

NAME OF TENDER:

**PROVISION OF FALL
ARRESTOR SYSTEM IN TLF
GANTRIES AT LIOC
TERMINAL TRINCOMALEE**

Tender No :	LIOC/ENG/PT/03/2017-18
Due Date &Time :	16.06.2017 @ 10:30 Hrs

TECHNICAL/ COMMERCIAL BID



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TITLE: PROVISION OF FALL ARREST SYSTEM IN TLF GANTRIES AND
CALIBRATION TOWER AT LIOC TERMINAL TRINCOMALEE

REF: LIOC/ ENG/ PT/ 03/ 2017-18

DATE: 19/ 05/ 2017

M/S. _____

Dear Sirs,

**SUB: PROVISION OF FALL ARREST SYSTEM IN TLF GANTRIES AND CALIBRATION TOWER AT
LIOC TERMINAL TRINCOMALEE**

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	Technical Specification
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 **16/ 06/ 2017 at 10:30 hrs.** Offer may please be dropped in Engineering tender box kept in our office at address given below.

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

- 3.0 Bid Bond: The bid bond for **LKR 38,370.00** 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 2,500.00** by 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 2,500/- 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 SR. VICE PRESIDENT (ENGG)

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NOTICE INVITING TENDER (PRESS NOTICE)



NOTICE INVITING TENDER

Tender no: LIOC/ ENG/ PT/ 03/ 2017- 18

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
PROVISION OF FALL ARRESTOR SYSTEM IN TLF GANTRIES AT LIOC TERMINAL TRINCOMALEE COST OF TENDER: LKR 2,500/- (NON REFUNDABLE) [BY DEMAND DRAFT ONLY (DRAWN IN FAVOUR OF LANKA IOC PLC PAYABLE AT COLOMBO)]	19/ 05/ 2017 From 0900 Hrs To 15/ 06/ 2017 Upto 1700 Hrs	ASST MANAGER (ENGG) TEL: 011 2475720 Email: sarawanakanth@lankaiooc.com

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

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1	Name of work	:	PROVISION OF FALL ARRESTOR SYSTEM IN TLF GENTRIES AND CALIBRATION TOWER AT LIOC TERMINAL TRINCOMALEE
2	Place of Work	:	LIOC OIL TERMINAL, TRINCOMALEE, SRI LANKA
3	Tender Ref	:	LIOC/ ENG/ PT/ 03/ 2017 - 18
4	Tender Fee	:	LKR 2,500/- (non refundable / non transferable) Demand draft drawn in favour of Lanka IOC PLC payable at Colombo. Tender fee not applicable if downloaded from the www.lankaio.com
5	Bid Bond	:	LKR 38,370.00 (By way of DD or BG as per format)
5A	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.
6	Sale Of Tenders (between 0900 Hrs to 1700 Hrs on working days)		
	a) Starts On	:	19/ 05/ 2017 at 0900 Hrs
	b) Closes On	:	15/ 06/ 2017 at 1700 Hrs
7	Pre Bid Meeting	:	Pre-bid meeting to be held at LANKA IOC PLC, TRINCOMALEE OIL TERMINAL, CHAINA BAY, TRINCOMALEE On 07/ 06/ 2017 @ 1000 HRS.
8	Tender Submission Address	:	SR. VICE PRESIDENT (ENGG), LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01, SRI LANKA
9	Due Date And Time	:	
	a) Submission Of Tenders	:	16/ 06/ 2017 @ 1030 HRS
	b) Opening Of Tenders (Technical Bid Only)	:	16/06/ 2017 @ 1030 HRS
10	Verification Of Original Documents	:	19/ 06/ 2017 & 20/ 06/ 2017
11	Work Completion Time	:	08 Weeks
12	Number of parties to be selected	:	1 NO
13	Security Deposit	:	Security Deposit of 10% to be submitted along with Purchase Agreement by way of DD or BG (as per attached format)

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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 **PROVISION OF FALL ARREST SYSTEM IN TLF GANTRIES AND CALIBRATION TOWER AT LIOC TERMINAL TRINCOMALEE**. 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 1.53 Mil (including VAT) OR 2. 2 similar work orders each of value not less than LKR 1.92 Mil (including VAT) OR 3. Single similar work order of value not less than LKR 3.07 Million (including VAT) in any of the last 5 years ending 31/ 03/ 2017 .
2.	Average Annual Financial turnover during last 3 financial years ending 31 st Mar' 2016 ie. 2013-14, 2014-15 and 2015-16 shall be at least LKR 1.15 Million . 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	Business Registration and VAT registration certificates. Proof of only submission of application for VAT registration shall not be considered as valid document.

Definition of Similar works:

- a. Experience in successful completion of Supply, installation, testing, commissioning & customization of fall arrestor system.

Note:

- b. 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.
- c. In case of works taken up prior to the qualifying period (5 years ending 31/ 03/ 2017) 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.

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CONSORTIUM PARTIES

Bidding by Consortium parties also permissible including foreign partners. Any of the consortium partners shall be able to individually meet one or more of the Pre Qualifying conditions mentioned above. However, the lead partner must necessarily meet atleast one of the Qualifying parameters.

In case of one or more of the Consortium partners being a foreign entity, the Lead Partner must be a local firm only and lead partner shall provide with Business Registration and VAT registration certificates.

However any of the other Consortium Partner/ Partners shall be able to individually meet other Pre Qualifying condition so that Consortium Partners shall be fulfill all above PQ criterion.

Under the statement of credentials name of all partners in case of consortium and also the name of the lead partner shall be clearly indicated. All the payments shall be released to the Lead partner in local currencies.

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 2,500/-** 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 2,500/- 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 38,370.00** 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. **Pre-bid meeting:** Pre-bid meeting minutes shall form a part of this tender document.
- B. **Submission of Documents towards qualifying parameters:-** Tenderer will be required to fill in and enclose documents in support of qualifying parameters together with relevant documents as given in the Statement of Credentials sheet attached. OFFER OF THOSE TENDERERS NOT ENCLOSING ALL RELEVANT DOCUMENTS TOWARDS QUALIFYING PARAMETERS ARE LIABLE FOR REJECTION
- C. **Verification of Original Documents:** Tenderers are required to report on the specified dates mentioned in the tender along with all original documents, copies of which have been submitted with the Technical Bid towards qualification. No separate communication will be issued to tenderers in this regard. The Bids of the Tenderers who do not report for verification of original documents on date mentioned may be summarily rejected.
- D. **Technical Qualification:-** Tenderer will be considered as technically qualified based on meeting qualifying parameters and after verification of original documents towards the

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

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

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

SENIOR 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.

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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 seventeen.

