Bolts
ANSI/AISC 341	Seismic Provisions for Structural Steel Buildings
2.2.2	American National Standards Institute (ANSI)
ANSI A1264.1	Safety Requirements for Workplace Walking/Working Surfaces and Their Access-Workplace Floor, Wall and Roof Openings - Stairs and Guardrails Systems.
2.2.3	American Society of Civil Engineers (ASCE)
ASCE/SEI 7-05	Minimum Design Loads for Buildings and Other Structures
SEI/ASCE 37-02	Design Loads on Structures during Construction
ASCE	Report Guidelines for Seismic Evaluation and Design of Petrochemical Facilities
ASCE	Report Wind Loads and Anchor Bolt Design for Petrochemical Facilities
2.2.4	The American Welding Society (AWS)
AWS D1.1/D1.1M	Structural Welding Code - Steel

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2.2.5 American Society for Testing and Materials (ASTM)

ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) coatings on Iron and Steel Products
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM A767	Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire & Welded Wire Fabric for Reinforcement
ASTM C39	Compressive Strength of Cylindrical Concrete Specimens
ASTM C979	Standard Specification for Pigments for Integrally Colored Concrete
ASTM C618	Standard Specification for Coat Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C1240	Standard Specification for Silica Fume Used in Cementitious Mixtures
ASTM D1751	Standard Specification Preformed Expansion Joint Filler for Concrete Paving and Structural Construction
ASTM D1752	Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM C55	Specification for Concrete Brick
ASTM C90	Specification for Load Bearing Concrete Masonry Units
ASTM C129	Specification for Non-Load Bearing Concrete Masonry Units
ASTM A36/A36M	Standard Specification for Carbon Structural Steel
ASTM A193/A193M	Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature of High Pressure Service and Other Special Purpose Applications
ASTM A307	Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
ASTM A325	Standard Specification for Carbon Steel Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
ASTM A325M	Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Minimum Tensile Strength (Metric)
ASTM A354	Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally threaded Fasteners
ASTM A490	Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength

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ASTM A490M	Standard Specification for High-Strength Steel Bolts, Classes 10.9 and 10.9.3, for Structural Steel Joints (Metric)
ASTM A572/A572M	Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
ASTM A992/A992M	Standard Specification for Structural Steel Shapes

2.2.6 International Organization of Standardization (ISO)

ISO 10816	Mechanical vibration-Evaluation of machine vibration by measurements on non-rotating parts
ISO 14122	Requirements to Platform, walkways, stairs and ladders
ISO 1940, Part 1	Mechanical vibration - Balance quality requirements for rotors in a constant (rigid) state - Part 1 : Specification and verification of balances tolerances.

2.2.7 Deutsches Institute for Normung (DIN)

DIN 4024 Part 1	Machine Foundations
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Building Code

2.2.8 IBC	International building code
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3. Mechanical,

BS 5395	Stairs, ladders and Walkways
BS 4211	Steel Access and Roof Ladders
BS 534	Specification for steel pipes, Joints and specials for water and sewage
BS 5480	Specification for Glass Reinforced Plastics
ISO 4427	Plastics Piping Systems
BS EN ISO 15761	Steel Gate, Globe and Check Calves for sizes DN 100 & smaller, for the petroleum and natural gas industries
MSS-SP-97	Integrally reinforced forged branch outlet fittings-socket welding, threaded and butt welding ends
EJMA	Expansion joint Manufacturers Association
ASME SEC.II, Part-C	Specification for welding rods, electrodes and filler metals
WRC-537/297	Welding Research Council Local Stresses in Spherical and Cylindrical Shells due to External Loadings
ASCE/SEI 7-10	Minimum design loads for buildings and other structures

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ISO/DIS 21809-1:2009 Petroleum and Natural gas industries-External Coatings for buried or submerged pipeline used in pipeline transportation systems - Part1 : Polyolefin coatings (3 layer PE and 3 - layer PP)

MSS SP 75 Specification for High Test Wrought Welding Fittings

2. Mechanical - Rotary

API American Petroleum Institute

API 670 Machinery Protection Systems
API 12F Specification for Shop Welded Tanks for Storage of Production Liquid
API 12P Specification for Fiberglass Reinforced Plastic Tanks
API 200 Venting Atmospheric and Low Pressure Storage Tanks

