

NAME OF TENDER:

**EMPANELMENT OF
CONTRACTORS FOR
CONSTRUCTION &
MAINTENANCE WORK OF
NEW/ RAZE & REBUILD OF
PETROL SHEDS ACROSS THE
ISLAND AND TRINCOMALEE
OIL TERMINAL.**

Tender No :	LIOC/ ENG/ PT/ 04/ 2018-19
Due Date &Time :	08/ 03/ 2019 @ 10:00 Hrs

TECHNICAL/ COMMERCIAL BID



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And Maintenance Works of New Petrol Sheds and Raze &
Rebuild of existing Petrol Sheds Across The Island And
Trincomalee Oil Terminal.**

Tender No: LIOC/ ENG/ PT/ 04/ 2018-19

Dt: 01.02.2019

M/s.

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.....
.....

Dear Sir,

**SUBJECT: EMPANELMENT OF CONTRACTORS FOR CONSTRUCTION & MAINTENANCE
WORKS OF NEW PETROL SHEDS AND RAZE & REBUILD OF EXISTING PETROL SHEDS
ACROSS THE ISLAND AND CONSTRUCTION & MAINTENANCE WORKS IN TRINCOMALEE OIL
TERMINAL.**

REFERENCE: TENDER NO: LIOC/ ENG/ PT/ 04/ 18-19 DUE ON 08/ 03/ 2019 @ 10:00 HRS

Lanka IOC PLC has embarked on plans for major refurbishment (Raze and Rebuild) of its petrol sheds across the island and around 50 petrol sheds are proposed to be completed in the near future. Besides, new petrol sheds also have been planned to be set up across the island. It is therefore intended to empanel competent, quality conscious, experienced, technically and financially sound contractors for undertaking construction works at the petrol sheds. The empanelled contractors shall also be considered for construction of routine civil/ electrical and mechanical works to be undertaken at our Oil Terminal at Trincomalee.

Please find enclosed one complete set of Tender documents for the subject Empanelment tender. Please arrange to submit your tender along with all requisite documents duly signed with office seal in sealed cover superscribing Tender No., Name of Tender, closing date and time and along with your Firm name and address.

Tenderers are requested to note that this tender specifically pertains to Empanelment for carrying out construction works for new petrol sheds and modernisation of existing petrol sheds across the island including works to be undertaken at Trincomalee Terminal for value of works between LKR 10 Mil to LKR 30 Mil.

Tenderers need to submit one application only for empanelment purposes.

The tender complete in all respects should be dropped in Tender Box at the following address.

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

Thanking you,

Yours faithfully,
For LANKA IOC PLC

SR VICE PRESIDENT (ENGG)

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PUBLIC TENDER NOTICE



Lanka IOC PLC

NOTICE INVITING TENDERS

**Lanka IOC PLC invites sealed tenders in prescribed tender from bonafide
contractors as per following details**

Tender no: LIOC/ ENG/ PT/ 04/ 2018- 19	SALE PERIOD (BOTH DAYS INCLUSIVE)	CONTACT PERSON
EMPANELMENT OF CONTRACTORS FOR CARRYING OUT CONSTRUCTION & MAINTENANCE WORKS OF NEW / RAZE & REBUILD OF PETROL SHEDS ACROSS THE ISLAND AND CONSTRUCTION & MAINTENANCE WORKS AT TRINCOMALEE OIL TERMINAL.	01/ 02/ 2019 From 0900 Hrs To 07/ 03/ 2019 Up to 1700 Hrs	CONTACT PERSON: MANAGER (ENGG) TEL: +94 11 2475720 Email: ranketh@lankaioec.com

COST OF TENDERS: LKR 5,000/- EACH (NONREFUNDABLE)

[BY DEMAND DRAFT ONLY (DRAWN IN FAVOUR OF LANKA IOC PLC PAYABLE AT COLOMBO)]

Please visit our website www.lankaioec.com for further details on these tenders.