Signature of Tenderer

in the capacity of and/or duly authorised to sign

this tender for and on behalf of

Signature

Seal & Address

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APPENDIX TO FORM OF TENDER
Clause

Amount of Bond Guarantee	10	As per NIT
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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SN	DETAILS	LIOC's REQUIREMENT	DETAILS FURNISHED BY TENDERER
1	Bid Bond	LKR 38,370.00	
2	a. Mode of bid bond b. Details of bid bond(DD/ BG no; date; Banker)	DD/ 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	18 Weeks	
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	
17	Confirm that the Price bid does not contain any condition	To be confirmed.	

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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.	

*** Please write `Confirmed' after ensuring that all requirements as above are complied.**

SIGNATURE OF TENDERER:

SEAL & DATE

ADDRESS

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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. LIOC 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 2013-14; 2014-15 & 2015-16. 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.

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- iv. Tenderer submitting fabricated/false/ forged documents along with tender documents.
- v. Party not submitting bid bond.

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

SR. VICE PRESIDENT (ENGG)

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PARTICULARS OF TENDER FEE

DEMAND DRAFT NO:

DATED.....

ON BANK.....

FOR LKR. 2,500/- (BY WAY OF DEMAND DRAFT PAYABLE AT COLOMBO).

PARTICULARS OF BID BOND

DEMAND DRAFT NO:

DATED.....

ON BANK.....

FOR LKR. 38,370.00 (BY WAY OF DEMAND DRAFT PAYABLE AT COLOMBO).

OR

BANK GARNATEE NO:

DATED.....

ON BANK.....

FOR LKR. 38,370.00 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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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
2015 - 2016		Photocopy of audited balance sheet to be
2014 - 2015		

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Financial Year	Turn Over (LKR)	Remarks
2013 - 2014		submitted. (Mandatory)
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. N Y N Ramsai , Director LIOC, ED (Finance), 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.

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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 15 months to be submitted prior to commencement of works. The BG shall be subsequently extended for a period to cover 12 months from the date of completion of the work. 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.

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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 SUPPLY:

8.1 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:

9.1 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 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.**

11.0 MEASUREMENTS FOR WORKS/RECORD MEASUREMENTS/ BILLS:

11.1 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 LIOC.

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

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

12.0 PAYMENT TERMS:

12.1 Measure and pay as per works completed. Mention in payment schedule.

No advance payment shall be made to any contractor.

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12.2 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.

12.3 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.

13.0 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.

14.0 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.

15.0 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, LIOC reserves the right to have the equipment repaired/ replaced at the locations concerned at the Vendor's risk, cost and responsibility.

16.0 TESTING OF MATERIALS/ WORKS:

16.1 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.

16.2 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.

16.3 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

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technical documents and the relevant codes of practice furnished to him during the performance of the work.

16.4 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectifications at his own cost.

16.5 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.

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

17.0 BILL OF QUANTITIES:

17.1 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.

17.2 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.

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

18.0 AUTHORISED REPRESENTATIVE:

18.1 The successful tenderer within 14 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.

19.0 SITE CLEANING:

19.1 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.

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.

20.0 MISCELLANEOUS REQUIREMENTS:

20.1 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

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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.

- 20.2 Any changes required during and/or after approval for detailed construction drawings/documents 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.
- 20.3 All expenses towards mobilization & demobilization including bringing in equipment, 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.
- 20.4 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.
- 20.5 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
- 20.6 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.
- 21.0 **SAFETY:**
- 21.1 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.
- 21.2 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.

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- 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.
- 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.

22.0 SAFETY PRECAUTIONS & HOT WORK:

- 22.1 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.
- 22.2 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.
- 22.3 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.

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- 22.4 The successful tenderer shall be responsible for observance of all conditions as per Appendix III furnished along with GCC with regard to safety.
- 22.5 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.
- 22.6 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.
- 23.0 **MATERIAL WITHOUT APPROVAL**
- 23.1 Any material brought without prior written approval, shall be entirely at the risk and cost of the Contractors.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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
- 23.6 The entire works shall be carried out under the supervision of the authorized representative of LIOC.
- 24.0 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.

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- 25.0 LIOC reserves the right to operate or not to operate any items mentioned in the schedule.
- 26.0 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.
- 27.0 LIOC reserves right to have the choice of the best material which are in the contractor's scope of supply.

**SR. 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:

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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.

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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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SCOPE OF WORK & DESCRIPTION

1.0 INTRODUCTION

- 1.1. This tender has been floated for the supply and installation of Fall Arrest System in Tank Lorry Filling Gentries and calibration tower at LIOC Terminal Trincomalee
- 1.2. The detailed scope of supply is mentioned under each technical portion of tender document and standard specifications. The scope of supply (includes testing, erection & commissioning, warranty & AMC) in brief, as given here below, shall be read in conjunction with the scope of supply under various sections of the tender document.
- 1.3. Scope of supply of the items as specified under this tender is applicable for the location. However, reserves the right to place order on part of the work from total scope of work. All necessary tests shall be conducted by the bidder to determine whether the equipment with auxiliaries offered conform to the relevant standards and specifications as listed in this tender. Such tests shall be conducted after arranging the equipment in a manner representative of actual service conditions at the site and the external component and fittings in places which are likely to affect the performance.
- 1.4. Compliance with this specification will not relieve the bidder of his responsibility for supplying the equipment / item of proper design, material and workmanship to meet the specified operating requirements and also proper workmanship and performance of the facilities under the contract.

2.0 APPLICABLE CODES AND STANDARDS

- 2.1. The design, fabrication, assembly, inspection, testing, painting & supply and shipment of **Fall Arrest System** shall be in accordance with the latest edition of codes, specifications and standards (including standards / specification mentioned therein) listed in this tender.
- 2.2. The successful bidder shall execute the order based on the detailed Technical Specification and Data Sheets for each of the items specified elsewhere in the tender document.

3.0 INSPECTION AND TESTING

- 3.1. All the equipments / items under bidder scope of supply shall be shop tested according to the relevant standards. All the certificates shall be accompanied with the materials being dispatched to respective sites.
- 3.2. All the items under the scope of supply of this tender shall be inspected by TPI (to be appointed by the bidder from approved TPI list). The bidder shall furnish in his offer the detailed QAP / TPI. Bidder shall arrange all facilities required during inspection and testing at his own cost.
- 3.3. The vendor shall refer the scope of TPI / QAP provided along with the specification for each item.
- 3.4. All BIS approved items shall carry BIS stamping. The qualified bidder shall submit the copy of valid standard licence wherever applicable.
- 3.5. The vendor shall provide the necessary drawings, valid certificates like UL listing / FM / VDS / EN approvals and marking of offered Safety Harness Equipment / Fall Arrestor System.