ASME American Society Of Mechanical Engineers

ASME B 30.2 Overhead and Gantry Cranes (Top Running Bridge, Single or Multiple Girder, Top Running Trolley Hoist)
ASME B 30.10 Hooks - Safety Standard for Cableways, Cranes, Derricks, Hoists, Hooks, Jacks, and Slings
ASME NUM-1 Rules for Construction of Cranes, Monorails, and Hoists (With Bridge or Trolley or Hoist of the Underhung Type)
ASME B 46.1 Surface Texture (Surface Roughness, Waviness, and Lay)
Section II-A Boiler and Pressure Vessel Code (BPVC), Materials - Ferrous Materials Specifications
Section II-B BPVC, Materials - Nonferrous Materials Specifications
Section II-C BPVC, Materials - Specifications for Welding Rods, Electrodes and Filler Metals Materials
Section II-D BPVC, Materials - Properties
Section IX BPVC, Welding, Brazing and Fusing Qualifications (Qualifications Standard for Welding and Brazing Procedures, Welders, Brazers, and Welding and Brazing Operators Welding and Brazing Qualifications)

BS British Standard

BS 466 Specification for Power Driven Overhead Travelling Cranes, Semi - Goliath and Goliath Cranes for General Use
BS 2573-1 Rules for Design of Cranes - Part 1 : Specification for Classification, Stress Calculations and Design Criteria for Structures

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BS 2573-2	Rules for the Design of Cranes - Part 2 : Specification for Classification, Stress Calculations and Design of Mechanisms
BS 13001-1	Cranes - General Design - Part 1: General Principles and Requirements
BS 13001-2	Crane Safety - General Design - Part 2: Load Actions

NEPA National Fire Protection Agency

11	Standard for Low - Medium and High Expansion Foam.
20	Standard for Installation of Stationary Pumps for Fire Protection
90A	Installation of Air Conditioning & Ventilating Systems

6.5 Electrical

IEC 60034	Rotating Electrical equipment
IEC 60044	Instruments transformer
IEC 60076	Power transformers
IEC 60085	Electrical insulation - Thermal evaluation and designation
IEC60129	AC Disconnectors and Earthing switches
IEC60228	Nominal cross-sectional areas and composition of conductors of insulated cables.
IEC60265	High-voltage switches
IEC60282-1	High-voltage fuses
IEC60331	Tests for electric cables under fire conditions
IEC60332	Tests on electric cables under fire conditions
IEC60364	Low voltage electrical installations
IEC60439	Low Voltage Switchgear and Control gear Assemblies
IEC60502	Power cables with extruded insulation and their accessories for rated voltages from 1kV (Um = 1,2 kV) upto 30 kV (Um = 36 kV)
IEC60529	Degree of protection provided by enclosure
IEC60664	Insulation coordination for equipment within low-voltage system
IEC60947	Low Voltage Switchgear and Control gear
IEC61511	Functional safety - safety instrumented systems for the process industry sector
IEC62040-1-1	Uninterruptible Power System (UPS) Part 1-1 : General and Safety Requirements for UPS used in operator access areas

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IEC62271	High Voltage switchgear and control gear
API - RP500	Recommended Practice for Classification of Locations for Electrical Installations at Petroleum Facilities Classified as Class I Division 1 and Division 2.
NFPA 780	Standard for Installation of Lightning Protection Systems
BS 7361	Part-1 Cathodic protection, code of practice for land and marine applications
IEC 60079	Electrical Apparatus for Explosive Gas atmosphere
IEC 60502	Extruded Solid Dielectric Insulated Cables for Rated Voltages from 1 kV upto 30 kV
IEC 60529	Degree of protection provided by enclosures (IP code)
NACE RP0169	Standard recommended practice Control of corrosion on underground or submerged metallic piping system
NACE RP0176	Corrosion Control of Submerged Areas of Permanently Installed Steel Offshore Structures Associated with Petroleum Production
NACE RP0193	Standard Recommended Practice - External Cathodic Protection of On-Grade Metallic Storage Tank Bottoms
NACE RP0285	Corrosion Control of Underground storage Tank Systems by Cathodic Protection

