

NAME OF TENDER:

**SURFACE PREPARATION
AND REPAINTING OF
FIRE HYDRANT LINES,
BASE OIL LINES
PRODUCT LINES AND
PIPE RACKS AT
TRINCOMALEE TERMINAL**

Tender No :	LIOC/ENG/PT/07/2015-16
Due Date &Time :	06.04.2016 @ 10:00 Hrs

TECHNICAL/ COMMERCIAL BID



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**TITLE: SURFACE PREPARATION AND REPAINTING OF FIRE
HYDRANT LINES, BASE OIL LINES, PRODUCT LINES AND PIPE
RACKS AT TRINCOMALEE TERMINAL**

REF: LIOC/ ENG/ PT/ 07/ 2015-16

DATE: 09/ 03/ 2016

M/S. _____

Dear Sirs,

**SUB : SURFACE PREPARATION AND REPAINTING OF FIRE HYDRANT LINES, BASE OIL LINES,
PRODUCT LINES AND PIPE RACKS AT TRINCOMALEE TERMINAL**

Dear Sir,

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

S/N	DESCRIPTION
PART A: TECHNICAL/ COMMERCIAL BID	
1	Notice Inviting Tender
2	Form of tender & Appendix
3	Technical bid Abstract
4	Abbreviations and notations
5	List of documents in support of qualifying norms
6	Particulars of Bid Bond and tender fee
7	Statement of credentials
8	Undertaking towards documents submission
9	Declaration for downloading documents from web site
10	Declaration to be signed and submitted with details
11	List Of Directors Of LIOC
12	Proforma of declaration for Holiday/ Black Listing
13	Special terms and conditions of contract
14	Terms and conditions - Safety
15	Specification for blast cleaning & painting for MS piping / allied structural work
16	Form of Agreement
17	Conditions of Contract Part I & Part II
18	Format for Bid Bond
19	Format for Performance Bond
PART B: PRICE BID	
1	Price bid

2.0 We request you to submit your lowest quotation for the work contained in the tender. Your offer complete in all respects must be submitted so as to reach this office of LIOC on or before **06/ 04/ 2016 at 10:00 hrs.** Offer may please be dropped in Engineering tender box kept in our office at address given below.

**LANKA LIOC PLC,
LEVEL 20, WEST TOWER, WORLD TRADE CENTRE,
ECHELON SQUARE, COLOMBO - 01, SRI LANKA**

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SEAL



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- 3.0 **Bid Bond:** The bid bond for **LKR 190,000/-** in the form of demand draft (drawn in favour of Lanka IOC PLC payable at Colombo) or Bank Guarantee (in the strictly as per the format enclosed) must be submitted strictly in the Technical Bid cover.
- 4.0 **Tender Fee:** A tender fee of **LKR 5000/-** by cash/ Demand draft (in favour of Lanka IOC PLC payable at Colombo) shall be applicable. The tenders can also be downloaded from the web site of the firm www.lankaio.com in which case the tender fee of LKR 5000/- would be not applicable.
- 5.0 **Submission of Tender Documents:**
- 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.
- 5.1 Tenderers to note that LIOC shall not be responsible for the postal delays in dispatch and receipt of tender documents. Tenderers must also note that all pages of tender along with drawings issued must be signed with stamp and submitted as part of submission of tender.

Thanking You,

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

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/ 07/ 2015- 16

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

NAME OF WORK	SALE PERIOD (BOTH DAYS INCLUSIVE)	CONTACT PERSON
SURFACE PREPARATION AND REPAINTING OF FIRE HYDRANT LINES, BASE OIL LINES, PRODUCT LINES AND PIPE RACKS AT TRINCOMALEE TERMINAL	09/ 03/ 2016 From 0900 Hrs To 05/ 04/ 2016 Upto 1700 Hrs	ASST MANAGER (ENGG) TEL: 011 2475720 Email: igram@lankaio.com
COST OF TENDER: LKR 5,000/- (NON REFUNDABLE)		

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

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RACKS AT TRINCOMALEE TERMINAL****NOTICE INVITING TENDER**

1	TENDER NO.	LIOC/ ENG/ PT/ 07/ 2015-16
2	NAME OF WORK	SURFACE PREPARATION AND REPAINTING OF FIRE HYDRANT LINES, BASE OIL LINES, PRODUCT LINES AND PIPE RACKS AT TRINCOMALEE TERMINAL
3	ESTIMATED COST	LKR 16.988 Mil plus VAT
4	BID BOND	LKR. 190,000/-
4A	MODE OF SUBMISSION OF BID BOND	A. By Demand draft in favour of Lanka IOC PLC payable at Colombo B. By Bank Guarantee in favour of Lanka IOC PLC issued by any MNC/reputed Bank in Sri Lanka.
5	SALE OF TENDERS (between 0900 Hrs to 1700 Hrs on working days)	
	a) STARTS ON	09/ 03/ 2016 at 0900 Hrs
	b) CLOSING ON	05/ 04/ 2016 at 1700 HRS.
6	DUE DATE AND TIME :	
	a) SUBMISSION OF TENDERS	06/ 04/ 2016 @ 1000 HRS
	b) OPENING OF TENDERS (Technical Bid Only)	06/ 04/ 2016 @ 1000 HRS
7	COST OF TENDER DOCUMENTS	LKR. 5,000/- (non refundable / non transferable) drawn in favour of Lanka IOC PLC payable at Colombo. Tender fee not applicable if downloaded from the www.lankaio.com
8	VALIDITY OF TENDER	120 DAYS
9	VERIFICATION OF ORIGINAL DOCUMENTS	07/ 04/ 2016 & 08/ 04/ 2016
10	NUMBER OF PARTIES TO BE SELECTED	1 NO
11	WORK COMPLETION TIME	2 months