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NOTICE INVITING TENDER

1	TENDER NO.	LIOC/ ENG/ PT/ 04/ 18- 19
2	NAME OF WORK	Empanelment Of Contractors For Carrying Out Construction & Maintenance Work Of New Petrol Sheds And Raze & Rebuild Of Existing Petrol Sheds Across The Island And Construction & Maintenance Works In Trincomalee Oil Terminal.
3	SALE OF TENDERS (between 0900 Hrs to 1700 Hrs on working days)	
	a) STARTS ON	01/ 02/ 2019
	b) CLOSSES ON	07/ 03/ 2019
4	DUE DATE AND TIME	
	a) SUBMISSION OF TENDERS UPTO	08/ 03/ 2019 @ 1000 hrs
	b) OPENING OF TENDERS ON	08/ 03/ 2019 @ 1030 hrs
5	COST OF TENDER DOCUMENT	LKR 5,000/- (Non refundable / non Transferable).
6	VALIDITY OF EMPANELMENT	3 Years (36 Months) from the date of issuance of Empanelment Order.
7	PRE BID MEETING	21/02/2019 @ 1100 hrs
8	VERIFICATION OF ORIGINAL DOCUMENTS	11/ 03/ 2019 to 13/ 03/ 2019
9	EMPANELMENT CATEGORIES	SCOPE OF WORKS
9.1	(EMP-I)EMPANELMENT CATEGORY- 1 VALUE OF WORK UP TO LKR 1 MILLION	▪ Routine civil/ mechanical/ electrical works at Petrol Sheds and Trincomalee Oil Terminal. ▪ Dismantling of existing old facilities under civil/ mechanical/ electrical works in petrol sheds. ▪ Routine construction & maintenance works such as replacement of old DUs with new DUs / driveway repairs / replacement of pipelines with angular check valves/ replacement of unserviceable canopy & yard lights/refurbishment of hoardings & branding works etc with maximum PO value up to LKR 1 Mil per work
9.2	(EMP-II)EMPANELMENT CATEGORY-2 VALUE OF WORK FROM LKR 1 MILLION TO 10 MILLION	▪ Routine civil/ mechanical/ electrical works at Petrol Sheds and Trincomalee Oil Terminal. ▪ Dismantling of existing old facilities under civil/ mechanical/ electrical works in petrol sheds. ▪ Replacement of old DUs with new DUs/ Replacement of leaky Tank with new

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		Tanks. Construction of new B Site ROs/ raze and re build works / realignment of Tanks & Dispensing Units at Petrol sheds with PO value from LKR 1 Mil to LKR 10 Mil worth of work.
9.3	(EMP-III)EMPANELMENT CATEGORY-3 VALUE OF WORK FROM LKR 10 MILLION TO 30 MILLION	▪ Routine civil/ mechanical/ electrical works at Petrol Sheds and Trincomalee Oil Terminal. ▪ Dismantling of existing old facilities under civil/ mechanical/ electrical works in petrol sheds. ▪ Construction of Sales Building / Canopy / Driveway. Construction of new A Site ROs/ raze and re build works with PO values from LKR 10 Mil to LKR 30 Mil worth of work

From the routine maintenance works up to construction of new ROs and major refurbishment (Raze and Rebuild) of its petrol sheds across the island and around 10 petrol sheds are proposed to be refurbished in every year. Besides, new petrol sheds also have been planned to be set up across the island as well as undertake routine construction works of civil/ mechanical & electrical nature in our oil terminal at Trincomalee.

Tenders are invited from competent, quality conscious, experienced; technically and financially sound contractors for empanelment for the above mentioned works and at various locations across the island.

Upon empanelment, the list of parties empanelled shall be utilized for undertaking works of value from LKR 1 Million to LKR 30 Million to be finalized through limited tender procedure among the above 3 categories of empanelled contractors.

10.0 TENDER DOCUMENTS :

- 10.1 Tender documents (non transferable) can be obtained from Engineering department, Lanka IOC PLC, 20th floor, West Tower, Echelon Square, Colombo, Sri Lanka by way of a request letter together with tender fee for LKR 5,000/- by way of Demand Draft drawn in favour of LANKA IOC PLC payable at COLOMBO.
- 10.2 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

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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.

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

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

- 10.4 Since this tender is only for empanelment of parties for consideration of different categories of work for future tenders, bid Bond is not applicable.
- 10.5 However the parties so empanelled will be having an option to submit permanent BID BOND for future tenders against this empanelment, if they desire at their discretion, so that they need not have to submit bid bond for future tenders as & when invited under the subject empanelment
- 10.6 Submission of Tender Documents:

Tender Envelope must be super scribed duly indicating the tender number, Empanelment Category or Categories which vendor is supposed to apply for, due date and time of opening of tender, name of Tender, address of tenderer. It must be noted that the bid shall be enclosed in sealed cover. The outer cover must be super scribed duly indicating the tender number, Empanelment Category or Categories which vendor is supposed to apply for, due date and time of opening, name of tender, name and address of tenderer. Non-submission of the tender documents in the manner prescribed above will render the offer liable for rejection.