6.6 Instrumentation

BS 5308 PART I & II	Instrumentation Cable
DIN / NAMUR 43	Standardization of signal level for the failure information of digital transmitters.
DIN 43760	Measurement and control; electrical temperatures sensors; references tables for nickel resistors for resistance thermometers
DIN 50049	Domestic and similar electronic equipment interconnection requirements: Per television connector
EN 50014	Electrical Apparatus for Potentially explosive atmospheres General Requirement
EN 50018	Electrical apparatus for potentially explosive atmospheres - Flameproof enclosure 'd'
EN 50020	Electrical apparatus for potentially explosive atmospheres - Intrinsic safety 'i'
EN 50288-7	Specification of Instrumentation cables

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EN 837-1	Standard Bourdon tube pressure gauges
IEC 60529	Classification of degree of protection provided by enclosures
IEC 60534.2.1	Flow capacity - Sizing equations for fluid flow under Installed conditions
IEC 60617	Graphical Symbols for Diagram
IEC 60751	Industrial Platinum Resistance Thermometer sensors
IEC 60584-3	Thermocouple Part 3: Extension and Compensating Cables - Tolerances and Identification System - Second Edition
IEC 61131-3 1993	Programmable Controllers - Part 3 : Programming Languages
IEC 61000-4	Electromagnetic compatibility for Industrial Process measurement and Control equipment
IEC 60332	Tests on electric and optical fiber cables under fire conditions
IEC 60331	Fire resisting characteristics of electric cables
IEC 61508	Functional safety of Electrical, Electronic, Programmable Electronic Safety Related systems
IEC 61511	Functional safety of Safety instrumented systems for the process sector
IEC 60079	Electrical Apparatus for explosive gas atmospheres
IEEE 472	Surge Withstand Capability Tests
IEEE 518	IEEE Guide for the Installation of Electrical Equipment to Minimize Electrical Noise Inputs to Controllers from External Sources
IEEE 802	Wireless Standards
IEEE 999	IEEE Recommended practice or Master / Remote Supervisory Data Acquisition and Control System.
IEEE 1008	IEEE Standard for Software Unit Testing
IEEE 1012	IEEE Standard for System and Software Verification and validation
ISO 5167-1	Measurement of fluid flow by means of pressure differential devices inserted in circular cross-section conduits running full-
Part 1:	General principles and requirements
ISO 5167-2	Measurement of fluid flow by means of pressure differential devices inserted in circular cross section conduits running full
Part 2 :	Orifice plates
ISO-5208	Pressure Testing of Valves
NFPA 497	Electrical Installation, classification of Class 1 and Class 2 Hazardous location

6.7 Fire Protection

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IP 19	Institute of Petroleum - Fire Precautions at Petroleum refineries and Bulk Storage Installations
NFPA - 10	Standard for Portable Fire Extinguishers
NFPA - 11	Standard for Low, Medium & High Expansion foam
NFPA - 12	Standard for Carbon Dioxide Extinguishing System
NFPA - 14	Standard for installation of stand pipe and hose system
NFPA - 20	Standard for the Installation of Stationary Pumps for Fire Protection
NFPA - 24	Standard for private Fire Mains
NFPA - 30	Standard for Flammable and Combustible Liquids Code
NFPA - 70	Standard for National Electric Code
NFPA - 72	Standard for National Fire Alarm Code
NFPA - 2001	Standard for Clean Agent Fire Extinguishing System

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DOCUMENTS TO BE ENCLOSED

(Documents to be filled up, signed, and enclosed)

1. Pre-Qualification Criteria of Tenderers:

Following documents for meeting the pre-qualification criteria should be enclosed by the tenderer along with offer, otherwise their offer may be rejected : -

1 PQ criteria has been framed as per guidelines ref: LIOC/ENG dated 20.07.2011.

(I) The average annual financial turnover for the last three financial years must be at least LKR 12.6 million (30% of the estimated cost). If the balance sheet for any particular financial year is not submitted, it will be considered as zero for the calculation of the average turnover.

(II) Similar Works experience.

The bidder should have successfully completed similar works, which may include both finishing works, and furniture works, subject to the following conditions:

The total value of the similar work order must meet the thresholds specified below:

- 3 similar work orders, each valued at not less than LKR 16.8 million (40% of the estimated cost), OR
- 2 similar work orders, each valued not less than LKR 21.1 million (50% of the estimated cost), OR
- 1 single similar work order valued not less than LKR 33.6 million (80% of the estimated cost) in any of the last 5 years ending 31st January 2025.

(III) In case the work order includes both finishing works, and furniture works, the value attributed to the furniture works should meet the required values specified above. The bidder must clearly bifurcate the furniture work portion and provide a detailed breakdown showing the furniture-related costs separately.