Sealed tenders in two bid system (a) Technical bid with commercial terms and (b) Price Bid are invited from reputed, established and financially sound parties for **SURFACE PREPARATION AND REPAINTING OF FIRE HYDRANT LINES, BASE OIL LINES, PRODUCT LINES AND PIPE RACKS AT TRINCOMALEE TERMINAL**. Parties, meeting the following qualifying parameters as per details mentioned below, only need apply:

QUALIFYING PARAMETERS:

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

SL	QUALIFYING PARAMETERS
1.	Similar works: Value of similar works shall be as per following. 1. 3 similar work orders each of value not less than LKR 6.80 Mil (excluding VAT) OR 2. 2 similar work orders each of value not less than LKR 8.50 Mil (excluding VAT) OR 3. Single similar work order of value not less than LKR 13.60 Million (excluding VAT) in any of the last 5 years ending 29/ 02/ 2016.
2.	Average Annual Financial turnover during last 3 financial years ending 31 st Mar' 2015 ie. 2012-13, 2013-14 and 2014-15 shall be at least LKR 11.30 Million.

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SL	QUALIFYING PARAMETERS
	Note: In case the turnover for any of the above years is not furnished then, the turnover shall be taken as ZERO while computing average turnover.
3	Availability of VAT registration. Proof of only submission of application for VAT registration shall not be considered as valid document.

Definition of Similar works:

Experience in successful completion of “pipeline painting or steel tank painting for petroleum/ chemical industries for pipeline dia of atleast 150mm NB/ tank capacity 25 kl”.

Work Orders for painting of pipelines including fabrication/erection/ laying of pipelines would also be acceptable.

Note:

- Proof of works completed as per qualifying parameters mentioned above shall be supported by copies of work orders, approved drawings, final bill copies/ work completion certificates, etc indicating date of work order, date of completion of works, nature of works and value of works completed etc.
- In case of works taken up prior to the qualifying period (5 years ending 29/ 02/ 2016) are completed during the qualifying period then, the cost of works completed in the qualifying period shall be reckoned for the purpose of qualification. Proof of turn over shall be supported by copies of Profit and Loss account statements, income statements & balance sheet indicating therein Professional receipts.

TENDER FEE:

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

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.**

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BID BOND:

Tenderers are requested to submit bid bond of **LKR. 190,000/-** in the form of Demand Draft/ BG to be issued by any scheduled bank in Sri Lanka in favour of Lanka IOC (as per format attached with this tender). The BG towards bid bond to be issued by the banks should be valid for a period of 4 months (120 days) from the date of opening of technical/ commercial bids.

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.

PROCEDURE FOR SELECTION OF CONTRACTOR:

- 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 given in the Statement of Credentials sheet attached. 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 liable to be put on Holiday List by IOC. Parties who have carried out the work on sub contract basis shall not be eligible to participating in the tender.
- D. Price Bid Opening & Finalisation of parties:** Tenderers are required to quote fixed percentage above or below the rates given in the Price Schedule. Price Bid of only

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technically qualified parties shall be opened, after intimation to successful tenderers. Status of tenderers shall be arrived at based on the price quoted by individual tenderers and arranged from lowest bidder to highest bidder in terms of quotation. In case of identical rates received, parties having higher annual average turnover in the last 3 financial years ie as worked out for qualifying criteria shall get precedence.

The lowest acceptable rate with or without negotiation & accepted by Lanka IOC.

ACCEPTABLE RATES & AWARD OF CONTRACT:

The parties are required to quote their lowest percentage rate (+/-) which will be uniformly applicable on all the items of the attached Schedule of Rates (SOR).

A merit list based on the quoted percentage rate of the bidders in ascending order shall be prepared to decide enlistment.

The **lowest acceptable rate** shall be offered to the parties serially as per the above merit list. The lowest acceptable rate shall be treated as the rate acceptable to Lanka IOC PLC taking into consideration abnormal quotes. In other words, abnormally low & high quotes can be rejected.

LIOC reserves the rights to negotiate with the tenderer. The tenderer shall confirm the negotiation within the stipulated time. If the tenderer fails to comply, LIOC reserves the right to reject the tender at their discretion.

The contract shall be finalized with **maximum of ONE (01) party**.