Standard bid documents containing Conditions of contract (Part I & Part II) along with Form Of Agreement are also enclosed with tender for study & understanding of future limited tenderers. The empanelled parties shall be required to submit the same duly signed with stamp on all pages while acknowledging the empanelment order. These documents shall be deemed to be part of every tender and Contract of Lanka IOC PLC.

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11.0 QUALIFYING CRITERIA:

11.1 (EMP I) Empanelment Category 1: Value of work up to LKR 1 Million

- A. Similar works: Parties should have completed similar works during the last 5 years ending 31/ 12/ 2018.
- 3 similar works not less than LKR 0.3 Mil (30% of LKR 1 Mil per petrol shed) OR
 - 2 similar works not less than LKR 0.4 Mil (40% of LKR 1 Mil per petrol shed) OR
 - 1 similar works not less than LKR 0.5 Mil (50% of LKR 1 Mil per petrol shed)
- B. Annual Turnover:
- Annual average financial turnover in the last 3 financial years to be kept at LKR 0.9 Mil (30% of the proposed maximum annual value of works per Contractor i.e.30% from LKR 3 Mil).
- C. VAT Registration & Business registration:
- VAT & Business registration certificates also shall be mandatory parameters for pre-qualification of tenderers for empanelment

11.2 (EMP II) Empanelment Category 2: Value of work from LKR 1 Million to 10 Million

- A. Similar works: Parties should have completed similar works during the last 5 years ending 31/ 12/ 2018.
- 3 similar works not less than LKR 3 Mil (30% of LKR 10 Mil per petrol shed) OR
 - 2 similar works not less than LKR 4 Mil (40% of LKR 10 Mil per petrol shed) OR
 - 1 similar works not less than LKR 5 Mil (50% of LKR 10 Mil per petrol shed)
- B. Annual Turnover:
- Annual average financial turnover in the last 3 financial years to be kept at LKR 9 Mil (30% of the proposed maximum annual value of works per Contractor i.e.30% from LKR 30 Mil).
- C. VAT Registration & Business registration:
- VAT & Business registration certificates also shall be mandatory parameters for pre-qualification of tenderers for empanelment

11.3 (EMP III)Empanelment Category 3: Value of work from LKR 10 Million to 30 Million

- A. Similar works: Parties should have completed similar works during the last 5 years ending 31/ 12/ 2018.
- 3 similar works not less than LKR 9 Mil (30% of LKR 30 Mil per petrol shed) OR
 - 2 similar works not less than LKR 12 Mil (40% of LKR 30 Mil per petrol shed) OR
 - 1 similar works not less than LKR 15 Mil (50% of LKR 30 Mil per petrol shed)

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B. Annual Turnover:

- Annual average financial turnover in the last 3 financial years to be kept at LKR 27 Mil (30% of the proposed maximum annual value of works per Contractor i.e.30% from LKR 90 Mil).

C. VAT Registration & Business registration:

- VAT & Business registration certificates also shall be mandatory parameters for pre-qualification of tenderers for empanelment

DEFINITION OF 'SIMILAR WORKS' :

The party should have successfully completed as single order of either "CIVIL NATURE" OR "MECHANICAL NATURE " OR one composite work comprising of "CIVIL and ELECTRICAL NATURE " OR "MECHANICAL & ELECTRICAL NATURE" or CIVIL & MECHANICAL NATURE as per the table below

Works of Civil nature shall mean	1.RCC building including excavation, foundation, masonry, tiling, sanitary & finishing works; OR 2. Any other RCC works; OR 3. Rigid or flexible pavements; OR 4.Tank installation of capacity 10KL or above in petroleum installations; OR 5. Construction of a petroleum Retail Outlet
Works of Mechanical nature shall mean	1. Pipeline work OR Installation of tanks in petrol sheds OR 2. Structural fabrication
Works of Electrical nature shall mean	1. Substations OR 2. LT/HT installations OR 3. Cabling OR 4. Building light/ power wiring

Note:

- a. Proof of works completed as per qualifying parameters mentioned above shall be supported by copies of work orders, final bill copies/ work completion certificates, etc indicating date of work order, date of completion of works and value of works completed etc meeting the requirements.
- b. In case of works taken up prior to the qualifying period (5 years ending 31/10/13) are completed during the qualifying period then, the cost of works completed in the qualifying period shall be reckoned for the purpose of qualification.
- c. Proof of turn over shall be supported by copies of audited Profit and Loss account statements indicating therein Professional receipts.

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Trincomalee Oil Terminal.****11.4 VAT REGISTRATION**

The party should have valid VAT registration issued by Commissioner General Of Inland Revenue.

11.5 BUSINESS REGISTRATION:

The intending tenderers must have valid business registration certificate issued by the statutory authorities.