(IV) The bidder is required to submit this bifurcation clearly in the documents. Only the bifurcated portion of the works related to furniture will be considered for evaluation. The evaluation will be based on the documentation submitted; however, if any faulty documentation is detected, the Lanka IOC PLC reserves the right to carry out an inspection to verify the authenticity of the bifurcation

(V) Definition of similar works:

“The bidder should possess substantial experience in providing interior works and office furniture, including but not limited to workstations, office partitions, modular furniture, ergonomic seating, storage solutions, including complete fit-out services. The bidder must have a proven track record in delivering high-quality office setups, ensuring that all aspects of design, installation, and finishing meet the highest standards of workmanship, functionality, and aesthetics”.

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S/ N	Work Order or LOA Reference	Title of works	Date of Work Commencement	Date of Work Completion	Total Work Value (LKR)	Bifurcated Value for furniture works (LKR)
01						
02						
03						
Strike off whichever is irrelevant for Work qualifying criteria				Single Similar Work (LKR 33.6 mil for furniture works only)	2 Similar Works (LKR 21.1 mil each LKR 33.6 mil for furniture works only)	3 Similar Works (LKR 16.8 mil each LKR 33.6 mil for furniture works only)

Note:

- Proof of work completed as per qualifying parameter mentioned above shall be supported by copies of work orders, letter of acceptance, final bills copies/work completion certificates, etc.. indicating date of work order, date of completion of works, nature of works and value of works completed etc...
- The similar works listed above will only be accepted if submitted alongside the technical bid. No additional documents will be accepted after the opening of the technical bids. Only supporting documents for the similar works already provided will be considered during the technical evaluation.
- If any extra documentation is requested for the documents(work orders or LOA's) which have been already submitted should be submitted within 4 days from the date of request. Otherwise, the party will be considered rejected.
- Bidders are required to submit only the documents that meet the prequalifying criteria. Submission of additional work orders that do not fall within the specified criteria will be considered as non-compliant and rejected.

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- e. Parties unable to submit complete work orders or full documentation due to the signing of NDAs will not be considered.
- f. Parties should declare ownership of their own factory in any of the below listed:
 - Document confirming ownership of the factory under the same company name as quoted name in the tender.
 - If the factory is owned by the same proprietor but not registered under the company name as quoted name in the tender, clear and relevant documentation proving this must be provided.
 - If the factory is co-owned by multiple owners, clear documentation outlining the ownership structure and the respective shares of each owner must be provided.

4. Audit Balance Sheet Criteria:

Audited balance sheet and Profit & Loss account for the last 3 (three) financial years. Average annual financial turn over during the above mentioned period should be as follows:

Average annual financial turn over (In Sri Lankan Rupee)	LKR 12.6 Mil
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If due date (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered. In case of the bidder is unable to submit audited accounts of last financial year (in case of tender opening date falling after June), due to non – completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the previous year.

5. Copy of VAT/GST Registration Certificate / Central Sales Tax Registration Certificate (TIN).
6. Copy of Valid Professional Tax Payment.
7. Copy of Excise Registration Certificate, if applicable
8. The tenderers should adequate experience and facility to carry out the said work. The tenderers shall submit all possible documentary evidence and authorization from OEM along with their techno - commercial bid.

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(Documents to be signed and enclosed)

DECLARATION OF THE BIDDER

To,
VP (Engg),
Lanka IOC PLC

I / We have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. I / We hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the Tender and at rates and prices set out in the annexed Bill of Quantities within the time period as stated in the Tender. In the event of our Tender being accepted in full or, in part, I / we also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the Tender together with the acceptance thereof in writing by or, on behalf of the Trustees shall form the Contract. I / We are a fully aware of the nature and specifications of materials and my / our offer is for supply of stores in accordance with the requirement of Lanka IOC PLC Head Office at the 20th Floor, West Tower, World Trade Centre, Sri Lanka.

I / We have deposited Requisite Earnest Money.

I / We agree that the period for which the Tender shall remain open for acceptance shall not be **less than 120 days**.