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

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

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

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

VICE PRESIDENT (ENGG)

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FORM OF TENDER

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

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

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

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

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Signature of Tenderer

in the capacity of and/or duly authorised to sign

this tender for and on behalf of

Signature

Seal & Address

SIGNATURE OF TENDERER

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**APPENDIX TO FORM OF TENDER
Clause**

Amount of Bond Guarantee	10	LKR 190,000.00
Period of Completion from Work order	41	As Stipulated By LIOC
Amount of Liquidated damages	47 (1)	1% per week or part thereof
Limit of Liquidated damages	47 (1)	10% of the Work Order
Amount of bonus (if any)	47 (3)	None
Period of Maintenances	49	01 year
Percentage of adjustment of		
Provisional sums	59 (4) (c)	Ten (10) percent
Mobilization Advance	60 (1)	Nil
Percentage of Retention	60 (4) (a)	Nil
Time within which payment to be made after certificate	60 (7)	21 days

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

on this Day of Two Thousand and Sixteen.

Signature of Tenderer

in the capacity of and/or duly authorized to sign

this tender for and on behalf of

Signature

Seal & Address

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RACKS AT TRINCOMALEE TERMINAL****PUBLIC TENDER (TWO BID SYSTEM)****TECHNICAL BID/ COMMERCIAL BID ABSTRACT
(MUST BE FILLED BY THE TENDERER AND SUBMITTED ALONG WITH TECHNICAL BID)**

SN	DETAILS	IOC's REQUIREMENT	DETAILS FURNISHED BY TENDERER
1	Bid Bond	LKR 190,000/-	
2	a. Mode of bid bond b. Details of bid bond(DD/ BG no; date; Banker)	DD/ Pay Order/ Bankers' cheque/ BG	
3	Value of similar works as per Notice Inviting Tender (Copies of Work order, Work completion certificate, Final bills to be enclosed).	As per NIT	
4	Average Annual Financial turnover	As per NIT	
5	List of clients with WO copies	To be enclosed	
6	Credentials	To be enclosed	
7	Validity of tender	120 Days from date of opening of Technical Bid	
8	Work Completion Period	02 (TWO) MONTHS	
9	Bio data of important persons of the firm	To be enclosed	
10	Type of firm (Company registration certificate)	To be furnished	
11	VAT registration number (VAT registration certificate)	To be furnished	
12	Tender documents have been signed on all pages with seal & submitted	To be confirmed	
13	Equipment questionnaire	Enclose list of equipment proposed to be deployed to site of works	
14	Experience questionnaire	To be furnished.	
15	Confirm that there are no deviations from tender conditions	To be confirmed	
16	Confirm that bid bind instrument is enclosed in technical bid cover	To be confirmed	

SIGNATURE OF TENDERER**SEAL**



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

SIGNATURE OF TENDERER:

SEAL & DATE

ADDRESS

SIGNATURE OF TENDERER

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ABBREVIATIONS & NOTATIONS

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

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

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LIST OF DOCUMENTS REQUIRED IN SUPPORT OF QUALIFYING NORMS

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

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

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

1. ESSENTIAL DOCUMENTS:

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

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

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

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

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

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

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

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v. Party not submitting bid bond.

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

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PARTICULARS OF TENDER FEE

DEMAND DRAFT/ RECEIPT NO:

DATED.....

ON BANK.....

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

PARTICULARS OF BID BOND

DEMAND DRAFT NO:

DATED.....

ON BANK.....

FOR LKR. 190,000/- (BY WAY OF DEMAND DRAFT PAYABLE AT COLOMBO).

OR

BID BOND NO:

DATED.....

ON BANK.....

FOR LKR. 190,000/- BG (AS PER FORMAT ENCLOSED).

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

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RACKS AT TRINCOMALEE TERMINAL**

STATEMENT OF CREDENTIALS

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

General Information

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

- Please attach photocopy of relevant documents(Mandatory).
2. Interested Party should have an average annual Financial Turnover as mentioned in the NIT or above in the last 3 financial years ending 31st March 2015.

Financial Year	Turn Over (LKR)	Remarks
2014 - 2015		Photocopy of audited balance sheet to be submitted. (Mandatory)
2013 - 2014		
2012 - 2013		

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Note: In case of non-submission of balance sheet for any particular FY, the same shall be considered as ZERO for computation of avg. Turn Over.

3. Interested contractors should have successfully completed similar work as mentioned in the NIT.

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

* Please attach separate sheets duly typed incorporating above information

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UNDERTAKING TOWARDS DOCUMENTS SUBMISSION

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

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

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

Signature of the Tenderer/ Authorized Representative

Name & Address: _____

Seal: _____

Telephone Nos.: _____

Date:

Place:

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**DECLARATION FOR DOWNLOADING DOCUMENTS FROM WEBSITE
(To be submitted by tenderers downloading documents from Website)
(To be signed by Power Of Attorney holders)**

I/We hereby declare that:

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

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

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

Name:

Address:

Date:

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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 (Part I & II)

Date :

Place :

**Tenderer's signature
Seal**

DECLARATION - 'B'

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

OR

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

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

Date :

Place :

**Tenderer's Signature
Seal**

DECLARATION - 'C'

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

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

Date :

Place :

**Tenderer's
Signature & Seal**

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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. B S Cant , Chairman LIOC, Director (Marketing) Indian Oil Corporation Limited, Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), <u>Mumbai (India) - 400 051.</u>
02	Mr. P M Mohan , Director LIOC, ED (Pricing), Indian Oil Corporation Limited, (Marketing Division), Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), <u>Mumbai (India) - 400 051.</u>
03	Mr. D K Sharma , Director/ LIOC, ED (Retail Sales) Indian Oil Corporation Limited, (Marketing Division), Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), <u>Mumbai (India) - 400 051.</u>
04	Mr. Shyam Bohra , Managing Director, LIOC, 20 th Floor, West Tower, World Trade centre, Colombo - 01
05	Prof. Lakshman R. Watawala , Director, Lanka IOC PLC, No: 102/ 5, Barnes Place, Colombo - 07
06	Mr. Amitha Goonaratne , Director, Lanka IOC PLC, No 110, Noris Canal Road, Colombo -0 10 , Sri Lanka.