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3.6. The Fall Arrest System should have a valid ATEX certification for use of equipments in an explosives atmosphere.

4.0 SCHEDULE OF QUANTITIES

Important information to be read along with Schedule of Quantities

Fall Arrest System for each Bay of Tank Lorry Filling Gantry (TLF Gantry) and Calibration Tower shall comprise of the following:-

SN	Item Description	UNIT	Quantity
1	Openable Carriage	Each	1
2	Cable Extremity	Each	1
3	Universal Extremity Plate (Set of 2)	Each	1
4	Shock Absorber	Each	1
5	Tensioner	Each	1
6	SS Wire Rope (8mm)	Meter	11
7	Full Body Harness (Anti-Static)	Each	1
8	Retractable Fall Arrestor with SS wire rope with Karabiner	Each	1

Note:

The above requirement is typical and vendor shall provide any additional quantities or any additional items required for efficient working of the system at no extra cost. The vendor may also provide a design with unequal or different segment lengths, which will be subject to approval by LIOC or its Consultant.

The complete Fall Arrestor system (conforming to the EN or equivalent American international standard) is to be purchased either from the original manufacturer (OEM) or their authorised dealer / supplier / distributor only.

Also, the complete Fall Arrestor system shall be installed / tested & commissioned by the original manufacturer (OEM) or their authorised dealer / supplier / distributor or under their supervision only.

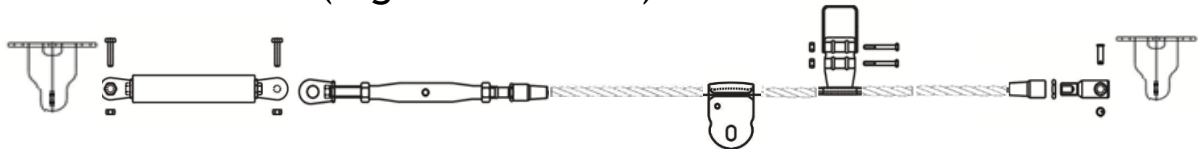
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TYPICAL INDICATIVE ARRANGEMENT ALONG WITH TECHNICAL SPECIFICATIONS OF THE COMPONENTS IS ENCLOSED AND SHALL BE READ IN CONJUNCTION WITH JOB SCHEDULE.

Anchorage

Horizontal life Line(Rigid cable lines)



Over the head application

- Universal extremity plate
- Shock absorber
- Tensioner
- Cable
- Intermediate
- End extremity
- Carriage Body
- Retractable fall arrestor



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1.0 AVAILABILITY OF UTILITIES

- 1.1. Before quoting for this tender, the contractor is advised to visit site to get himself acquainted with prevailing site conditions i.e. availability of water, power, approach road etc. The contractor shall be entirely responsible for provision of all such utilities. No delay shall be entertained on this account.
- 1.2. The contractor may have to arrange temporary power connection from the local Electric Supply Authority by his own effort and cost. Alternatively contractor shall have to carry out the work with his own DG sets at no extra cost.

2.0 DRAWINGS & DESIGN REQUIREMENTS

- 2.1. The drawings/documents supplied by the LIOC showing fabrication details are indicative and for general guidance only. Depending on the requirements & availability, it may be necessary to change the material before commencement of work or during the process of work. Contractor shall have no extra claim on account of such changes and shall agree to accept final measurement of the finished job without any allowance whatsoever.
- 2.2. The fabrication drawing shall be prepared by the Contractor with minimum of wastage and subject to the requirements laid down in LIOC's standard drawings and as applicable standard. The drawings shall be approved by LIOC before commencement of work.

3.0 ERECTION & FABRICATION

- 3.1. The scope of work under erection and fabrication services of the contract shall include supply of all materials required for the entire work receipt, movement, handling and storage of all materials. It also includes supply, transportation, fabrication, erection, alignment, welding and testing of all appurtenances and accessories and other instruments as specified in the tender documents
- 3.2. The fabrication and erection works shall be carried out by CONVENTIONAL METHOD ONLY in accordance with tender specifications and drawings to be prepared and furnished by contractor for LIOC's approval before commencement of work.
- 3.3. The suitability and capacity of all plants and equipment used for erection shall be to the satisfaction of the Site Engineer/ Engineer-in-Charge.
- 3.4. All structural materials should be so stored & handled at the site that the members are not subjected to excessive stresses and damage.
- 3.5. During erection, the steel work shall be securely bolted or otherwise fastened and wherever necessary properly braced to provide for all loads to be carried by the structure during erection including load of equipments.
- 3.6. No permanent bolting or welding should be done until proper alignment is obtained.

4.0 PRECAUTIONS IN FABRICATION AT EXISTING LOCATIONS

- 4.1. No hot work is permitted without issuance of hot work permit by location incharge.

For undertaking fabrication work in existing depot/ terminal, fire screen shall have to be provided on temporary basis. The temporary fire screen shall be of specified design & using suitable steel section or steel tubular structure frame and GI corrugated sheets as per the requirements at site. Adequate structural stability shall be envisaged against

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maximum wind pressure at the location including winds of short duration as specified in IS : 875 as well as dead loads etc.

- 4.2. The fire screen supporting structures foundations should be adequately designed to avoid settlement and overturning etc. Since the screen is required to protect the adjoining tanks during the hot work to be carried out on the construction, no holes, opening shall be permitted in the fire screen.
- 4.3. Fire screen design shall be got approved from Site Engineer/ Engineer-in-Charge before its erection. Any damage, losses caused to the LIOC's property due to failure of the screen, shall be borne by contractor. He shall have to replace /repair the damaged items at no extra cost to the LIOC. The fire screen shall be dismantled and taken away by the contractor immediately after completion of work & shall remain contractor's property.

5.0 INSPECTION

- 5.1. Engineer-in-Charge or his authorized representative or third party appointed by LIOC shall have free access at all reasonable time to inspect those parts, at the manufacturer's works, which are connected with the fabrication of the steel structural work and shall be provided all reasonable facilities for his inspection / satisfaction that fabrication is being undertaken in accordance with the provisions of this contract.
- 5.2. Items shall be inspected at site/at the place of manufacturer prior to its dispatch. All the Mill TC/ manufacturer's TC shall be verified by Site Engineer/ Engineer Incharge or his authorised representative. Material brought by contractor shall be checked / tested in a different laboratory at the discretion of site Engineer.
- 5.3. Should any structure or part of a structure be found not to comply with any of the drawings/documents and specifications it shall be rejected. No structure or part of the structure once rejected shall be resubmitted for test except in cases where the LIOC considers the defect as rectifiable.
- 5.4. Defects which may appear during fabrication shall be made good by the contractor according to the procedure laid down by the LIOC.