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(Documents to be filled up, signed and enclosed)

BIDDER'S INFORMATION

To,
VP (Engg),
Lanka IOC PLC

Tender No.	LIOC/ENG/PT/04/2024-25
Name of work/Item Description:	Fabrication & Supply of Furniture for Lanka IOC Plc Head Office at the 21st Floor, West Tower, World Trade Centre, Sri Lanka
Name of the Company:	
Address:	
Contact Person Name:	
Phone:	
Fax:	
E-Mail Address:	
Have you studied the Pre-Qualification requirement of the selected tender?	Yes / No
Is the company having Copy of VAT/GST Registration Certificate / CST Registration Certificate (TIN)?	Yes / No
Is the company having Current valid Professional Tax Payment Certificate (PTPC)?	Yes / No
Is the Company meeting the pre-qualifying criteria mentioned in the NIT?	Yes / No
Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer.	Yes / No
Are you MANUFACTURERS / authorized dealers/ authorized stockiest/ suppliers for the tendered materials? Please indicate your status.	

[Please strike out the alternative which is not applicable in your case out of the following two and initial the same.]

(a) I / We hereby declare that I / We have not been banned or, de-listed by any Government or Quasi-Government Agency or Public Sector Unit.

(b) I / We hereby enclose the details of any banned / de-listed imposed on my / our agency by any Govt. / Quasi - Govt. Agency or, PSU.

I / We agree to upload the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit these Prequalifying document with our offer or

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the documents are not found in order by LANKA IOC PLC / not acceptable to LANKA IOC PLC, our tender shall be liable for rejection.

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PROFORMA OF DECLARATIONS TO BE FURNISHED BY THE TENDERERS

DECLARATION - 'A'

We declare that we have complied with the Conditions of Contract.

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 :

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Place :

Tenderer's

Signature & Seal

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.

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LIST OF DIRECTORS OF LANKA IOC PLC

SN	NAME OF THE DIRECTORS & ADDRESS
01	Mr. V Satish Kumar , Chairman Lanka IOC PLC, Director (M) Indian Oil Corporation Limited Flat No. 701 & 801 IOC Residential Building, Plot No. R-7 & R-8 E Block, Near Family Court, BKC, Mumbai- 400051
02	Mr. Nikhil Deep Mathur , Director Lanka IOC PLC, Flat 601, Indian Oil Residential Complex R7-R8, E-Block, Bandara Kurla Complex (BKC), Near Jio World Drive Mall Bandra East. Mumbai (India) - 400051.
03	Mr. Rani Venkata Naga Vishweshwar , 402, Plot 81, 29 TH Road, Ruby CHSL, Bandra West.Mumbai (India) - 400050.
04	Mr. Dipak Das , Managing Director, Lanka IOC PLC, 20 th Floor, West Tower, World Trade centre, Colombo - 01, Sri Lanka.
05	Mr. Hector Manil Anthony Jayasinghe , Director, Lanka IOC PLC, No: 27, Elibank Road Colombo 05, Sri Lanka
06	Mr. Sivakrishna Renganathan , Director, Lanka IOC PLC, No: 27, Queens Road, Colombo 03, Sri Lanka

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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.

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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

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Lanka IOC

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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

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in the form as annexed or any 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”.

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

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“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-

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

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- 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. Aluminum 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
- 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)”.

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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.

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FORMAT FOR FORM OF BANK GUARANTEE FOR BID BOND

1. In consideration to the Lanka IOC PLC (hereinafter called "The Company") having agreed to accept from _____ (name of the tenderer) hereinafter called "the said tenderer") BID BOND in the form of Bank Guarantee, under the terms and conditions of tender No. _____ dated _____ in connection with _____ (mention the details of the tender) (hereinafter called "the said tender"), for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of _____ days from the date of the opening of the tender and other stipulations of the tender we, _____ (indicate the names of the bank) hereinafter referred to as "the Bank" at the request of _____ (mention the name of the tenderer) do hereby undertake to pay on demand to the Lanka IOC PLC an amount not exceeding Rs. _____ in the event of the said tenderer having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions of the stipulations of the said tender and / or the contract if awarded including but not limited to non performance of the contract caused due to revision in price / pricing basis after close of the pricing part of the tender under an order of the Lanka IOC PLC.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Lanka IOC PLC stating that the amount claimed is due by way of forfeiture of bid bond or any loss or damage caused to or suffered or would be caused to or suffered by the Lanka IOC PLC by reason of breach by the said tenderer any of the terms or conditions or stipulations contained in the said tender or by reason of the tenderer's failure to perform the stipulation of the said tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We _____ (indicate the name of the bank) undertake to pay to the Lanka IOC PLC any money so demanded notwithstanding any disputes raised by the tenderer in any suit or proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the bank under this bond shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.