12.0 PROCEDURE FOR SELECTION OF CONTRACTOR:

Tenderer will be required to fill in and attach relevant documents as given in the Statement of Credentials sheet under the, applying of each category of Empanelment contractor's and relevant credentials shall be attached for the purpose of verification with given PQ criteria. Tenderer will be technically qualified on the basis of submission of the documents supporting qualifying parameters & verification of original documents. Offer of parties will not be considered if they are not meeting any of the relevant qualification norms and/ or if parties fail to present original documents for verification.

12.1 SUBMISSION OF CREDENTIALS

Documents to be submitted along with tender in support of qualifying parameters are listed below. Offer of the tenderers who do not enclose the photocopies of following documents as support of qualifying parameters with the Technical Bid are liable for rejection.

12.1.1 PROOF TOWARDS SIMILAR WORKS

- Copy of qualifying work order(s) including bill of quantities in respect of similar works.
- Completion certificate issued directly by the client for the qualifying work order. The certificate must indicate nature of completed works, date of completion & final completed value of work. For work orders issued by LIOC or Govt firms, certified final bill copy may be submitted in lieu of completion certificate. In case work is not done directly for the main client then, completion certificate from the main client along with proof of payment received in addition to the above mentioned documents must be attached.
- The party should have successfully executed similar works as defined in NIT. For this purpose, documents listed above have to be submitted.

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12.1.2 PROOF TOWARDS TURNOVER

Party should submit audited Balance Sheets/ Profit & Loss account statements for all the last 3 completed financial years (i.e 2015-16, 2016-17 & 2017-18) in this regard. 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 as per qualifying parameters.

Tenderers must note that mere submission of the relevant information and meeting the qualifying criteria would not entitle the tenderer for technical qualification. The details submitted and the credentials will be verified by the concerned authority of LIOC. In the event document / information submitted by the tenderer is found to be forged or incorrect, the tender will be rejected and / or the contract with such tenderer shall be terminated and / such tenderer may also be put on Holiday List by Lanka IOC.

12.2 VERIFICATION OF ORIGINAL DOCUMENTS:

It shall be the responsibility of the tenderer to be available at our office address given below with all the requisite original documents for verification, submitted by them along with the tender on the following dates. Please note that no separate communication shall be sent for calling the parties for verification.

Tenderers must note that all original documents copies of which have been submitted with tender shall be verified at the time of paper verification. Tenderers are required to report to our office at WTC, Colombo with original documents (copies of which have been submitted with the Technical / Commercial Bid as per statement of credential) during the following period.

SN	DATE OF VERIFICATION OF ORIGINAL DOCUMENTS
1	11/ 03/ 2019 TO 13/ 03/ 2019

Tenderer is required to be careful in ensuring that copies of all the requisite documents have been attached along with Statement of Credentials and the statement is correctly filled without leaving any required information. Non-submission of all documents or incomplete submission of any documents may result in rejection of the Tender. Failure on part of the tenderer to report to the office on the above dates for verification of the original documents may result in rejection of the Tenders submitted without further communication.

13.0 METHODOLOGY OF SELECTION OF CONTRACTORS

- Only the Technical / Commercial Bid of those parties submitting their tenders before due date and time of submission, shall be opened on the due date & time of opening.

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- The tenderer shall get empanelled after their offer is scrutinized and evaluated based on the qualifying parameters mentioned above, requisite credential certificates enclosed and verification of the credential documents.
- The tenderer finally empanelled for the validity period of empanelment, will be considered for invitation of the future tenders.
- The parties so empanelled will be having an option to submit permanent BID BOND for future tenders against this empanelment, if they desire at their discretion, so that they need not have to submit bid bond for future tenders as & when invited under the subject empanelment.

It may be noted that, merely empanelment does not mean the party will be considered for all future tenders. Any empanelled party may be liable for non consideration during invitation for any future tenders for Party's improper response for the previous tenders, their unsatisfactory performance in previously executed works etc.

14.0 TERMS AND CONDITIONS:

Tender document is to be purchased from Engineering Department, Lanka IOC PLC on payment of tender fee. The tender document is not transferrable.

Tender fee shall be submitted by cash/ Demand Draft/ Pay order. The demand Draft / Pay Order should be drawn in favour of M/s. Lanka IOC PLC payable at Colombo.

Tender documents can also be downloaded from the web site www.lankaio.net. In case tenderers download the tender set from the website, they are requested to ensure that all the documents are downloaded and the responsibility lies with the individual tenderer. In such case, submission of tender fee of LKR 5,000/- is not required.

