

NAME OF TENDER:

**RATE CONTRACT FOR
FABRICATION, SUPPLY &
INSTALLATION OF NEW
(ACM) FASCIAS/
CLADDING/SPREDERS,
IN & OUT SIGNAGES ETC.
AT LIOC PETROL
STATIONS**

Tender No :	LIOC/ENG/GT/03/2019-20
Due Date &Time :	04.11.2019 @ 15:00 Hrs

TECHNICAL/ COMMERCIAL BID



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TITLE: RATE CONTRACT FOR SUPPLY, FABRICATING, INSTALLATION,
TESTING & COMMISSIONING OF ACM FASCIA AND RELATED RVI
ELEMENTS AT PETROL STATIONS OF LANKA IOC PLC, AT ACROSS THE
ISLAND.

REF: LIOC/ ENG/ GT/ 03/ 2019-20

DATE: 30/ 09/ 2019

M/S. _____

Dear Sirs,

SUB : RATE CONTRACT FOR FABRICATION, SUPPLY & INSTALLATION OF NEW (ACM)
FASCIAS/CLADDING/SPREADERS/IN & OUT SIGNAGES ETC. AT LIOC PETROL
STATIONS ACROSS THE ISLAND

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	Introduction
2	Notice Inviting Tender
3	Documents to be submitted by tenderers
4	Letter of undertaking to be furnished by tenderers (On letterhead of the firm)
5	Form of tender & Appendix
6	Important guidelines to tenderers
7	Abbreviations and notations
8	Particulars of Bid Bond and tender fee
9	Undertaking towards documents submission
10	Declaration to be signed and submitted with details
11	List Of Directors of LIOC
12	General terms and conditions
13	Special terms and conditions of contract
14	Terms and conditions - Safety
15	Technical Specifications
16	Form of Agreement
17	Conditions of Contract Part I & Part II
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 04/ 11/ 2019 at 15:00 hrs. Offer may please be dropped in Engineering tender box kept in our office at address given below.

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

SIGNATURE OF TENDERER

SEAL



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ISLAND.**

- 4.0 **Bid Bond:** The bid bond for **LKR 100,000/-**(for local bidders) and **USD 560/-OR EURO 500/-** (for foreign bidders)in the form of demand draft (drawn in favour of Lanka IOC PLC payable at Colombo) or Bank Guarantee (in the strictly as per the format enclosed) must be submitted strictly in the Technical Bid cover.
- 4.0 **Tender Fee:** A tender fee of **LKR 5000/-**(for local bidders) and **USD 28/- OR EURO 25/-** (for foreign bidders) by Demand draft only (in favour of Lanka IOC PLC payable at Colombo) shall be 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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INTRODUCTION

1	Name of Work	:	RATE CONTRACT FOR SUPPLY, FABRICATING, INSTALLATION, TESTING & COMMISSIONING OF ACM FASCIA AND RELATED RVI ELEMENTS AT PETROL STATIONS OF LANKA IOC PLC, AT ACROSS THE ISLAND.
2	Place of Work	:	LANKA IOC PLC PETROL STATIONS ACROSS THE ISLAND
3	Tender Ref	:	LIOC/ ENG/ GT/ 03/ 2019-20
4	Tender Due Date & Time	:	04/ 11/ 2019 @ 1500 HRS
5	Tender Cost	:	LKR 5,000/- (USD 28/- OR Euro 25/-)BY DEMAND DRAFT ONLY
6	Bid Bond	:	LKR 100,000/- for local bidders by of DD only (USD 560/- OR EURO 500/-)for foreign bidders By way of DD or TT Transfer only.
7	Contract Period	:	12 (TWELVE) MONTHS from the date of acceptance of the tender by LIOC and extendable by further 12 months based on mutual consent
8	Validity of Tender	:	04 (FOUR) Months from date of tender opening (Technical Bid)
9	Pre Bid Meeting	:	10/ 10/ 2019 @ 11:00 HRS
10	Verification of documents	:	05/ 11/ 2019, 06/11/2019 & 07/11/ 2019
11	Tender Submission	:	Sr. VICE PRESEDENT (ENGG), LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01, SRI LANKA
12	Contact Person	:	T.K.ELAMARAN, SVP (ENGG) TEL: +94 011 2475720 FAX: +94 011 2391490 OR 247578 EMAIL: elamarantk@lankaioec.com