4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms, conditions or stipulation of the said tender and that it shall continue to be enforceable till all the dues of the Lanka IOC PLC under or by virtue of the said tender/ contract have been fully paid and its claims satisfied or discharged or till Lanka IOC PLC certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of the bank) further agree with the Lanka IOC PLC that the Lanka IOC PLC shall have the fullest liberty without our consent and without affecting in any

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manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time or performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Lanka IOC PLC against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said tender and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of Lanka IOC PLC or any indulgence by the Lanka IOC PLC to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the tenderer.

7. The Bank Guarantee is operable/ payable at Colombo branch.

8. We, _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Lanka IOC PLC in writing.

Date the _____ day of _____ 20__

For _____

(indicate the name of the bank)

Place:

Date:

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FORMAT FOR BANK GUARANTEE PROFORMA IN LIEU OF SECURITY DEPOSIT

1. In consideration of the Lanka IOC PLC, having its Registered Office at _____ (hereinafter called "the Company") having agreed to exempt _____ (hereinafter called "The said Contractor(s)/ Supplier(s)/ Seller(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of Security Deposit for the due fulfilment by the said Contractor(s)/ Supplier(s)/ Seller(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee of Rs _____ (Rupees _____ only. We, _____ hereinafter referred to as "the Bank" (at the request of _____ Contractor(s)/ Supplier(s)/ Seller(s) do hereby undertake to pay to the _____ Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by Reason of any breach by the said Contractor(s)/ Supplier(s)/ Seller(s) of any of the terms of conditions contained in the said Purchase Contract Agreement.

2. We _____ (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s)/ Supplier(s)/ Seller(s) of any of the terms or conditions contained in the said Agreement or by reason of Contractor(s)/ Supplier(s)/ Seller(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and this guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute of disputes raised by the Contractor(s)/ Supplier(s)/ Seller(s) in any suit or proceeding pending before any court of Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s)/ Seller(s) shall have no claim against us for making such payment.

4. We, _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ office/ department at _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s)/ Supplier(s)/ Seller(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate name of the Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without

affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s)/ Supplier(s)/ Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company

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against the said Contractor(s)/ Supplier(s)/ Seller(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Contractor(s)/ Supplier(s)/ Seller(s) or forbearance act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Supplier(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s)/ Seller(s).

7. The Bank Guarantee is operable/ payable at Colombo branch.

8. We, _____ (indicate name of the Bank) lastly undertake not to revoke this guarantee its currency except with previous consent of the Company in writing.

Dated the _____ day of _____ 20__

For _____

(Indicate the name and address of the Bank)

Place:

Date:

PROFORMA FOR DECLARATION OF GENUINENESS OF DOCUMENTS

To,
VP (Engg)
Lanka IOC PLC
Level 20, West Tower,
World Trade Centre, Echelon Square
Colombo 01

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Sri Lanka
Sir,

Subject.: Declaration of genuineness of documents submitted for Tender No. _____

We, M/s....., the bidder against the subject tender, hereby declare that all documents, submitted with tender as per tender condition or to be submitted during execution of contract, are genuine and correct.

In case any document is found to be false / forged / incorrect at any point of time including execution of contract, we shall be liable for all consequences and responsible for making good any loss to the trustees. Moreover, in such case trustees reserve the right to take action against us as deemed proper.

Yours faithfully
(NAME)
for & on behalf of M/s.....
(Name of Manufacturers)

Note: This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a person competent and having the power of attorney.

Furniture Layout.