Tenderers must submit the complete tender document duly signed and stamped on all pages in an envelope superscribing the details viz., Tender number, Empanelment Category applying for, Last date & time of submission of tender, Date & time of opening of tender , name & address of the Bidder as per the details given in the tender documents.

Before downloading from the website the tenderer should register at the website giving their correct name, address and other details as required.

- a) LIOC shall not be responsible for any postal / courier delays if document is sought by post. Similarly, LIOC also shall not be responsible for non-receipt of tender fee due to postal / courier delays.

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- b) Applicants who do not meet the qualifying norms mentioned above need not apply since their offer will be summarily rejected without any further reference to them.
- c) Tenderer shall report with all originals to our office on the date and time as specified above.
- d) Authorized representative of Lanka IOC, if required, prior to empanelment shall carry out Field visits to verify the credentials claimed by the applicant. The applicant shall extend necessary co-operation to facilitate the visits.
- e) Applicants should be in a position to produce all the original documents and/or any other information as and when required by LIOC.
- f) The empanelment will be valid for a period of 3 years (36 months) from the date of award of empanelment. The empanelment shall be further extended by 2 years on year to year basis at the discretion of Lanka IOC. Lanka IOC reserves the right to include additional parties based on the requirement of contractors during the empanelment period. Empanelment of additional parties shall be subject to receipt of applications from the tenderers against the subject tender advertisement. However, validity of empanelment for all parties shall expire on the same date.
- g) Incomplete Tenders are liable for rejection without any further communication to the parties and decision of Lanka IOC in this respect will be final.
- h) Upon empanelment, the parties shall be considered by Lanka IOC for invitation and award of tender of values up to LKR 1 Mil / values up to LKR 10 Mil and values up to LKR 30 Mil under the empanelment categories of EMP I / EMP II and EMP III respectively.
- i) Mere empanelment does not confer any right on any of the parties to receive invitation of tender enquiries from Lanka IOC, post empanelment.
- j) **PERMANENT BID BOND:**
 - ✓ After empanelment, parties who participate in tenders (Empanelment of all 3 Categories), would be required to submit BID BOND for individual tenders as per LIOC Policy. However, parties have the option to remit Permanent BID BOND & get exemption from payment of bid bond against every tender.
 - ✓ The Permanent BID BOND shall be paid by the empanelled Contractors by DD/Pay Order only (NOT BY BG) and there shall be no interest paid on the same.
 - ✓ Permanent Bid Bond: Considering estimated maximum value of works under each tender (i.e. LKR 1 Mil for Category 1/ LKR 10 Mil for Category 2/ LKR

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30 Mil for Category 3), the Bid Bond payable at 1% of the PO value which works out to LKR 10,000/- , LKR 100,000/- & LKR 300,000/- respectively.

- ✓ It is proposed to provide an option to the empanelled contractors of Category 1/ Category 2 & Category 3 to remit a sum of LKR 10,000/-, LKR 100,000/- & LKR 300,000/- respectively as permanent bid bond upon issuance of empanelment order.
- ✓ This Permanent bid bond shall be with LIOC till the validity of empanelment. The empanelled contractors shall be permitted to apply for any number of tenders against submission of copy of cash receipt issued by LIOC towards remittance of permanent bid bond.
- ✓ The parties can bid for any number of tenders with the Permanent BID BOND during the period of empanelment and for the period in which the deposit is retained.
- ✓ Copy of cash receipt towards proof of payment of payment Permanent BID BOND should be mentioned by the party while submitting the tenders.

- k) Lanka IOC reserves the right to reject the Tender of any or all the applicants without assigning any reason whatsoever, at its absolute discretion.

Tenders filled in all respects, addressed to SR VICE PRESIDENT (ENGG), LANAK IOC PLC must be deposited in the tender box kept in Engineering Department at the address mentioned below.

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

SR VICE PRESIDENT (ENGG)

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STATEMENT OF CREDENTIALS

The party must meet the Qualifying Parameters given in the Notice Inviting Tender.

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.

A. General Information

1	Name of the Firm/ Company *	
2	Address for Correspondence	
3	Name of the Contact person	
4	Nature of Organization (i.e proprietorship/ partnership/ Pvt Ltd/ Public Liability Company/ Govt Of Sri Lanka) *	
5	Telephone / Mobile/ Fax/ Email	
6	Registration with Govt./ any organization *	
7	Type of works in which engaged as an independent contractor	
8	Business Registration (Please enclose the registration certificate) - This is mandatory	
9	VAT Registration (Please enclose copy of Registration certificate) - This is mandatory.	
10	Any other details	

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11	Expected Category or Categories of Empanelment apply for (EMP I/EMP II /EMP III)	
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(*) Please attach photocopy of relevant documents.