IMPORTANT GUIDELINES TO TENDERERS FOR FILLING TENDER DOCUMENTS:

1. The tender should be submitted only in the prescribed tender schedule form supplied by Lanka LIOC, Colombo or down loaded from the web site www.lankaioec.com
2. Please submit Technical/ Commercial bids & price bid in separate sealed envelopes. The two envelopes shall then be submitted in outer cover. All the envelopes (Technical bid, Price bid and Outer cover) must be clearly super scribed with tender no, subject, name & address of tenderer, due date and time.
3. Pre-bid meeting minutes shall also be a part of tender documents.
4. Non-submission of all documents or incomplete submission of any document may result in rejection of the tenderer. It is, therefore necessary to submit all the documents duly filled and signed.
5. The price bid should consist of only item rate schedule and no other documents.
6. Please note that unsuccessful tenderers will be intimated after the finalization of tender. No correspondence shall be entertained in this regard.

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ISLAND.

NOTICE INVITING TENDER (PRESS NOTICE)

		
NOTICE INVITING TENDER		
Tender no: LIOC/ ENG/ GT/ 03/ 2019-20		
LIOC PLC invites sealed tenders in prescribed tender form under two bid system from bonafide contractors as per following details		
NAME OF WORK	SALE PERIOD (BOTH DAYS INCLUSIVE)	CONTACT PERSON
Rate contract for supply, fabricating, installation, testing & commissioning of ACM Fascia and related RVI Elements at petrol Stations of Lanka IOC Plc, at across the island.	30/ 09/ 2019 From 0900 Hrs To 01/ 11/ 2019 up to 1700 Hrs.	MANAGER (ENGG) TEL: 011 2475712 Email: ranketh@lankaioec.com
Cost of tender: LKR 5,000/- (non refundable)		
Please visit our website www.lankaioec.com for further details on this tender.		

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NOTICE INVITING TENDER

1	TENDER NO.	LIOC/ ENG/ GT/ 03/ 2019-20
2	NAME OF WORK	RATE CONTRACT FOR SUPPLY, FABRICATING, INSTALLATION, TESTING & COMMISSIONING OF ACM FASCIA AND RELATED RVI ELEMENTS AT PETROL STATIONS OF LANKA IOC PLC, AT ACROSS THE ISLAND.
3	MODE OF TENDER	GLOBAL TENDER IN TWO BID SYSTEM (PART I - TECHNO-COMMERCIAL BID AND PART II - PRICE BID)
4-a	BID BOND IN LKR	LKR 100,000/- (for local bidders)
4-b	BID BOND IN USD & EURO	USD 560/-OR EURO 500/- (for foreign bidders)
4-c	MODE OF SUBMISSION OF BID BOND	a. By demand draft in favour of lanka ioc plc payable at colombo for local bidders. b. TT Transfer/Swift transfer for foreign bidders TT Transfer/Swift transfer to be done by any foreign bank in favour of Lanka IOC directly into the designated bank mentioned as below and enclose a copy of the Swift transfer Message. Lanka IOC PLC FCBU account no. 25273008920219 held with State Bank of India, Colombo (SWIFT CODE:- SBINLKXFCB) through their account no.000146528 with HSBC, USA, New York(SWIFT CODE: MRMDUS33) Alternatively, Demand Draft drawn on Lanka IOC PLC payable at Colombo can also be submitted along with the Technical Bid by foreign bidders.
5	PRE BID MEETING	PRE-BID MEETING TO BE HELD AT LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01, SRI LANKA On 10/ 10/ 2019 @ 1100 HRS.
6	TENDER SUBMISSION ADDRESS	SR. VICE PRESIDENT (ENGG), LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01, SRI LANKA
7	DUE DATE AND TIME :	
	a) SUBMISSION OF TENDERS	04/ 11/ 2019 @ 1500 HRS
	b) OPENING OF TENDERS (Technical Bid Only)	04/ 11/ 2019 @ 1530 HRS
8	COST OF TENDER DOCUMENTS	LKR 5000/-(for local bidders) and USD 28/- OR EURO 25/-(for foreign bidders) (non refundable / non transferable) DD drawn in favour of Lanka IOC PLC payable at Colombo.
9	VALIDITY OF TENDER	04 (FOUR) Months from date of tender opening
10	NUMBER OF PARTIES TO BE SELECTED	Maximum of FIVE (5) parties LIOC reserves the right to increase or decrease the number of parties to be empanelled at its discretion and none of the bidders shall have any claim whatsoever in such cases.
11	CONTRACT PERIOD	12 months from the date of acceptance of the tender by LIOC and extendable by further 12 months based on mutual consent
12	WORK COMPLETION TIME	As per the details given in the call up POs