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**MATERIAL SPECIFICATIONS****1.0 STRUCTURAL SECTIONS**

- a. Structural steel will conform to IS:808 latest Edition.
- b. Structural steel sections will be of SAIL/ ISSCO/Vizag Steel/TISCO makes. The angles upto 50 x 50 mm , flats and square bars can be of approved make as listed in the contract and same shall be got approved from site engineer before purchase/use.
- c. Sectional weight will be considered for payment purposes.

2.0 WELDING ELECTRODES

Manual arc welding electrodes shall conform to E-7018-1 classification series in the latest edition America Welding Society, AWS A 5.1 "Carbon Steel covered Arc Welding Electrodes".

3.0 WELDING REQUIREMENTS**3.1 WELDING**

Welding of steel plates and related accessories shall be carried out conforming to the requirements of various para in this chapter.

3.2 WELDING RESPONSIBILITY

The contractor is responsible for the welding done by welders employed by him. Engineer-In-Charge shall conduct the tests required to qualify welding procedures, and to qualify the welders and if, necessary re-qualify welders and welding operators.

4.0 WELDING QUALIFICATIONS**a. QUALIFICATION REQUIREMENTS**

Qualification of the welding procedures to be used and of the performance of welders and welding operators shall conform to the requirements of the ASME Section IX and API 650, section 7.

b. PROCEDURE QUALIFICATION BY OTHERS

Engineer-In-Charge is responsible for qualifying any welding procedure that will be used. Welding procedures qualified by others may be used, subject to the specific approval of the Engineer-in-Charge / Inspector provided that the following conditions are met.

- (i) The proposed Welding Procedure Specification (WPS) has been prepared, qualified and executed by responsible, recognized organization with expertise in the field of welding and
- (ii) The Contractor has not made any change in the welding procedure.
- c. The impact testing is generally not required.
- d. The material is to be welded are in the thickness range between 5 mm to 40 mm. Therefore Post weld heat treatment is not required.

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- e. The design pressure is atmospheric and the design temperature is in the range - 40 deg C to 50 deg. C
- f. The welding process is SMAW or GTAW or a combination thereof.
- g. Welding electrodes for the SMAW process shall be E 70 classification series (E -, 7018 and E 7018-1 in AWS A 5.1).
- h. The contractor accepts written responsibility for both i.e. the Welding Procedure Specifications (WPS) and the Procedure Qualification Record (PQR).
- i. The contractor has at least currently employed welder or welding operator who has met with the following requirements.
 - While in employment, the welder has satisfactorily passed a performance qualification test using the procedure and the P-Number material specified in the WPS.
 - The performance bend test required by ASME Section IX QW-302 shall be used for this purpose

5.0 PERFORMANCE QUALIFICATION BY OTHERS

- a. Site Engineer may accept a performance qualification made by certified agencies with the specific approval of the Engineer-In-Charge.
- b. The Contractor shall obtain a copy from the certified agencies of the performance qualification test record & submit the same to Engineer-In-Charge with specific recommendation & approval of Inspector with the following details.
 - i. The name of the agency.
 - ii. The name of the welder or welding operator.
 - iii. The procedure identification.
 - iv. The date of successful qualification.
 - v. The data that Individual last used the procedure on tank fabrication.

6.0 QUALIFICATION RECORD

The Contractor shall maintain a self-certified record, available to the Engineer-In-Charge and the Inspector. The records will have the following details:

- a. The procedure used.
- b. The welders and welding operators employed showing the date and results of procedure and performance qualifications
- c. The identification symbol assigned to each welder and welding operator.

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7.0 WELDING MATERIALS

a. FILLER METAL

- i. Filler metal shall conform to the requirements of ASME Section IX.
- ii. A filler metal, not yet incorporated in ASME Section IX may be used with LIOC approval, if a procedure qualification test is first successfully made

8.0 PREPARATION FOR WELDING

8.1 CLEANING

- a. Internal and external surfaces to be thermally cut or welded shall be clean.
- b. They will be free from paint oil rust scale and other material that would be detrimental to either the weld or the base metal when heat is applied.

8.2 END PREPARATION

- a. End preparation is acceptable only if the surface is reasonably smooth and true, and slag from oxygen or arc cutting is cleaned from thermally cut surfaces.
- b. Discoloration remaining on a thermally cut surface is not considered detrimental oxidation.
- c. End preparation, for groove welds specified in ASME or as specified, which meets the WPS is acceptable.

9.0 ALIGNMENT

CIRCUMFERENTIAL WELDS

- a. Inside surface of steel plate ends to be joined shall be aligned within the dimensional limits in the WPS and the engineering design.
- b. If the external surfaces of the steel plates are not aligned, the weld shall be tapered between them.

10.0 WELDING REQUIREMENTS

WELDS: Welds including addition of weld metal for alignment shall be made in accordance with a qualified procedure and by qualified welders or welding operators.

11.0 WELDER'S IDENTIFICATION SYMBOL

Each qualified welder and welding operator shall be assigned an identification symbol.

- a. Unless otherwise specified in the engineering design, each weld or adjacent area shall be marked with the identification symbol of the welder or welding operator.
- b. In addition of marking the weld, appropriate records shall be maintained.

12.0 TACK WELDS

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- a. Tack welds at the root of the joint shall be made with filler equivalent to that to be used in the root pass.
- b. Tack welds shall be made by a qualified welder or welding operator.
- c. Tack welds shall be fused with the root pass weld, except that those which have cracked shall be removed. Bridge tacks (above the weld) shall be removed.

13.0 PEENING

Peening is prohibited on the root pass and final pass of a weld.

14.0 CLIMATIC CONDITIONS

- a. No welding shall be done if there is impingement on the weld area, of rain, snow, sleet or excessive wind or if the weld area is frosted or wet.
- b. Welding Temperature - Welding should be carried out at a minimum temperature of 15 °C. In case of welding below 15 °C, plates should be pre heated (by suitable jacketing) at the place of weld joint to maintain above temperature.

15.0 FILLET AND SOCKET WELDS

- a. Fillet welds, including socket welds, may vary from convex to concave The size of a fillet weld shall be as per engineering design.
- b. **SEAL WELDS:** Seal welding shall be done by a qualified welder. Seal welds shall cover all exposed threads.

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**SPECIFICATIONS FOR STRUCTURALS STEEL WORKS****1.0 General**

The work covered consists of supply, fabrication & erection of structural steel, pipe supports and cable trays in strict accordance with this specification and applicable drawings. Structural steel shall conform to IS 2062.