- B. Average annual Financial Turnover in the last 3 financial years ending 31st March 2013. Documents to be enclosed shall be as per qualifying parameters given in the NIT.

FINANCIAL YEAR	TURN OVER (LKR/ MIL)	REMARKS
2017 - 2018		Photocopy of audited P & L account statement balance sheet to be submitted. (Mandatory)
2016 - 2017		
2015 - 2016		

Originals are to be produced for verifications on the dates stipulated in the tender.

- C. Successful completion of similar work(s) in any of the last 5 years ending 31/ 10/ 13. Documents to to be enclosed shall be as per qualifying parameters given in the NIT.

NAME OF THE CLIENT	NAME OF THE WORK & LOCATION	WORK ORDER VALUE & DATE	DURATION	WORK COMPLETION DATE INCLUDING TOTAL VALUE OF WORK DONE	REMARKS
					Photocopy of Purchase Order / Bill Copy and Completion Certificate from Client to be submitted. (Mandatory)

(*) Please attach separate sheets duly typed incorporating above information.

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(*) (Attach Copy(ies) of Work Order(s) and its completion certificate). Completion certificate should inter-alia, incorporate details of work, value of completed works, date of satisfactory completion, location of work, name of contractor, etc.

(*) **Originals are to be produced for verifications on the dates stipulated in the tender.**

(D) WORK CULTURE

1.	Have you ever failed to complete any work awarded to you or suspended the job allotted? If so, please furnish the details	
2.	Has your firm ever been blacklisted or put on holiday by any client in last 5 years? If so, give the details.	
3.	Total no. of arbitration cases entered by your organization in the last 5 years.	
4.	No. of arbitration cases decided in your favour in the last 5 years.	
5.	No. of arbitration cases decided against your organization in last 5 years.	
6.	Has any structure designed / constructed by you failed for reasons not attributed to you? If so, give details.	
7.	Any other useful information, the Applicant may like to submit.	

NOTE:

- 1) Applicants must note that incomplete information and/or data not furnished in the prescribed formats are liable to be rejected without any reference to the applicants.
- 2) All the above required information is necessarily to be provided by the bidders even though particular information is not applicable to them. In such case, the particular information may be provided as NIL OR NOT APPLICABLE.
- 3) Power of attorney for the person signing the tender document should be attached, wherever applicable.

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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. Statement of Credentials
3. Form Of Agreement
4. Conditions of contract (Part I & Part II)
5. 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.lankaiooc.net 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 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 signaturer
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.	

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Date :
Place :

Tenderer's
Signature & Seal

DECLARATION - 'D'

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

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

Date :
Place :

Tenderer's
Signature & Seal

N.B.

a.A separate sheet may be attached, if the above is not sufficient.

b.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

c.List of Directors of LIOC board is attached.

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LIST OF DIRECTORS OF LANKA IOC PLC

SN	NAME OF THE DIRECTORS & ADDRESSES
01	Mr. Ranjan kumar Mohapatra, Chairman LIOC, Director (HR) Indian Oil Corporation Limited, Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai (India) - 400 051.
02	Mr. N V N Ramsai, Director LIOC, ED (Finance), Indian Oil Corporation Limited, (Marketing Division), Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai (India) - 400 051.
03	Mr. Sajeev K Jain, Director/ LIOC, ED (Retail Sales) Indian Oil Corporation Limited, (Marketing Division), Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai (India) - 400 051.
04	Mr. Shyam Bohra, Managing Director, LIOC, 20 th Floor, West Tower, World Trade centre, Colombo - 01, Sri Lanka.
05	Prof. Lakshman R. Watawala, Director, Lanka IOC PLC, No: 102/ 5, Barnes Place, Colombo - 07, Sri Lanka.
06	Mr. Amitha Goonaratne, Director, Lanka IOC PLC, No 110, Noris Canal Road, Colombo - 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 :
Date :

Signature of Bidder:
Name of Signatory:

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**DECLARATION BY TENDERERS INTENDING TO GET EMPANELLED WITH LANKA IOC PLC
(TO BE TYPES AND SUBMITTED ON FIRM'S LETTER HEAD)**