SIGNATURE OF TENDERER

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PROFORMA OF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING

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

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm :

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

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

In the case of Company:

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

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

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

Place :

Signature of Bidder:

Date :

Name of Signatory:

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SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 SECURITY DEPOSIT/ PERFORMANCE BOND:

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

A. INITIAL SECURITY DEPOSIT:

The successful tenderer within 14 days of receipt of acceptance of tender issued by owner shall deposit initial security deposit for an amount of 10% of the contract value in any of the following modes.

- a. Demand draft drawn in favour of LANK IOC PLC payable at Colombo.

OR

- b. Bank Guarantee (as per the format enclosed) valid for a period of 14 months to be submitted prior to commencement of works. The BG shall be subsequently extended for a period to cover 12 months from the date of completion of the works of subject contract. This BG shall be submitted directly by the bankers under their covering letter to the office of LIOC in a sealed cover.

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

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

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

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

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

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

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

8.0 WATER/ AIR SUPPLY:

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

9.0 POWER SUPPLY:

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

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

10.0 CONTRACTOR'S SCOPE OF SUPPLY:

10.1 All materials including cement, sand, bricks, reinforcement, structural steel, consumables, testing appliances, tools and tackles necessary for completing the work shall be procured & supplied by the Contractor at his own cost unless otherwise specified in the schedule. No claim/ delay on this account will be entertained by the LIOC.

10.2 LIOC reserves the rights in selection of best make of materials to be procured by the contractors & contractor shall procure the same only on the approval by site in charge.

11.0 FIRM PRICE:

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

12.0 MEASUREMENTS FOR WORKS/RECORD MEASUREMENTS/ BILLS:

12.1 All the payment for quantities certified in the running account/ final bill shall be as per the details recorded in the standard measurement book of the LIOC and jointly signed by the Contractor/ site engineer of IOC.

12.2 Method of measurement shall be strictly in accordance with the technical specification for this work.

12.3 The payment shall be as per the details entered in the standard Measurement Certificate bills of the LIOC.

13.0 ON ACCOUNT PAYMENTS:

On Account Bills shall be paid for the work done, measured and certified.

14.0 PAYMENT TERMS:

Measure and pay as per works completed. Upto 95% in running bills.

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No advance payment shall be made to any contractor.

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

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

17.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS:

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

18.0 SPECIAL CLAUSE:

The contractor is required to take necessary care to protect to the existing nearby structure while carrying out his scope of work. Any damage caused to other property shall be rectified at his own cost.

19.0 GUARANTEE:

All equipment including components and sub-contracted items should be guaranteed by the Vendor within the defect liability period mentioned in the tender. In the event of any defect in the equipment or workmanship manifesting themselves, the tenderer will replace/ repair the equipment at Vendor's cost and risk on due notice, failing which the rejected equipment will be sent to the Vendor on Freight To Pay basis for free replacement.

The equipment after rectification of defects will be dispatched by the Vendor on 'Freight Paid' basis. Alternatively, IOC reserves the right to have the equipment repaired/ replaced at the locations concerned at the Vendor's risk, cost and responsibility.

20.0 TESTING OF MATERIALS/ WORKS:

20.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.

20.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

20.3 The work is subject to inspection at all times by the Site Engineer/ Engineer-in-Charge/ representatives nominated by LIOC. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical documents and the relevant codes of practice furnished to him during the performance of the work.

20.4 Any work not conforming to the execution drawings, specifications or codes shall be

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rejected forthwith and the contractor shall carry out the rectifications at his own cost.

20.5 All results of inspection & tests will be recorded in the inspection reports, proforma, which will be approved by the Site Engineer/ Engineer-in-Charge. These reports shall form part of the completion documents.

20.6 Inspection & acceptance of works shall not absolve the Contractor from any of his responsibilities under this Contract.

21.0 BILL OF QUANTITIES:

21.1 Bill of quantities are approximate and payment shall be made as per actual certified measurements. The contractor is not entitled for any sort of compensation towards excess materials procured / stored.

21.2 After the placement of the order the successful tenderer shall not be allowed to sublet or assign any part of the work order without LIOC's prior written consent.

21.3 The tender will be considered as a whole for both all items put together as per the price schedule enclosed.

22.0 AUTHORISED REPRESENTATIVE:

22.1 The successful tenderer within 10 days of receipt of acceptance of tender, name an engineer responsible for the job at site on behalf of the contractor. Bidder should give in writing to the LIOC, the name of his authorised and qualified engineer who will supervise the work and shall remain at the site during execution of the job.

23.0 SITE CLEANING:

23.1 The Contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

23.2 Working site should be always kept cleared upto the entire satisfaction of the Engineer-in-Charge. Before handing over any work to owner the contractor in addition to other formalities to be observed as detailed in the document, - shall clear the site to the entire satisfaction of Engineer-in-Charge.