2.0 Codes

2.1 All structural steel work shall be in accordance with IS : 800 Code of practice for the use of structural steel in General Building Construction and the other equivalent Standards referred to therein.

2.2 Welding shall be in accordance with Indian Standard IS : 823, IS : 800, IS : 816 and IS : 808 including other relevant I.S. Specification on welding or equivalent standard.

3.0 Materials

3.1 All materials used in fabrication shall conform to the requirements as mentioned in the following codes:

- a. Steel for General Structural purposes - : IS : 2062 Gr A
Specification
- b. Covered Electrodes for manual metal arc welding : IS : 814
of carbon and carbon manganese steel

3.2 Grating shall be done out of electro forged construction as per the specifications given in tender to match the required

3.3 Grating shall be galvanized as per requirements specified.

4.0 Fabrication

4.1 All fabrication work shall be in accordance with IS : 800 Section V.

4.2 All fabrication shall be carried out as per the drawings approved by LIOC.

4.3 Platform and ladders shall be shop assembled in the largest unit suitable for handling, transportation and erection.

5.0 Straightening:

5.1 All material shall be clean and straight. If straightening or flattening is necessary, it shall be done by a process approved by Engineer-in-Charge / LIOC and in a manner that will not damage the material.

5.0 Gas Cutting:

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6.1 The use of a hand cutting torch is permissible if the metal being cut is not subject to substantial stress during the operation. Gas cut edges subject to substantial tensile stress shall be cut by a mechanically guided torch, or if hand cut, shall be carefully examined and any nicks removed by grinding. Shearing, cropping and gas cutting shall be clean, reasonably square and free from any distortion and should the inspector find it necessary, the edges shall be subsequently ground.

7.0 Welding :

7.1 Surface to be welded shall be free from loose scale, slag, rust, grease, paint and other foreign material, and shall be wire brushed and cleaned prior to welding.

7.2 Parts to be fillet welded shall be brought into as close contact as practicable and in no event shall be separated more than 5mm. If the separation is 5mm or greater, the size of the fillet welds shall be increased by the amount of the separation.

7.3 Abutting parts to be butt-welded shall be carefully aligned together within 3mm gap. Welding sequence shall be followed to avoid needless distortion, and minimize shrinkage stresses.

8.0 Connections:

8.1 Where details are not given, standard beam connections shall be followed. In any case connections shall be strong enough to develop the full strength of the member and shall be approved by Engineer-in-Charge / LIOC. One sided, or eccentric connections will not be permitted, unless they are shown in detail on the drawing and are approved by Engineer-in-Charge / LIOC

8.2 All shop connections shall be bolted or welded as approved by Engineer-in-Charge / LIOC.

8.3 Welded connections shall be made only where indicated on the drawings or approved by Engineer-in-Charge / LIOC. Holes shall not be made or enlarged by flame, nor will flame cut of unfair holes in the shop or in the field be acceptable. Grout holes shall be provided in the steel members as shown in the drawings and holes shall be provided in members to permit connections of supported items.

9.0 Inspection:

9.1 The contractor shall arrange for inspection of the fabrication of items as and when directed by LIOC.

9.2 However, such inspection shall not relieve the contractor of his responsibilities to furnish satisfactory work.

9.3 Materials of workmanship not conforming to provisions of the specifications may be rejected at any time defects are found during the progress of the work.

1.4 The Site Engineer shall have free access to the Contractor shop for periodical inspection and all arrangement/facilities for the inspection shall be provided by the Contractor at his cost.

10.0 Erection

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- 10.1 The positioning, levelling, alignment, plumbing of the structures shall be in accordance with the relevant drawings.
- 10.2 Maximum tolerance for line and level of the steel work shall be $\pm 3\text{mm}$ for any part of the structure. The structure shall not be out of plumb by more than 3.5mm on each 10 meter section of height as well as not more than 7mm per 30 meter length.
- 10.3 Wherever so provided in the respective drawings or otherwise as instructed by the **Engineer-in-Charge/LIOC**, the Contractor shall so arrange that the structural support is mounted and grouted on concrete foundation.
- 11.0 Ladders and Rungs (As Applicable)**
- 11.1 Contractor shall provide and install all iron ladders and rungs where indicated and as detailed on the drawings. He shall also include base plates, fastenings, anchor bolts, guard rails/rings, safety chains, etc.
- 12.0 Measurements**
- 12.1 All structural steel work shall measure by weight, weights being calculated on the basis of standard weights of sections used. No allowances shall be made for welding or for bolts, rivets etc. The rate shall include painting of the structural steel work wherever required including shop coat and site coat of primer as per painting specification.

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**MATERIAL SPECIFICATIONS FOR STRUCTURAL WORKS****1.0 STRUCTURAL SECTIONS**

1.1 Structural steel work shall conform to IS:808 - latest Edition.

1.2 Structural steel materials shall be of SAIL/ ISSCO/Vizag Steel/TISCO make and shall be conforming to **IS-2062 Gr A**

Structural steel sections will be of SAIL/ ISSCO/Vizag Steel/TISCO makes. The angles upto 50 x 50 mm , flats and square bars can be of approved make as listed in the contract and same shall be got approved from site engineer before purchase/use.

1.3 Sectional weight as per IS standard will be considered for payment purposes.

2.1 WELDING ELECTRODES

2.1 Welding electrodes shall conform to IS:814 - Covered electrodes for manual metal arc welding of carbon and carbon Maganese steel/American Welding Society, AWS - A5.1 - "Carbon Steel covered Arc Welding Electrodes" - AWS classification Nos. E6010 / E6011 / E6013 / E7015 / E7016 / E7018.

Product piping : Root run: E 6010; Fill Up: E 6013
Water piping : Root/ Fill up: E 6013

3.0 Code & Standards :

- | Detail | 24" & Below (Except 22") |
|--------------------|-------------------------------------|
| a) Manufacturing | : ANSI B 16.5 latest edition |
| b) Dimensions | : ANSI B 16.5 latest edition |
| c) End Preparation | : ANSI B 16.5 / ANSI B 16.25 |
| 3.1 Material | : ASTM A 105 |
| 3.2 Drilling | : ANSI B 16.5 |

4.0 STUDS & NUTS**4.1 Scope :**

4.1.1 Manufacture, testing and supply of alloy steel bolting materials, nuts and washers for flanges, valves etc. for Crude Oil/ Petroleum Product Service.

4.1.2 Each bolt shall be supplied with matching two nuts and two washers.

4.2 Specified Requirements :

4.2.2 Bolting material covers studs, stud bolts and washers.

4.2.3 Stud Bolts extend completely through the nuts with minimum D/3 Projects.

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4.2.4 Nuts shall be of hexagonal shape.