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Lanka IOC

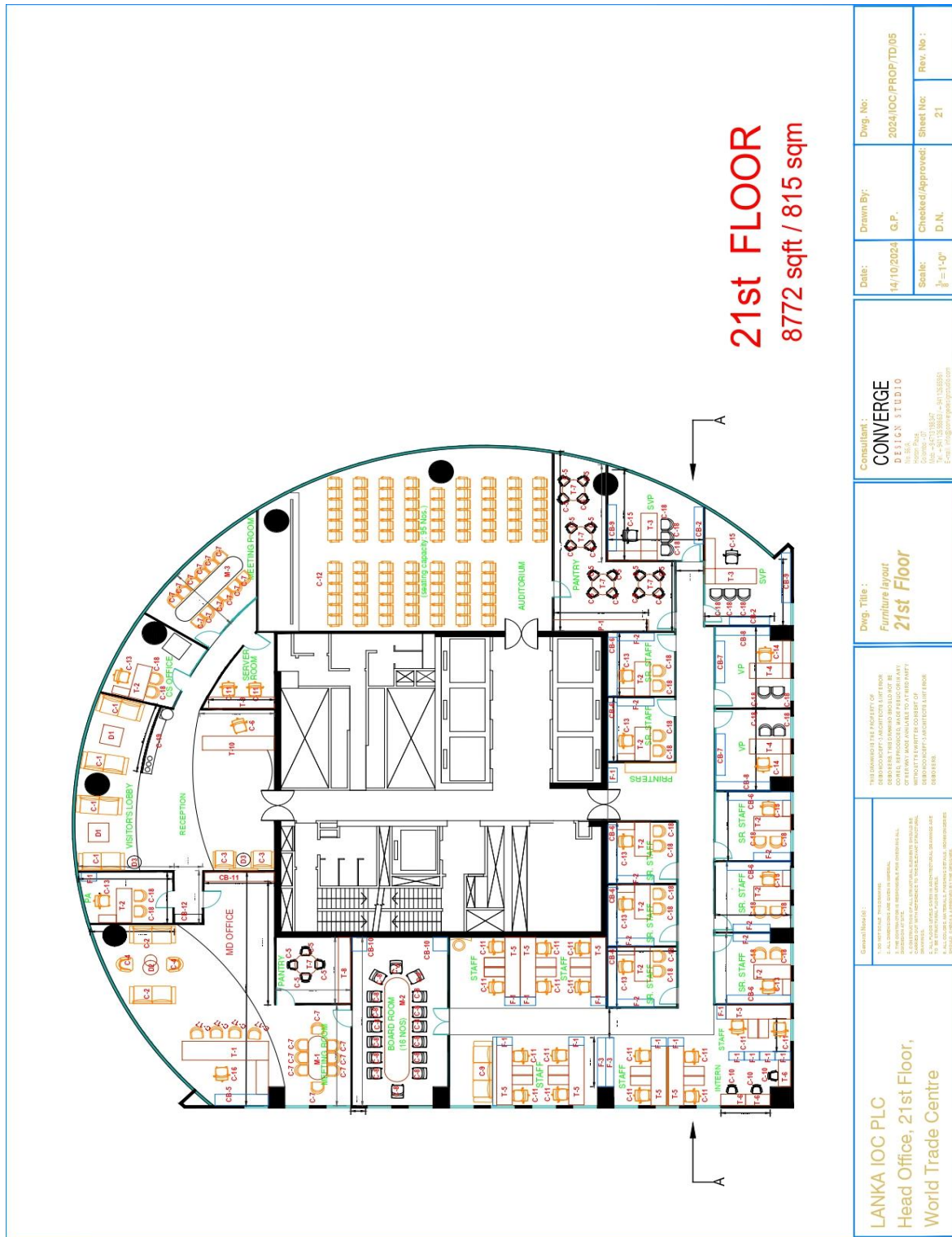
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IOC HEAD OFFICE @ WTC