Subject: Contract/ Work Order No. _____ dated _____

1. We shall
 - a. Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious diseases.
 - b. Be responsible for and arrange and bear costs of such equipment, cleaning materials, uniforms and other paraphernalia necessary to render effectively the service required by the Lanka IOC PLC.
 - c. Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Lanka IOC PLC under the above contract and shall maintain proper books of account, records and documents. We shall however as the employer, have the exclusive right to terminate the services of any of our employees and to substitute any person instead.
 - d. Comply in all respects with the provisions of all statutes, rules and regulations applicable to us and/ or to our employees under the law of land.
 - e. Ensure that our employees while on the premises of the Lanka IOC PLC or while carrying out their obligations under the contract, observe the standards of cleanliness, decorum, safety and general discipline laid down by the Lanka IOC PLC or its authorized agents and the Lanka IOC PLC shall be the sole judge as to whether or not we and/or our employees have observed the same.
 - f. Personally and exclusively employ sufficient supervisory personnel exclusively to supervise the work of our employees so as to ensure that the services rendered under this contract are carried out to the satisfaction of the Lanka IOC PLC.
 - g. Ensure that our employees will not enter or remain on the Lanka IOC PLC's premises unless absolutely necessary for fulfilling our obligations under the contract.
 - h. Not do or suffer to be done in or about the premises of the premises of the Lanka IOC PLC anything whatsoever which in the opinion of the Lanka IOC PLC may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the Lanka IOC PLC.
 - i. Not do so suffer to be done in or about the premises of the Lanka IOC PLC any thing whereby any policy of insurance taken out by the Lanka IOC PLC against loss or damage by fire or otherwise may become void or voidable.
 - j. Be liable for and make good any damage caused to the Lanka IOC PLC's properties or premises or any part thereof or to any fixtures or fittings thereof or therein by any act, omission, default or negligence on our part or on the part of our employees or our agents.
 - k. Indemnify and keep indemnified the Lanka IOC PLC, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Lanka IOC PLC by or on behalf of any person, body, authority and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Lanka IOC PLC may now or

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hereinafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by us of the terms and conditions of the contract. Without prejudice to the Lanka IOC PLC's other rights, the Lanka IOC PLC will be entitled to deduct from any compensation or other dues to us, the amount payable by the Lanka IOC PLC as a consequence of any such claims, demands, costs, responsible for death, injury or accidents to our employees which may arise out of or in the course of their duties on or about the Lanka IOC PLC's property is made liable to pay any damages or compensation in respect of such employees, we hereby agree to pay to Lanka IOC PLC such damages or compensation upon demand. The Lanka IOC PLC shall also not be responsible or liable for any theft, loss, damages or destruction of any property that belongs to us or our employees lying in the Lanka IOC PLC's premises from any cause whatsoever.

2. It is hereby declared that we are, for the purpose of this contract independent contractors and all persons employed or engaged by us in connection with our obligations under the contract shall be our employees and not of the Lanka IOC PLC.
3. On the expiration of the contract or any earlier termination thereof, we shall forthwith remove our employees who are on the Lanka IOC PLC's premises or any part thereof failing which, our employees, agents, servants etc. shall be deemed to be trespassers and on their failure to leave the Lanka IOC PLC's premises, the Lanka IOC PLC shall be entitled to remove all persons concerned (if necessary by use of force) from the Lanka IOC PLC's premises and also to prevent them (if necessary by use of force) from entering upon the Lanka IOC PLC's premises.
4. We hereby undertake and declare that, in the event the workmen/employees/ person engaged by us ("the Contractors' employees") to carry out the purpose hereof, attempt to claim employment with the Lanka IOC PLC or attempt to be declared as employees of the Lanka IOC PLC or attempt to become so placed, then in all such cases, we shall assist the Lanka IOC PLC in defending all such attempts of the Contractor's employees AND we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred or which may be incurred in defending all such attempt and in any appeal or appeals filed by the Lanka IOC PLC therein or relating thereto AND we hereby indemnify for ever the Lanka IOC PLC against all such costs, charges and expenses including legal charges and against all and any loss, expenses or damages, whether recurring or not, financial or otherwise, caused to or incurred by the Lanka IOC PLC, as a result of such attempt by the Contractors' employees.
5. It is hereby agreed that the Lanka IOC PLC shall be entitled to set off any debt or sum payable by us either directly or as a result of vicarious liability to the Lanka IOC PLC against any monies payable or due from the Lanka IOC PLC to us against any monies lying or remaining with the Lanka IOC PLC and belonging to us or any our partners or directors.