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13	TENDER SUBMISION	SR. VICE PRESIDENT (ENGG), LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01, SRI LANKA
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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 **RATE CONTRACT FOR SUPPLY, FABRICATING, INSTALLATION, TESTING & COMMISSIONING OF ACM FASCIA AND RELATED RVI ELEMENTS AT PETROL STATIONS OF LANKA IOC PLC, AT ACROSS THE ISLAND.** 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
I.	Average Annual Financial turnover during last 3 financial years ending 31st Mar' 2019 shall be at least LKR 15 Million (USD 84,300/-). Note: a. In absence of audited balance sheet for FY 2018-19, the bidder would be permitted to submit audited balance sheet for the 3 FY ie 2015-16, 2016-17 and 2017-18. b. 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.
II.	Similar works: Value of similar works in single order shall be not less than LKR 3.5 (USD 19,670/-) Million in any of the last 3 years ending 31/ 03/ 2019.
III.	Availability of Company/Business Registration certificate.
IV.	Availability of VAT registration certificates. (for local vendors only)

Definition of Similar works:

- Bidder shall be a RVI vendor having experience in indoor & outdoor advertizing works related to retail branding works with ACM panels.
- Bidder should have supplied and installed ACM related branding works such as ACM fascia & monoliths / Vinyl stickers for advertisements at commercial establishments including fabricating & installation of supporting metallic frame works for branding works.

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.
- b. In case of works taken up prior to the qualifying period (3 years ending 31/03/2019) 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 audited Profit and Loss account statements & balance sheet indicating therein Professional receipts.

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TENDER FEE:

Tender documents (non transferable) can be obtained from Engineering department, Lanka IOC PLC, 20th floor, West Tower, Echelon Square, Colombo, Sri Lanka by way of a request letter together with tender fee for LKR 5,000/- (USD 28/- OR Euro 25/-) 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 of LKR 5,000/- (USD 28/- OR Euro 25/-) along with the Technical Bid documents.**

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

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

PERIOD OF CONTRACT:

12 (twelve) months from the date of acceptance of the tender by LIOC and extendable by further 12 months based on mutual consent

VALIDITY OF TENDER:

04 (four) months from the date of opening of the tender.

PROCEDURE FOR SELECTION OF CONTRACTOR:

- A. **Submission of Documents towards qualifying parameters:-** Tenderer will be required to fill in and enclose documents in support of qualifying parameters together with relevant documents as given in the Statement of Credentials sheet attached. **OFFER OF THOSE TENDERERS NOT ENCLOSING ALL RELEVANT DOCUMENTS TOWARDS QUALIFYING PARAMETERS ARE LIABLE FOR REJECTION**
- B. **Verification of Original Documents:-** Tenderers are required to report on the specified dates mentioned in the tender along with all original documents, copies of which have been submitted with the Technical Bid towards qualification. No separate communication

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will be issued to tenderers in this regard. Tenderers who do not report for verification of original documents on date mentioned shall not be considered.

- C. **Technical Qualification:-** Tenderer will be considered as technically qualified based on meeting qualifying parameters and after verification of original documents towards the same as stipulated above. In the event, document submitted by the tenderer is found to be forged or incorrect, such tenderer shall be rejected and bid bond submitted shall be forfeited immediately. Such tenderer is also liable to be put on Holiday List by IOC. Parties who have carried out the work on sub contract basis shall not be eligible to participating in the tender.
- D. **Price Bid Opening & Finalisation of parties:** Tenderers are required to quote fixed percentage above or below the rates given in the Price Schedule. Price Bid of technically qualified parties only shall be opened, after prior intimation to successful tenderers qualified in the Technical Bid. Status of tenderers shall be arrived at based on the price quoted by individual tenderers and arranged from lowest bidder to highest bidder. In case of identical rates received, parties having higher annual average turnover in the last 3 financial years worked out to three decimal places shall get precedence.

The lowest acceptable rate with or without negotiation & accepted by IOC shall be offered to the required no. of parties in the ascending order of prices received to match the lowest acceptable rates. On getting willingness from the parties to match the lowest rate as above, order shall be placed on the required no. of parties with preference being given to the parties in ascending order of their original quotation.