24.0 MISCELLANEOUS REQUIREMENTS:

24.1 It shall be contractor's responsibility to obtain approval for any revision and/or modifications decided by the contractor from the Owner/Engineer-in-Charge before implementation. Also such revisions and/or modification if accepted / approved by the Owner/Engineer-in-Charge shall be carried out at no extra cost to the owner.

24.2 Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data / drawings furnished along with the offer, will be carried out by the contractor at no extra cost to the owner.

24.3 All expenses towards mobilization & demobilization including bringing in equipment,

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clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

- 24.4 It shall be entirely Contractor's responsibility to provide, operate & maintain necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner & complete all jobs as per time schedules.
- 24.5 Preparing approaches and working area for movement and operation of the cranes, levelling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor, at his own cost, may have to build temporary access roads to aid his own work which shall also be taken care while quoting for the work
- 24.6 The procurement and supply in sequence and at the appropriate time of all materials & consumables shall be entirely the Contractor's responsibility. Rates for execution of work will be inclusive of supply of all these items.

25.0 SAFETY:

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

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

- All hot works operations should be carried out under the supervision of our representative and also under the supervision of responsible representative of the contractor.
- All hot work operations should be undertaken only after issue of hot work permits by the location in charge on day to day basis.
- It should be ensured that the tanks, pipes, containers where the hot work is required are gas freed and properly checked to this effect with explosive meters.
- It should be ensured that the surrounding area is free from oil, rags, oil spillage and other sources of ignition and the area is cleaned/ sprinkled with sand or dry earth. It should also be ensured that metallic trays filled with DCP powder are kept for collecting the welding arc/ hot metal cutting.
- 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.
- Match boxes, lighters etc used for hot work should be kept in the custody of the supervisor only.

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- 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 screen wall made of AC sheets to segregate the area to prevent sparks traveling to the hazardous area.
- It should be ensured that no workmen carries match boxes 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 precaution should be taken.
 - Welding sets should be switched off and power mains disconnected. If the connection is taken from a temporary switch board the fuse carriers should be removed and handed over to the supervisor.
 - Gas cylinder and the 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 work men of the contractors should be moved out of the premises.

26.0 SAFETY PRECAUTIONS & HOT WORK:

- 26.1 Contractor shall have to take all safety precaution for carrying out hot work in the premises after obtaining hot work permit from location in charge at his own cost as directed by the Engineer-In-Charge. Necessary safety equipment such as safety belts, helmets and other equipments are to be positioned by the contractor and use as per requirement.
- 26.2 Any casualty or damage caused to property or person by any untoward incidents while executing this contract will be at the contractor's risk and cost.
- 26.4 The contractor shall also abide by hot work permits to be taken on day to day basis from the location as per policy of the LIOC.
- 26.5 The successful tenderer shall be responsible for observance of all conditions as per Appendix III furnished along with GCC with regard to safety.
- 27.0 The tenderers are advised to submit their offer strictly as per the terms and conditions and specifications contained in the tender document and not put forth conditions/ counter conditions. Conditional tenders received subsequent to the pre bid meeting tenders shall render the offer liable for rejection.
- 28.0 Tenderers to note that the rates quoted for items contained in the price schedule shall be inclusive of all the works involved for according all assistance to the LIOC for commissioning the system. It may be noted that commissioning assistance shall be limited to supply of all labour, stud bolts, nuts, washers, gaskets which give way during commissioning.

29.0 MATERIAL WITHOUT APPROVAL

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

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- 29.2 If contractor brings defective/substandard materials at site it shall be the responsibility of the contractor for the removal and disposal of the same at his cost. LIOC shall not entertain any claim for the contractor in this account in case the contractor fails to remove such materials within 15 days after notice in writing to the contractor LIOC reserves the right to dispose such materials at the entire risk and the cost of the contractor.
- 29.3 Work order quantities are approx. and payment shall be made only as per actual measurements. The contractor is not entitled for any sort of compensation towards materials procured /stored in excess of the measured quantity, if any.
- 29.4 Excess quantities over that mentioned in work order or extra item or deviation in work order should not be carried out by the contractor unless he has been asked to do so in writing and if carried out without such written approval the same will be at risk and cost of the contractor.
- 29.5 Detailed measurements of works carried out shall be taken jointly by the contractor and LIOC representative at every stage of work before proceeding to next stage
- 29.6 The entire works shall be carried out under the supervision of the authorized representative of LIOC.
- 30.0 While carrying out the work, extreme care should be taken to ensure the safety of the personnel engaged by the contractor for the work and the men working with other contractor and LIOC personnel. Contractor shall obtain required License from the Labor officer if required as per law before starting the work.
- 31.0 LIOC reserves the right to operate or not to operate any items mentioned in the schedule.
- 32.0 Any additional items of work that become necessary during the course of execution shall be authorized and approved for full details of the work by LIOC representative before execution of the same.
- 33.0 LIOC reserves right to have the choice of the best material which are in the contractor's scope of supply.