4.2.5 For 1 inch and smaller in diameter, all stud bolts and nuts threaded in accordance with coarse series (UNC) and for 1 1/8 inch and larger in diameter with 8 pitch thread series (8 UN) of the Code ANSI B 1.1 Class 2 A fit.

4.2.6 Site Conditions:

Temperature Range	-	+5° C to + 50°
Rainfall	-	Heavy
Rel. Humidity	-	98%

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SPECIFICATIONS FOR FALL ARREST MATERIALS

1.0 SS CABLE

CONFORMING TO: EN- 795 CLASS: C

1	Application	Stainless steel cable as horizontal life line system. The user may connect to the cable and work safely. Both ends are terminated by swageless termination technology.		
2	Physical Parameters	General Operating Temperature Life Weight	8 mm Cable, 7X19 Construction -40°C to +60°C 10 Years	
3	Components	Material Strength	SS-316 (Forged)	High Strength Resistant to Corrosion Greater than 10KN (BS 56KN)
4	Vital Test Compliance	Static Strength	Testing Equipment Required Conformity Inspection Frequency	Tensile Testing Equipment To withstand a static force of 10KN for 3 minutes Annual

2.0 CABLE EXTRIMITY

CONFORMING TO: EN- 795 CLASS: C

1	Application	Swageless crimping of cable. Swageless crimping is neat and has no loose ends and is more robust.		
2	Physical Parameters	General Operating Temperature Life Weight	Size: 29W X 124L -40°C to +60°C 10 Years 200 grams	
3	Components	Material Strength	SS-316	High Strength Resistant to Corrosion Greater than 10KN
4	Vital Test Compliance	Static Strength	Testing Equipment Required Conformity Inspection Frequency	Tensile Testing Equipment It should not release the cable when subjected to a load of 10KN for 3 minutes. Annual

3.0 CARRIAGE BODY

CONFORMING TO: EN- 795 CLASS: C

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1	Application	The carriage is the connecting device to the horizontal life line system and the user. It is designed to move freely on the life line and cross the intermediates along the length of life line. It is to be used on PN 4000 with 8 mm stainless steel cable available in openable models. The openable version has a double safety and can disengage from the cable only by two consecutive deliberate actions.		
2	Physical Parameters	General Operating Temperature Life Weight	Forged hook design 135 X 55 X15 mm, Maximum Capacity: 136 kgs -40° C to +60° C 10 years 600 grams	
3	Components	Material Strength	SS-316 (Forged)	High Strength Resistant to Corrosion for longer service life Greater than 10KN
4	Vital Test Compliance	Static Strength	Testing Equipment Required Confirmity Inspection Frequency	Tensile Testing Equipment Major Axis Load Capacity: > 10KN Minor Axis Load Capacity: > 10KN Should not release the cable when subjected to a force of 10 KN. Annual

4.0 SHOCK ABSORBER

CONFORMING TO: EN- 795 CLASS: C

1	Application	Energy absorber takes the impact force in the event of a fall in the horizontal life line system. Protects the receiving member of the structure. The tension indicator helps giving required tension to the cable in the system. The fall indicator warns of any fall in the system or overloading on the system. It is installed at the starting end of life line. Suitable for PN 4000 and 10 mm stainless steel cable. Eye and pin easy installation type.		
2	Physical Parameters	General Operating Temperature Life Weight	49W X 356L - 40° C to +60° C 10 Years 1500 grams	
3	Components	Material Strength	SS-316 (Forged)	High Strength Resistant to Corrosion Greater than 10KN
4	Vital Test Compliance	Static Strength	Testing Equipment Required Confirmity Inspection Frequency	Tensile Testing Equipment To Withstand a static force of 10KN for 3 minutes. Should restrict the fall arrest force to less than 6 KN. Annual

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CONFORMING TO: EN- 795 CLASS: C

1	Application	Extremity - Lifeline end part provides the anchoring of the cable end to the structure. It must withstand the Forces generated in the event of a fall.		
2	Physical Parameters	General	145W X 195L	
		Operating Temperature	- 40° C to +60° C	
		Life	10 Years	
		Weight	1000 grams	
3	Components	Material Strength	SS-316 (Forged)	High Strength Resistant to Corrosion Greater than 10KN
4	Vital Test Compliance	Static Strength	Testing Equipment Required	Tensile Testing Equipment
			Confirmity Inspection Frequency	To withstand a static force of 10KN for 3 minutes Annual

6.0 INTERMEDIATE

CONFORMING TO: EN- 795 CLASS: C

1	Application	Intermediate brackets acts as spans in the system. It allows the carriage to pass through without disconnection of connecting device.		
2	Physical Parameters	General	72W X 150L	
		Operating Temperature	- 40° C to +60° C	
		Life	10 Years	
		Weight	400 grams	
3	Components	Material Strength	SS-316	High Strength Resistant to Corrosion Greater than 10KN
4	Vital Test Compliance	Static Strength	Visual Inspection	Should be free from corrosion and mechanical defects.
			Inspection Frequency	Annual

7.0 TENSION DEVICE WITH SWAGELESS TERMINATION

CONFORMING TO: EN- 795 CLASS: C

1	Application	The tension device is an interconnection piece between the cable and energy absorber with cable length adjustment feature. The tension device has swageless termination to connect the tension
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		device with the cable neatly and insure maximum strength.		
2	Physical Parameters	General Operating Temperature Life Weight	40W X 521L Cable length Adjustment - 40° C to +60° C 10 Years 1500 grams	
3	Components	Material Strength	SS-316 (Forged)	High Strength Resistant to Corrosion Greater than 10KN
4	Vital Test Compliance	Static Strength	Testing Equipment Required Confirmity	Tensile Testing Equipment Should not release the cable when subjected to a load of 10KN for 3 minutes

8.0 RETRACTABLE FALL ARREST BLOCK

CONFORMING TO EN-360 : 2002

1	Physical General	Robust and Durable Plastic Casing made PARAMETERS from high impact strength Polymer. Has a Swivel Anchorage eye at one end; and a Swivel Steel Snap Hook at the retractable end.		
2	Dimensions of Casing	Width: 172mm, Height: 460mm & Thickness: 87mm		
3	Mechanical Characteristics	Breaking Strength : 15 KN Breaking Force : 6 KN Breaking Distance : 0.5 Mtr Minimum Clearance : 1.5 Mtr below User's feet Weight : 4 to 4.3 KG Temp Range : 30° C to 50° C		
4	Harness End Connector (Swivel Snap Hook)	Weight : 335 grams Breaking Load : 23 KN Opening : 11.5 mm Material : Alloy Steel		
	Harness End Connector (Swivel Snap Hook With Load Indicator)	Weight : 345 grams Breaking Load : 23 KN Opening : 11.5 mm Material : Alloy Steel		
5	Top End Connector	Weight : 160 grams Breaking Load : 23 KN Opening : 17 mm Material : Alloy Steel		
6	Retractable Lanyard	Material : Galvanized Steel Diameter : 5mm Breaking Strength : More than 15 KN Maximum Length : 4 to 8 meters		