CONVERGE
DESIGN STUDIO



VISITORS'
LOBBY

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VISITORS'
LOBBY



RECEPTION

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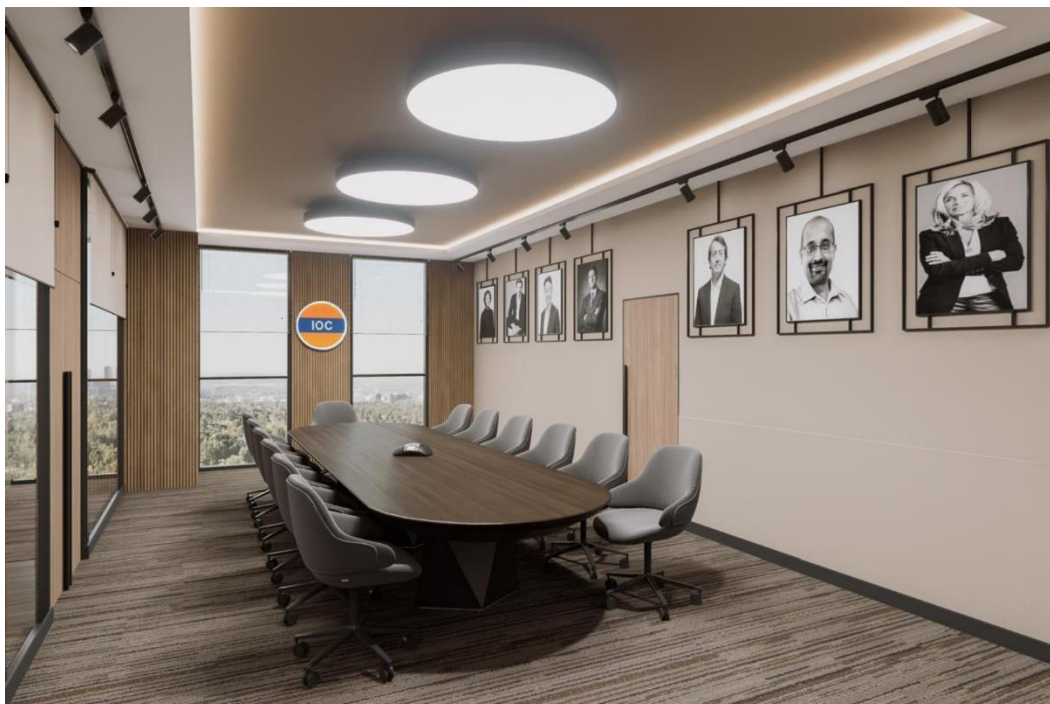


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BOARDROOM



BOARDROOM

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MD OFFICE



MD OFFICE
MEETING
ROOM

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Lanka IOC

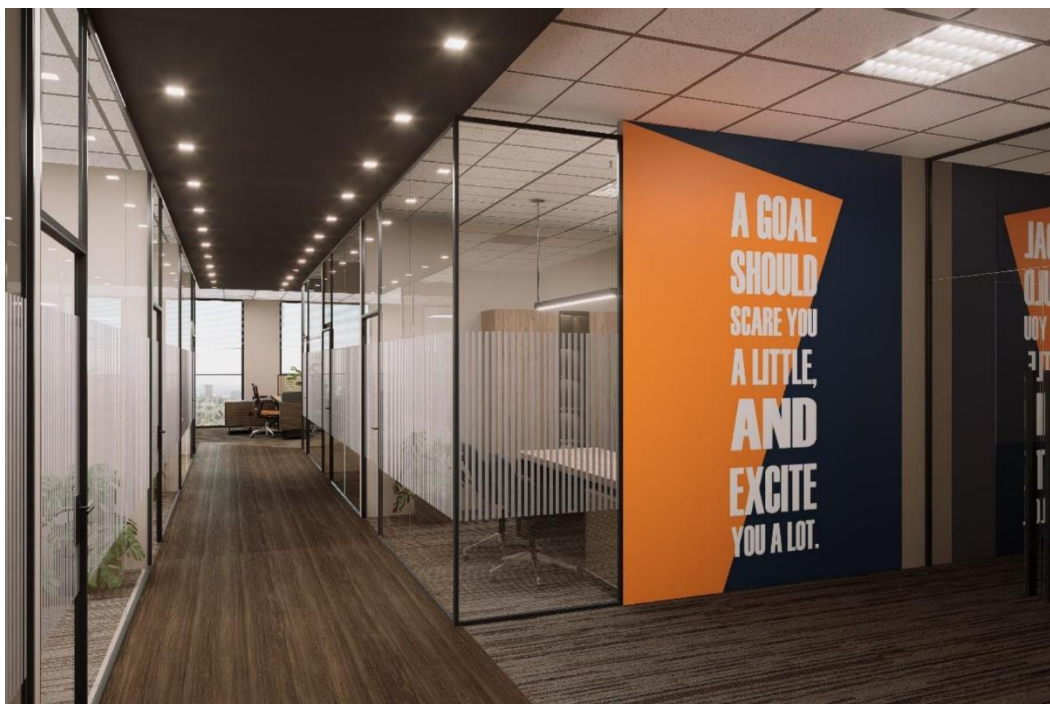
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MEETING
ROOM
AND
COMPANY
SECRETARY
OFFICE



ENTRANCE

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STAFF
WORKSTATIONS



STAFF
WORKSTATIONS

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VP
OFFICE



SVP
OFFICE

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