**VICE PRESIDENT (ENGG.)
LANKA IOC PLC,**

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

Signature of Tenderer :

Name :

Title :

+

Address :

Date & Seal :

SIGNATURE OF TENDERER

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

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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TECHNICAL SPECIFICATIONS

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**TITLE: SURFACE PREPARATION AND REPAINTING OF FIRE
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RACKS AT TRINCOMALEE TERMINAL****SPECIFICATION FOR BLAST CLEANING & PAINTING OF MILD STEEL PIPELINES/ ALLIED
STRUCTURAL WORK****1.0 GENERAL**

- 1.1 These specifications define basic requirements for painting of mild steel pipelines and allied structural work.
- 1.2 It is deemed that the work shall be carried out by the contractor with the best quality of specified material and workmanship at his own cost.
- 1.3 Adequate numbers of required tools, brushes, blast material, scaffolding, shot/sand blasting equipment, air compressors etc. shall be arranged by the contractor at site.
- 1.4 During storage and application of paints, the paint manufacturer's instructions shall be strictly followed. Particular attention shall be paid to the following:
- Proper storage avoiding exposure and extreme temperature.
 - Specified surface preparation.
 - Mixing and thinning.
 - Application of paints and the recommended time intervals between consecutive paint coats.
- 1.5 Two pack paint system will be mixed by mechanical means. The Engineer-In-Charge may allow hand mixing of small quantities at his discretion.
- 1.6 Painting shall be done only after the mechanical completion and testing on systems are completed.
- 1.7 Following Shall be the colour of finish coats.
- ‘Fire Red’ colour: For painting fire water net work, hydrants monitors, hose boxes etc.
Sky Blue colour: For Base Oil Lines
Aluminium colour: For Product Lines

2.0 SCOPE OF PAINTING

- 2.1 Scope of pipeline painting work covered in the specification shall include:
- Structural steel work, walk ways, pipes supports, ladders etc.
 - All above ground piping and fittings including identification marks).
 - Painting of valves/ strainers/ check valves and fitting of pipeline
 - Identification colour bands and directions on all piping as required.
 - Supply of all primers, paints and all other material required for painting.
 - Coating and wrapping of underground pipelines.

3.0 SURFACE PREPARATION

- 3.1 In order to achieve the maximum durability, one or more of following methods of surface preparation shall be followed before blast cleaning.
MANUAL OR HAND TOOL CLEANING

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This normally consists of hand descaling and/or hammering, hand scrapping and hand wire brushing. Rust, mill scales, weld spatters, old coatings and other foreign matter shall be removed by hammering, scrapping tools, emery paper cleaning, wire brushing or combination of the above methods. On completion of cleaning, loose material shall be removed from the surface by clean rags and the surface shall be brushed swept, re-dusted and blown off with compressed air to remove all loose matter. For repainting of existing tanks, Non ferrous tools should be used for cleaning.

MECHANICAL OR POWER TOOL CLEANING

Power tool cleaning shall be done by mechanical striking tools, chipping hammers, grinding wheels or rotating steel wire brushes. Excessive brushing of surface shall be avoided as it can reduce paint adhesion. On completion of cleaning, the detached rust, mill scale etc. shall be removed by clean rags and / or washed by water or steam and thoroughly dried with compressed air jet before application of paint.

BLAST CLEANING

- The sand / shots used for blasting shall be free from moisture, salt. Sand size should be 16 mesh to 30 mesh in order to have surface profile range 55-65 microns.
- Size of abrasive: 16 - 30 mesh. The particle should pass through 100 % when sieved with 16 mesh and nothing to pass through when sieved with 30 mesh i.e. size below 16 & above 30 mesh are not recommended.
- Shape of abrasive: Sharp, semi-sharp, spherical or near spherical. Semi-sharp means, some sharp as well as round edge in one particle grit.
- The total surface shall then be blast cleaned to Swedish Standard SA 1/2.
- The blasting has to be carried out at a pressure of 7 kg / sq. cm.at the nozzle tip. Compressed air is to be free from moisture and oil.
- On completion of blasting operation, the blasted surface shall be made clean and free from any dust and scale or rust and must show a grey white metallic lustre as demonstrated in SA2 1/2.
- Blast cleaning shall not be done in bad weather without adequate protection or when there is dew on the metal which is to be cleaned or humidity exceeding 85%. Surface profile shall be uniform to provide good key to the paint.
- Primer or first coat of paint shall be applied within 4 hours of sand blasting or as directed by Engineer-In-Charge depending on weather conditions.

4.0 APPLICATION OF PRIMER AND PAINT

- Before application of primer, the surface shall be cleaned of dust etc.All paints shall be thoroughly stirred up prior to and during their application.
- Application of coats shall not be carried out if the atmospheric temperature is less than 5°C or if the temperature exceeds 40°C in the shadow, 50°C due to the influence of sun or if relative humidity exceeds 85% or in case of adverse weather conditions like rain, fog, dust storm etc.
- Coating media shall be applied in uniform thickness. All slots, recesses, grooves, corners, angles and interstices shall be covered by paint. Sag and runs shall be distributed or removed and new paint shall be applied uniformly.
- Paint containers shall be opened only prior to utilisation and shall be carefully closed immediately after withdrawal of paint. Expiry date of the paint should be checked before opening the container. Paint, which have become unserviceable during

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storage, shall not be applied. All painting material shall be kept in weather proof barracks and shall be kept cool and dry.