Vital Test Compliance

EN 360 : 2002 Test Apparatus

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	In Use	Testing Compliance
Clause 4.3 (Locking after conditioning)	A Conditioning Apparatus; a rigid mass of 35 Kgs	When tested according to this clause, the Fall Arrestor locks before the mass touches the ground and remains locked until released.
Clause 4.4 (Static Strength)	Force measuring Tensile Testing Machine	When subjected to a static force of 12 KN for 3 minutes Min., the assembly of the block and the lanyard shows no sign of any damage or fracture.
Clause 4.5 (Dynamic Performance)	A rigid anchorage structure; Force measuring apparatus, with Peak-Force recorder; Rigid steel mass of 100 kgs, of nominal diameter 200 mm, and an eyebolt attached; A Quick Release device.	When subjected to a fall with a rigid mass of 100 Kg., the breaking force is less than 6 KN, and the arrest distance is less than 2 meters.
Clause 4.7 (Corrosion Resistance)	A Corrosion Test Apparatus	When subjected to a neutral salt spray for 24 hours, there is no evidence of corrosion on any of the exposed, as well as the internal metal parts, which can affect the function of the device.

9.0 FULL BODY HARNESS (ANTI STATIC)

CONFORMING TO EN 361:2002

1	PHYSICAL PARAMETRS	
	GENERAL	One dorsal attachment D-ring for fall arrest. Two front textile loops used together for fall arrest. Adjustable shoulder & thigh straps. Sit strap Colour of straps bright fluorescent orange thigh strap, green with orange stripes shoulder strap. Has a Tell-Tale indicator to illustrate if the harness has already had a fall.
	WEIGHT	1200 gm +/- 10%
2	TEXTILE COMPONENTS	
	WEBBING	Material : Polyester Width : 44 + 1 mm Breaking Strength : 25 KN (min) STITCHING THREAD Material : High-tenacity Polyamide Colour : White (Contrasting colour to facilitate visual inspection)
3	METAL COMPONENTS	Material : Alloy Steel Plating Electro Deposited Zinc Finish Shot Blasted. Free sharp edges. Capable of taking 50 hrs of neutral salt spray testing.
4	VITAL TEST COMPLIANCE	
	STATIC STRENGTH	Testing Equipment : Tensile Testing Machine, Torso Dummy.

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		Required Conformity : When tested at each attachment element with a force of 15 KN applied to the Torso Dummy for 3 min, Full body Harness does not release the Torso Dummy
	DYNAMIC PERFORMANCE	Testing Equipment : 100 Kg Torso Dummy, Dynamic Testing Rig Required Conformity : When tested at each Fall Arrest Attachment element with a torso dummy of 100 Kg mass, the full body harness withstands two successive drop tests with an adjustable free fall distance of 4 m, without releasing the torso dummy (One drop test with torso dummy feet first, and one drop test with torso dummy head first). After each drop test, the torso dummy is arrested in a Head-Up position, and angle between the longitudinal axis of the dorsal plane of the torso dummy and the vertical is less than 50 degrees

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QUALITY ASSURANCE PLAN - HORIZONTAL LIFE LINES / FALL ARREST SYSTEM

	Date:								
	Customer:						Prepared by:		
	WO No.						Approved by:		
	Item Description						Tick Components to be inspected		
Test specimen	Quantity Offered	Type of test	Equipment for test	Tests (Destructive)	Desired Results	EN Norms	Scope of Vendor	Scope of TPI	Scope of Client (optional)
SS Wire		Breaking strength	Tensile testing machine	The wire is subjected to a static load of 10 KN slowly. The force is hold for 3 minutes.	The wire should withstand the load.	EN 795	Perform test, submit test reports to TPI agency for review.	Witness test, review Manufacturer's test report, review test report of chemical composition of stainless steel.	Draw samples, witness test, review documents, approve test.
Over Head Trolley (Carriage)		Tensile test	Tensile testing machine	The over head trolley is subjected to a static force of 15 KN slowly. At regular intervals the clearance of the trolley is measured.	Over head trolley should not be released from wire until 15 KN.	EN 795	Perform test, submit test reports to TPI Agency for review.	Witness test, review Manufacturer's test report, review test report of chemical composition of stainless steel.	Draw samples, witness test, review documents, approve test.
Shock Absorber		Static strength test	Tensile testing machine	The shock absorber is subjected to a static load of 10 KN slowly. The force is hold for 3 minutes.	Should withstand static load of 10 KN for 3 minutes.	EN 795	Perform test, submit test reports to TPI Agency for review.	Witness test, review Manufacturer's test report, review test report of chemical composition of stainless steel.	Draw samples, witness test, review documents, approve test.
		Shock absorption	Tensile testing machine	The shock absorber is subjected to a	The shock absorber should	EN 795	Perform test, submit test reports to TPI	Witness test, review Manufacturer's test	Draw samples, witness test, review documents,



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				static load in excess of 6KN.	deploy at 6 KN (+/- 10 %).		Agency for review.	report, review test report of chemical composition of stainless steel.	approve test.
Anchorage Point		Static strength test	Tensile testing machine	The anchorage point is subjected to a static load of 10 KN slowly. The force is hold for 3 minutes.	Should withstand static load of 10 KN for 3 minutes.	EN 795	Perform test, submit test reports to TPI Agency for review.	Witness test, review Manufacturer's test report, review test report of chemical composition of stainless steel.	Draw samples, witness test, review documents, approve test.
Tensioner		Static strength test	Tensile testing machine	The tensioner is subjected to a static load of 10 KN slowly. The force is hold for 3 minutes.	Should withstand static load of 10 KN for 3 minutes.	EN 795	Perform test, submit test reports to TPI Agency for review.	Witness test, review Manufacturer's test report, review test report of chemical composition of stainless steel.	Draw samples, witness test, review documents, approve test.

NOTE: The complete Fall Arrestor system (conforming to the EN or equivalent American international standard) is to be purchased either from the original manufacturer (OEM) or their authorised dealer / supplier / distributor only.