Contractor's Signature or Authorized Attorney

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FORM OF AGREEMENT

LIOC PLC

FORM OF AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSED as follows: -

- (1) The words and expressions in the agreement shall have the meaning assigned to them in the conditions of contract, which is part and parcel of this agreement and hereinafter referred to.
- (2) The following documents shall be deemed to form, be read with and construed as part and parcel of this agreement
 - (a) The Tender aforesaid
 - (b) Letter of acceptance of the Tender
 - (c) Drawings
 - (d) Conditions of Contract - Parts I & II
 - (e) Tender schedule (Bills of Quantities)
 - (f) Special terms and conditions
 - (g) Technical Specifications
 - (h) 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

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FORM OF AGREEMENT

LIOC PLC

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.

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

ON BEHALF OF EMPLOYER

ON BEHALF OF CONTRACTOR

.....

.....

.....

.....

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

Witnesses

(1)

(2)

**SIGNATURE OF TENDERER
SEAL**



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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

L IOC PLC

CONDITIONS OF CONTRACT PART II

CLAUSE 1 : Definitions and interpretations

1.1.1 : The Employer is

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

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

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

**1.1.3 : Sub-clause 1.1.3 is deleted and the following is substituted therefore
Engineer or Architect or Consultant referred in this tender document is
the person appointed by the Employer to act as Engineer for the
purpose of this contract.**

**1.1.14 : Sub-clause 1.1.14 is deleted and the following is substituted therefore
“Approved” and “Approval” means approved in writing including
subsequent written confirmation of previous oral approval.**

**1.1.17 : The following new Sub-clause 1.1.17 is added
“Day” means calendar day.**

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

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

CLAUSE2 : Duties and Power of Engineer’s Representative

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

- (a) Clause 4 Sub-letting
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
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(b) Clause 51 Variations

Ordering a variation if the value of such variation is likely to exceed one percent (1%) of the sum indicated in the letter of Acceptance or Rupees One Million, whichever is less.

(c) Clause 27 Fossils etc.

(d) Clause 40 Suspension of work

CLAUSE 5 : Language/s and Law

5.1 : The Language is English

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

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

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

CLAUSE 9 : Contract Agreement

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

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

CLAUSE 10 : Performance Bond

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

"The Contractor shall obtain security for the proper performance of the contract to a value of ten percent (10%) of the contract price and provide the Employer such security within fourteen (14) days after the receipt of the letter of acceptance. Such security or

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bond will be from a Licensed Commercial Bank in Sri Lanka in the form as annexed or any other form acceptable to the Employer. The costs of compliance with the requirements of this clause shall be borne by the Contractor”.

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

CLAUSE 12 The following proviso is added:-

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

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”.

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L IOC PLC

CLAUSE 20 Care of works

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

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

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

CLAUSE 21 Insurance of works etc.,

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

CLAUSE 22 Damage to persons and property

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

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

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

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

CLAUSE 24

24.1 Accidents and injury to workmen

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

CLAUSE 36

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

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

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- CLAUSE 45 The following sentence be added at the end of this clause: -
- “For the purpose of this clause statutory days of rest means all the
 Mercantile Holidays as declared by the Government of Sri Lanka”.
- CLAUSE 47
- 47(3) - Deleted-
- CLAUSE 52 A new Sub Clause 52(6) is added as follows:
- 52(6) “Notwithstanding any other provision of the contract, if the
Contractor intends to claim any additional payments, not mentioned
in the Bills of Quantities, pursuant to any clause of these conditions
or otherwise, the Contractor shall give notice of intent in writing to
the Engineer within Twenty Eight (28) days after the event giving
rise to the claim has first arisen”.
- 52(7) A new Sub Clause 52(7) is added as follows: -
- Upon happening of the event referred to in Clause 52(6), the
Contractor shall keep records as may be necessary to support any
claim it may make. The Engineer upon receipt of notice of a claim
may instruct the Contractor to provide any records, as may be
material to the claim. The Contractor shall permit the Engineer to
inspect all records the Engineer considers relevant and supply copies
of same when called for.
- 52(8) A Sub-Clause 52(8) is added as follows: -
- “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: -

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- i. Steel
- ii. Aluminium components.

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

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

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

“Fourteen (14)”

CLAUSE 65

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

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

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

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

CLAUSE 66

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

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

67. - Deleted-

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

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

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

SIGNATURE OF TENDERER
SEAL



Lanka IOC

TENDER NO: LIOC/ ENG/ PT/ 04/ 18 - 19

**TITLE: Empanelment Of Contractors For Construction
And Maintenance Works of New Petrol Sheds and Raze &
Rebuild of existing Petrol Sheds Across The Island And
Trincomalee Oil Terminal.**

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CONDITIONS OF CONTRACT PART II

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

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

CLAUSE 71 Clause 71 is deleted.

CLAUSE 72 Clause 72 is deleted.

SIGNATURE OF TENDERER
SEAL