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

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

Sr. VICE PRESIDENT (ENGG)

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FORM OF TENDER

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

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

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

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

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ISLAND.

on this Day of Two Thousand and Nineteen.

Signature of Tenderer

in the capacity of and/or duly authorised to sign

this tender for and on behalf of

Signature

Seal & Address

SIGNATURE OF TENDERER

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APPENDIX TO FORM OF TENDER
Clause

Amount of Bond Guarantee	10	LKR 100,000/-(for local bidders) and USD 560/-OR EURO 500/-(for foreign bidders)
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)	10%
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 Nineteen.

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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PUBLIC TENDER (SINGLE BID SYSTEM)

**TECHNICAL BID/ COMMERCIAL BID ABSTRACT
(MUST BE FILLED BY THE TENDERER AND SUBMITTED ALONG WITH TECHNICAL BID)**

SN	DETAILS	IOC's REQUIREMENT	DETAILS FURNISHED BY TENDERER
1	Bid Bond LKR 100,000/- (for local bidders) and USD 560/-OR EURO 500/- (for foreign bidders)	To be enclosed	
2	a. Mode of bid bond b. Details of bid bond(DD/ BG no; date; Banker)	DD/ Pay Order/ Bankers' cheque/ TT Transfer	
3	Value of similar completed works (Copies of Work order, Work completion certificate, Final bills to be enclosed).	To be enclosed	
4	Average Annual Financial turnover	To be enclosed	
5	List of clients with WO copies	To be enclosed	
6	Bio data of important persons of the firm	To be enclosed	
7	Type of firm (Company registration certificate)	To be furnished	
8	VAT registration number (VAT registration certificate for Local Vendors only)	To be furnished	
9	Tender documents have been signed on all pages with seal & submitted	To be confirmed	
10	Confirm that there are no deviations from tender conditions	To be confirmed	
11	Confirm that the Price bid does not contain any condition	To be confirmed.	
12	Any other relevant information	To be furnished.	

SIGNATURE OF TENDERER:

SEAL & DATE

ADDRESS

SIGNATURE OF TENDERER

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ABBREVIATIONS & NOTATIONS

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

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

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LIST OF DOCUMENTS REQUIRED IN SUPPORT OF QUALIFYING NORMS

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

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

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

1. ESSENTIAL DOCUMENTS:

- a. BID BOND instrument in original with Technical bid.
- b. Tender fee instrument in original (Not applicable if tender downloaded).

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

- a) Copy of Audited Balance Sheets including PROFIT & LOSS statements of the previous three consecutive financial years 2015-16; 2016-17 & 2017-18 or 2016-17; 2017-18 & 2018-19. 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) Duly signed & sealed copy of Prebid meeting minutes.

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. Copy of VAT Registration
- v. An affidavit that party is not black/holiday listed in enclosed Proforma.

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

Special terms and conditions

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)

SIGNATURE OF TENDERER

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PARTICULARS OF TENDER FEE

DEMAND DRAFT/ RECEIPT NO:

DATED.....

ON BANK.....

FOR LKR 5000/- (FOR LOCAL BIDDERS) OR USD 28/- OR EURO 25/- (FOR FOREIGN BIDDERS) (BY WAY
OF DEMAND DRAFT PAYABLE AT COLOMBO).

PARTICULARS OF BID BOND

DEMAND DRAFT NO:

DATED.....

ON BANK.....

FOR LKR 100,000/- (FOR LOCAL BIDDERS) AND USD 560/- OR EURO 500/- (FOR FOREIGN BIDDERS)
(BY WAY OF DEMAND DRAFT PAYABLE AT COLOMBO).

OR

DEMAND DRAFT NO /TT TRANSFER REF NO:

DATED.....

ON BANK.....

FOR USD 560/- OR EURO 500/- (FOR FOREIGN BIDDERS).

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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 for local vendors only) *	
6	Telephone / Fax/ Email	
7	Registration with Govt./ IOC/LIOC and any other organization *	
8	Any other relevant details	

- Please attach photocopy of relevant documents (Mandatory).
2. Average annual Financial Turnover in the last 3 financial years ending 31st March 2019.

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

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3. Successfully completed similar works.