- Irrespective of the method of surface preparation, the first coat of primer must be applied on dry surface. This should be done immediately and in any case within 4 hours of cleaning of surface. Sweet blasting of the blasted surface should be carried out in case of more than 4 hours delay in painting.
- The brushes will conform to IS:384 or equivalent. The width of the brushes shall not be more than 15 cms.
- Paint shall be applied by brush/conventional spray/ airless spray. During spraying the paint shall be maintained thoroughly mixed in the spray gun.
- Contractor shall obtain approval for specification for spraying installation concerned, the type of equipment, nozzle diameter, pressure setting etc. The paint shall be sprayed uniformly. Surfaces impossible to be coated by spraying must be painted by brush.
- Painting work shall be done in day time only preferably between 9AM to 5PM.
- Successive coats in paint system shall be slightly different in shade for easy identification. Shade of each coat shall be decided by Engineer-In-Charge.

5.0 Lettering, painting directional signs and relevant data shall be painted in suitable size as directed by Engineer in Charge.

6.0 INSPECTION AND TESTING

- Required painting materials for application shall be procured directly from manufacturers as per specification. Manufacturer's test certificates for every batch should be submitted to Engineer-in-Charge without which paints will not be accepted.
- Engineer-in-Charge at his discretion may call for tests for paint formulations. Contractor shall arrange to have tests performed including batch wise test of wet paints for physical and chemical analysis at no extra costs to the LIOC.
- The painting work shall be subject to inspection by Engineer-in-Charge at all times. Following aspects will be considered during inspection and contractor shall offer the work for inspection and approval of Site Engineer before proceeding with the next stage. The record of inspection shall be maintained in the registers. Stages of inspection are as follows
 - Surface preparation
 - Primer Application
 - Each coat of paint
- Any defect noticed during the inspection is to be rectified by the contractor to the satisfaction of Engineer-in-Charge proceeding further.
- Irrespective of the inspection, repair and approval at intermediate stages of work, contractor shall be responsible for making good any defects found during the final inspection/guarantee period/defect liability period as defined in general condition of contract.
- Dry film thickness (DFT) shall be checked and recorded after application of each coat and extra coat of paint should be applied to make up the DFT specified without any extra cost to the LIOC.
- The contractor has to position an ELCOMETER at site for checking the paint thickness by the site engineer.
- The contractor shall arrange and keep Holiday Detector at site.

7.0 PAINTING FOR CIVIL DEFENCE REQUIREMENTS

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7.1 Two coats of selected finishing paint as per defense requirements shall be applied wherever specified in a camouflaging pattern and as per instructions of Engineer-in-Charge.

- Disruptive painting for camouflaging shall be done in three colours in the ratio of 5:3:2 (all Matt finish).
- The patches should be asymmetrical and irregular.
- The patches should be inclined at specified angle to horizontal.
- The patches should be continuous where two surfaces meet at an angle.
- The patches should not coincide with corners.
- Slits and holes are to be painted in dark shades.
- Width of the patches should be 1 to 2 metres.

8.0 PAINTING SPECIFICATIONS

In the case of surface preparation, wherever blasting to SA 2 ½ is recommended, maximum peak of surface profile should be less by 5-10 micron from the primer DFT. Repainting of existing pipelines shall be by mechanical cleaning by wire brushing followed by application of paint.

Material Specification

A) SAND/GRIT

The sand/grit used for Blasting shall be free from moisture, impurities salt and shall have a maximum particle size of not more than passing through a 500 micron mesh (IS.)

B) BRUSHES

The brushes used in painting shall conform to IS : 384 or equivalent

C) PRIMER COAT

The primer used must provide good protection against corrosion and shall leave a tough adherent film which will form a suitable base for the following coats. It shall conform to given specifications.

D) FINISH COAT

The finish coats shall conform to given specifications.

E) FIRE RED PAINT

The fire red paint shall be used for painting over surface of fire water pipelines

F) Only superior grade paints of approved make and quality and conforming to given specification shall be used. Contractor shall obtain approval from site engineer in writing before procurement of primer/paint etc. and shall obtain approval from site in sealed and unopened condition for inspection and approval of engineer-in-charge.

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SPECIFICATION OF PAINTS FOR EXTERIOR SURFACES OF PIPELINE & STRUCTURAL PAINTING:

SN	DESCRIPTION	NO OF COATS	DFT (microns)
1	Surface Preparation	SSPC SP2 Wire brush / Power Tool cleaning	
2	PRIMER : two pack high build, modified aluminium epoxy mastic coating Intergard 256 of M/s. Akzo Nobel or Jotumastic 80 M/s. Jotun Paints or equivalent	TWO COATS	130 x 2 = 260
3	FINISH : two pack aliphatic acrylic polyurethane finish paint Interthane 990 of M/s. Akzo Nobel or Hardtop XP (Polyurethane) of M/s. Jotun Paints or equivalent	ONE COAT	60
	TOTAL THICKNESS OF THE PAINTING SYSTEM MICRONS)		320
	Note: Required thinner as per manufacturer's recommendations to be used. Specific paints are to be approved by LIOC prior to application. Application of paints shall be through Airless spray.		