Also, the complete Fall Arrestor system shall be installed / tested & commissioned by the original manufacturer (OEM) or their authorised dealer / supplier / distributor or under their supervision only.

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LIST OF THIRD PARTY INSPECTION (TPI) AGENCIES

S.No.	Name /Address
1	M/s Projects & Development India Ltd. Bengal Chemical Building, 1 st Floor, 502, S.V.Savarkar Marg, Prabhadevi, Mumbai - 400025
2	M/s Loyd's Register of Shipping. Solitaire Corporate Park, Bldg. No 1, 4 th Floor, 151 M. Vasanji Road, Chakala, Andheri (East), MUMBAI - 400093
3	M/s Indian Register of Shipping 52 A, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai - 400072
4	M/s Bureau Veritas Industrial Services (India) Pvt Ltd. The Leela Galleria, 5 th Floor, Andheri Kurla Road, Andheri (E), MUMBAI - 400059
5	M/s Det Norske Veritas Emgeen Chambers, 5 th Floor, 10, CST Road (Opp. Kalina University Campus) Santacruz (East), MUMBAI - 400092
6	M/s Certification Engineers Intl. Ltd. (CEIL), Great Eastern Chambers, 5 th Floor, Sector II, Belapur CBD, NAVI MUMBAI - 400614
7	M/s Directorate General of Supplies & Disposals (DGS&D) 1 st Floor, Director of Quality Assurance, Ayakar Bhawan Annexe, New Marine Lines, Mumbai - 400020
8	M/s SGS India Ltd. SGS House, 4B, Adi Shankaracharya Marg, Vikhroli, Mumbai - 400083
9	M/s Rail India Technical & Economic Services Western Region, Inspection Wing, 2 nd Floor, Churchgate Station Building, Churchgate, Mumbai - 400020
10	M/s UL India Pvt. Ltd. 205-209, 2 nd Floor, Prestige Meridian - 1 29, MG Road, Bangalore - 560001

Note: Inspection shall be carried out through any branch of the above mentioned agencies or affiliated agencies in Sri Lanka. The charges towards TPI shall be borne by the Vendor.

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PAYMENT SCHEDULE

SN.	DESCRIPTION	% PAYMENT
a.	Prorata on completion of each item up to a maximum of 90%.	
b.	Balance 10% on completion of all works as per respective WO items.	
c.	For supply of material, maximum up to 80%, after submission of desired test reports, invoices & other relevant documents.	

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FORM OF AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSED as follows: -

- (1) The words and expressions in the agreement shall have the meaning assigned to them in the conditions of contract, which is part and parcel of this agreement and hereinafter referred to.
- (2) The following documents shall be deemed to from, be read with and construed as part and parcel of this agreement
 - (a) The Tender aforesaid
 - (b) 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.
- (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.

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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

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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) 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

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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”.

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

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

CLAUSE 21 Insurance of works etc.,

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

CLAUSE 22 Damage to persons and property

22(1) Item (c) be amended to read as follows:-

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

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

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

CLAUSE 24

24.1.1.1 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-

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

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

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

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

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

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

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

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

60(1) - Deleted-

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

- i. Steel
- ii. Aluminium components

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

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

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

“Fourteen (14)”

CLAUSE 65

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

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

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

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

CLAUSE 66

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

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

67. - Deleted-

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

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

“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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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 of
20...

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

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

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

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

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

(OR)

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

(OR)

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(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 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.

SIGNATURE OF TENDERER

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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.....

SIGNATURE OF TENDERER

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Sgd
 (Accountant)

(Manager)

WITNESS

1.....

2.

DATE:.

SIGNATURE OF TENDERER

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MEMORANDUM OF UNDERSTANDING
(FORMAT FOR CONSORTIUM)

Name of work:
(Tender No. _____)

This Memorandum of Understanding is made and entered into, on this day of _____,
by and among:

_____ having its office at _____
_____ and registered office at _____ and
_____ (hereinafter referred to as _____).

AND

_____ having its registered office at _____ and
_____ (hereinafter referred to as _____)

AND

_____ having its registered office at _____ and
_____ (hereinafter referred to as _____)

The above companies are hereinafter also called, separately a “Party”, and
collectively the “Consortium”.

WHEREAS

- A. _____, the lead partner of the consortium is a company in Sri Lanka
having experience in _____ similar works _____) / having
annual financial turnover _____).
- B. _____ is a party having experience in _____ similar
works _____) / having annual financial turnover
_____).
- C. _____ is a party having experience in _____ similar
works _____) / having annual financial turnover
_____).
- D. Lanka IOC PLC has issued Tender no. _____ for
empanelment for Fall Arrestor System in TLF Gantries and Calibration Tower at
LIOC Terminal Trincomalee, Sri Lanka (hereinafter called the “Project”).
- E. The Parties wish to cooperate to prepare and submit a tender for the Project as a
consortium with _____ acting as the Consortium lead partner (hereafter,
called “Lead Partner”).
- F. It is considered desirable to record in this Memorandum of Understanding the
terms of the agreement between the consortium partners, with respect to bidding
& executing the Project.

SIGNATURE OF TENDERER _____

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Now, therefore, in the spirit of mutual trust, mutual benefits and equally, the above parties hereto agree as follows:-

1. Against this tender, _____ shall be the consortium leader.
2. Subject to a full evaluation of the tender documents and consideration by Lanka IOC PLC for empanelment/award of work, we hereby agree that the empanelment /award of work shall be done in the name of Lead Partner _____, who shall be obliged to discharge all the contractual obligations, terms & conditions of the tender/ contract.
3. We also mutually agree that the work order shall be placed and payment shall be released by Lanka IOC PLC in the name of Lead Partner. Documents such as Permanent Account Number, Business Registration and VAT registration certificates etc. shall be required to be submitted in the name of Lead partner.
4. We hereby agree that the factory premises owned/leased by the lead partner only will be offered for inspection for verification of manufacturing facilities with respect to the pre-qualifying criteria of the tender.
5. The consortium partners also mutually agree that all the correspondence with respect to this empanelment/tender /contract shall be made by the Lead Partner.
6. The parties hereby acknowledge that the above points constitute the framework of the consortium and are statements of intentions of the parties as to the subject matter.
7. The consortium agreement is valid for the period till the complete closure of the contract(s).
8. We confirm that we have not participated individually or in any other consortium against this tender of Lanka IOC PLC.

IN WITNESS WHEREOF, ABOVE PARTIES HERETO EXECUTED THIS MEMORANDUM OF UNDERSTANDING ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

1. For and on behalf of

2. For and on behalf of

Seal & Signature

Seal & Signature

3. For and on behalf of

Seal & Signature

SIGNATURE OF TENDERER

SEAL