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

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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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GENERAL TERMS & CONDITIONS

1. BID BOND:

- a. By demand draft (LKR 100,000/-) in favour of lanka ioc plc payable at colombo for local bidders.
- b. By TT Transfer/Swift transfer (USD 560/-OR EURO 500/-) or demand draft for foreign bidders
- c. No interest shall be paid for deposits in any form.
- d. Bid bond will be returned to unsuccessful tenderers on finalization of the tender and on acceptance of order by the successful tenderer.
- e. Bid bond will be forfeited in the event of any of the following;
 - i. Unilateral withdrawal or revision of the offer by the tenderer during the validity period of the offer.
 - ii. on placement of work order and non acceptance or non confirmation of order within the stipulated time.

2. INITIAL SECURITY DEPOSIT / PERFORMANCE BOND:

- a. The successful Tenderer shall within 14 days from the date of Outline Agreement shall be made payment against security deposit / performance bond as detailed below.
 - b. The security deposit / performance bond amount shall be LKR 100,000.00(for local bidders) and USD 560/-OR EURO 500/- (for foreign bidders) valid for 24 months from the date of work order.
 - c. As the bid bond has been made in DD or TT Transfer/Swift, prospective bidders will be permitted to adjust the same towards the initial security deposit.
 - d. No claim shall lie against the company in respect of interest on cash deposit or depreciation there of LIOC shall be entitled to deduct from the deposit any loss or damage which LIOC may be put to by reason of any act or default recoverable by the company from the contractor and to call upon the contractor to maintain the deposit at the original limit by making further deposits.
 - e. In the event of the contractor failing to make and maintain a security deposit / performance bond in the manner aforesaid is liable to forfeit any moneys lost with the tender by him and the company shall be entitled to cancel acceptance of the tender.
 - f. The security deposit shall be payable by By demand draft (LKR 100,000/-) issued by scheduled bank of Sri Lanka in favor of Lanka IOC PLC., payable at Colombo for local bidders.
 - g. The security deposit shall be payable by By TT Transfer/Swift transfer (USD 560/-OR EURO 500/-) by any foreign bank for the foreign bidders
 - h. 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 by way of Demand Draft.
 - i. In addition retention money @ 5% of the work done against individual work order shall be deducted from RA Bills/Final Bills and will be retained for a period of one year from the date of completion of the work
3. The tender is on two-bid system i.e. Technical bid and commercial bid. Only those parties, who shall qualify criterion technically, shall be considered for opening of the price bid.
4. The entire works shall be completed within **Time stipulated by LIOC** from the date of Call up orders, failing which liquidated damages calculated @ 1% of the value of work order per week or part thereof, subject to a maximum of 10% rounded of to nearest LKR 100.00(USD 1) for delay beyond due date will be recovered from the contractor in accordance with the works contract. This will be in addition to and without prejudice to the other rights available to LIOC under said works contract and the General conditions of the Works Contract.

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5. 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 for payment.
6. All materials supplied by the contractor shall be of best quality and shall be approved by LIOC before use. The contractor shall provide all necessary test certificates.
7. 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. The security deposit collected as per clause no.2 above shall be released after 1 year completion of the last work against the rate contract. In case of any defect found in the period of 1 year, the contractor shall rectify the same before claiming for the release of security deposit.
9. 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.
10. LIOC reserves the right to operate or not to operate any items mentioned in the schedule.
11. LIOC reserves right to have the choice of the best material, which are in the contractor's scope of supply.
12. All the items shall be on measure and pay basis as per actual work done.

**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.

Address :

Date & Seal :

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SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 BID BOND:

Local bidders are requested to submit bid bond of **LKR. 100,000/-** in the form of Demand Draft to be issued by any scheduled bank in Sri Lanka in favour of Lanka IOC.

Foreign bidders are requested to submit bid bond of **USD 560/-OR EURO 500/-** in TT Transfer/Swift transfer to be done by any foreign bank in favour of Lanka IOC directly into the designated bank mentioned as below and enclose a copy of the Swift transfer Message.

Lanka IOC PLC FCBU account no. 25273008920219 held with State Bank of India, Colombo (**SWIFT CODE:- SBINLKXFCB**) through their account no.000146528 with HSBC, USA, New York(**SWIFT CODE: MRMDUS33**)

Alternatively, Demand Draft drawn on Lanka IOC PLC payable at Colombo can also be submitted along with the Technical Bid

- 1.1 Tenders received without bid bond shall be rejected outright.
- 1.2 The bid bond of unsuccessful tenderers shall be returned after finalization of tender and after submission of original cash receipts by the tenderers. Bid bond of successful tenderer shall be returned upon finalization of tender and on acceptance of the PO placed by LIOC.
- 1.3 Tenderers may note that the bid bond shall be forfeited in case of following situations:
 - Canvassing of information or submission of forged/ false documents/ information by tenderers.
 - Unilateral withdrawal or revision of the offer by the tenderer during the validity period of the offer.
 - Backing out after placement of work order.
- 1.4 Bid bond shall not carry any interest.