Finish coat color to be adopted same as existing i.e

For Fire hydrant lines: Fire Red

For Base Oil lines: Sky blue

For Petroleum Product Lines: Aluminium

9.0 PAINT MANUFACTURERS

9.1 An indicative list given below of paint manufactures whose product conforming to the respective qualities specified herein may be considered for use. However, site engineer reserves the right to reject any material of these manufacturers which do not confirm to the specifications

- M/s Asian Paints India Ltd.
- M/s Bombay Paints Ltd
- M/s Berger Paints India Ltd
- M/s Kansai Nerolac Paints Ltd
- M/s PPP Sigma Kalon Paints
- M/s Jenson & Nicholson India Ltd
- M/s Akzo Nobel Paints
- M/s Shalimar Paints Ltd.
- M/s. Jotun India Pvt Ltd

SPECIFICATIONS FOR PAINTS

Primers

EPOXY MASTIC COATING PRIMER -

This is a two pack high build, modified aluminium epoxy mastic coating possessing self priming properties and good adhesion to even rusted steel or aged paints. The coating is tolerable to under prepared surfaces.

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Application	:	Spray (airless/air)
Dry film thickness per coat	:	175 microns
Theoretical coverage	:	5 sq.m/litre
Re-coating time	:	24 hours (min.)
Volume of Solids	:	80 + 2
(As per the ASTM D520 - Spherical size)	:	12 months under sealed conditions
Storage life	:	

Finish Paints

TWO PACK ALIPHATIC ACRYLIC POLYURETHANE FINISH PAINT

Part A and Part B are to be mixed together to form a pigmented polyurethane paint in suitable proportions as recommended by manufacturer.

Part A consists of polyacrylate polyol with appropriate pigments, extenders, solvents and additives. Part B consists of an aliphatic poly isocyanate with appropriate solvents and additives.

Volume solids	:	45%
Main pigment	:	Rutile TiO ₂ (min.80% w/w on total pigment weight) and extenders with other suitable pigments to get the desired colour
Colour	:	As desired
Pigment volume concentration	:	15-20%
Application	:	Brush or spray
Dry film thickness per coat	:	30-35 microns
Theoretical coverage	:	11-13 sq.m/litre
Drying time	:	Surface dry 1 hr. Full cure 7 days.
Storage life	:	3 months under sealed conditions

LIST OF APPROVED MAKES FOR MATERIALS

NOTE: Tenderers to note that the materials to be procured and supplied as part of the tender invited shall be strictly in accordance furnished in the specifications. The successful tenderer to obtain prior permission of LIOC and get the approvals for all items before positioning the materials.

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FORM OF AGREEMENT

LIOC PLC

FORM OF AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSED as follows: -

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

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- (4) The Employer shall pay the Contractor the Contract price at the times and in the manner described by the aforesaid Schedule of payments. In consideration of the execution, completion and maintenance of the works aforesaid.

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

ON BEHALF OF EMPLOYER

ON BEHALF OF CONTRACTOR

.....

.....

.....

.....

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

Witnesses

(1)

(2)

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CONDITIONS OF CONTRACT PART I

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CONDITIONS OF CONTRACT PART I

L IOC PLC

CONDITIONS OF CONTRACT PART I

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

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

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

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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

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.

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(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) Special terms & conditions
- (c) Part I of these Conditions
- (d) Part II of these Conditions
- (e) Tender schedule (Bills of Quantities)
- (f) Specifications
- (g) Any other document forming part of the contract.

CLAUSE 9 : Contract Agreement

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

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

CLAUSE 10 : Performance Bond

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

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

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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:

“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:-

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"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

24.1.1.1 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:

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: -

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

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

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

60(1) - Deleted-

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

- i. Steel
- ii. Aluminium components

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

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

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

“Fourteen (14)”

CLAUSE 65

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

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

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

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

CLAUSE 66

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

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

67. - Deleted-

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

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

“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.

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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**TITLE: SURFACE PREPARATION AND REPAINTING OF FIRE
HYDRANT LINES, BASE OIL LINES, PRODUCT LINES AND PIPE
RACKS AT TRINCOMALEE TERMINAL**

FORMAT FOR BID BOND BY BANK GUARANTEE

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

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

Sealed with our respective seals atand dated thisday of20...

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

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

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

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

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

(OR)

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

(OR)

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

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

IT IS HEREBY expressly agreed that any intimation to the surety of the extension of the period of
validity of the bond shall be deemed to have been received by him if communicated to him by

SIGNATURE OF TENDERER

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registered post or delivered personally at the office of the said surety on or before the date of expiry of the validity of the bond for the time being in force.

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

* The common seal of the saidis affixed hereto at on this day of20..

+ In witness whereof the saidhas set his/their hand /hands to these presents aton thisday of20..

.....
Bidder

The common seal of the

Is affixed hereto aton this

Day of20..

WITNESSES :

1. Signature :

Name :

Address :

2. Signature :

Name :

Address :

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

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

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FORMAT OF BG FOR SECURITY DEPOSIT/ PERFORMANCE BOND

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

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

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

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

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

Date at this day of
FOR

Sgd.....

Sgd
(Accountant)

SIGNATURE OF TENDERER

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(Manager)

WITNESS

1.....

2.

DATE:.

SIGNATURE OF TENDERER

SEAL