2.0 TENDER FEE:

The intending tenderers must submit tender fee of **LKR 5,000/-** for local bidders(**USD 28/- OR EURO 25/-** for foreign bidders) towards purchase of tender document from the office of LIOC. The tender fee shall be in favour of LANKA IOC PLC payable at COLOMBO.

In case, the tenderers download the tender documents from the web site www.lankaio.net, then, the tender cost of **LKR 5,000/- (USD 28/- OR EURO 25/-)** is not required to be submitted.

Tender fee is non refundable.

3.0 COMPLETION PERIOD:

- 3.1 The entire works shall be completed within **Time stipulated by LIOC** from the date of Call up orders, failing which liquidated damages calculated @ 1% of the value of work order per week or part thereof, subject to a maximum of 10% rounded off to nearest LKR 100.00 for delay beyond due date will be recovered from the contractor in accordance with the works

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contract. This will be in addition to and without prejudice to the other rights available to LIOC under said works contract and the General conditions of the Works Contract.

4.0 VALIDITY OF CONTRACT:

The contract shall be valid for a period of **12 (TWELVE) MONTHS** from the date of acceptance of the tender by LIOC (Outline Agreement). Upon expiry of 12 months, the contract can be extended for a further period of 12 months at the same rates, terms and conditions on mutual consent between LIOC and successful tenderers.

5.0 VALIDITY OF TENDER:

The tender will be valid for a period of **04 (FOUR) months (120 days)** from the date of opening the tender which will be taken as the date of opening of techno-commercial bid in case of two bid system of tenders.

6.0 SECURITY DEPOSIT/ PERFORMANCE BOND:

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

A. INITIAL SECURITY DEPOSIT:

As the bid bond has been made in DD or TT Transfer/Swift, the successful Tenderers will be permitted to adjust the bid bond towards the initial security deposit.

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

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

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

7.0 Acceptable Rates & Award of Contract:

- 7.1 The parties are required to quote their lowest percentage rate (+/-) which will be uniformly applicable on all the items of the attached Schedule of Rates (SOR).
- 7.2 Foreign bidders shall quote their percentage in the schedule of rates given in USD and local bidders shall quote their percentage in the schedule of rates given in LKR.

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- 7.3 Price quoted by local vendors inclusive of vat and price quoted by foreign vendors in DDP terms would be considered for comparing the rates.
- 7.4 The Daily indicative exchange rate of central bank of Sri Lanka on the date of opening of the price bid would be considered for comparing the rates of local and foreign bidders.
- 7.5 A merit list based on the quoted percentage rate of the bidders in ascending order shall be prepared to decide enlistment.
- 7.6 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.
- 7.7 The parties agreeable to match the lowest acceptable rate in serial order as per above list shall only be considered for enlistment & finalization of the contract.
- 7.8 The rate contract shall be finalized with **maximum of FIVE (05) parties**.
LIOC reserves the right to increase or decrease the number of parties to be empanelled at its discretion and none of the bidders shall have any claim whatsoever in such cases.
- 8.0 On enlistment, the works shall be awarded on individual work orders up-to value LKR 10 Million against the rate contract based on our requirement. (PO may be placed to local vendors in LKR and to foreign vendors in USD and VAT as applicable on the price schedule at prevailing percentage shall be paid only for local vendors)
- 9.0 Individual work orders will be issued as per LIOC requirements to any Contractor in the selected panel at the given/accepted rates by LIOC.
- 10.0 LIOC reserve the right to accept one or more tenders in part. The decision of LIOC in this regard shall be the final
- 11.0 LIOC reserves the rights to negotiate with the tenderer. The tenderer shall confirm the negotiation within the stipulated time. If the tenderer fails to comply, LIOC reserves the right to reject the tender at their discretion.
- 12.0 Material offered should conform to the specification as per the LIOC specification and drawing attached. The tenderer should indicate the specification of the offered where LIOC specification gives alternatives.
- 13.0 The tenderer should sign in all the pages, Prebid meeting minutes & all the drawings supplied. Drawings should be returned along with tender.
- 14.0 Prices given/accepted so will remain firm for the whole contract period from the date of enlistment. The price will not be subjected to escalation for any reason whatsoever.
- 15.0 The rates include all leads & lift unless and otherwise specified & cost of all material labour, taxes, transport charges on materials at all levels, and overhead expenditure. The rates to be quoted for dismantling items shall also include the cost for disposing off the materials/ taking away unserviceable scrap.

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- 16.0 The work has to be carried out strictly in accordance with the specifications and drawings. Any alternation shall be approved by LIOC Engineers before execution.
- 17.0 Payment will be made for the actual quantity executed as measured and certified by LIOC Engineer. Any of the items of work order, which is not found necessary by our Engineer during the course of execution of work, shall not be operated.
- 18.0 Any additional items of the work that become necessary during the course of execution as authorized by our representative, will have to be got approved immediately before taking up the work, duly forwarding the details, nature of work involved, rate analysis etc.
- 19.0 Bill (running or final) should be raised in triplicate in our standard bill forms, based on the measurement certificate issued by our LIOC Engineer.
- 20.0 The works are to be executed as per drawings & instruction at various Retail Outlets situated in Sri Lanka as per the advice of Head of Engineering/Projects, from time to time
- 21.0 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.
- 22.0 The successful tenderer will have to execute an agreement with LIOC PLC, covering all aspects to the contract, in the form prescribed, immediately before commencement of work. Intending tenders should acquaint themselves with provision of the agreement before sending the tenders.
- 23.0 The contractor will abide by all rules, regulations, and statues imposed by Government or other concerned authorities. He will be responsible for workmen's compensation and other requirements for housing or any other amenities and site facilities, such as water, power required by the contractors crew and shall provide them at his own risk and cost. Any causality or damage caused by any untoward incidents during the execution of work will be at the entire risk and cost of the contractor.
- 24.0 The contractor shall have technically qualified representative at the site throughout the execution of the work.
- 25.0 After completion of work, the contractor shall promptly removes his materials and other equipments and clear the site of all debris and rubbish
- 26.0 PAYMENT TERMS:**
- 26.1 Payment shall be arranged based on progressive claims by the party and certification by the LIOC engineer.
- 26.2 5% of the contract sum shall be retained as retention and shall be released after **12 months** from the date of completion, provided no defects are observed during this period. No interest shall be payable on the retention money.

No advance payment shall be made to any contractor.

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26.3 The retention money shall be released upon receipt of the final completion certificate issued by the Engineer after the expiry of said guarantee subject to the condition that there are no defects.

27.0 COMMENCEMENT OF WORK AND REFUSALS:

27.1 The contractor shall have to start the work within 10 days from the date of issue of work order, failing which 'liquidated damages' as per clause No. 28.1 above may be levied.

27.2 If the Contractor is unable to start the work due to preoccupation for LIOC's work elsewhere and accordingly inform promptly to the Engineering Dept of his inability to take up the work in hand and if LIOC is satisfied, the initial date for commencement of work can be extended by LIOC.

27.3 If the contractor does not start the work by the above stated period and if the LIOC is not satisfied with the reason for not starting the work in time or if Contractor refuses to carry out the work due to any other reason, LIOC can cancel that work order by giving a notice after the expiry of the specified period as per the order and the same work shall be carried out by any other contractor at his entire risk and cost and consequences.
In the event of three such cancellations for three different works during the contract period, the initial Security Deposit shall be forfeited and the contract shall be cancelled forthwith

28.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS:

28.1 The contractual price payable shall be subject to adjustment by way of liquidated damages at the rate of 1% of call up order value per week subject to maximum of 10% of each call up order value.

29.0 THIRD PARTY INSPECTION:

29.1 All materials and equipment to be supplied as part of this tender invited shall be subject to the Third Party Inspection by any of the following:

- a. M/s. Projects and development India Limited, Mumbai
- b. M/s. Indian Register of Shipping, Mumbai
- c. M/s. Lloyd's Register of Shipping, Mumbai
- d. M/s. Bureau Veritas Industrial Services (India) Pvt Ltd, Mumbai
- e. M/s. Det Norske Veritas, Mumbai
- f. M/s. SGS India Limited, Mumbai
- g. M/s. UL India Pvt Ltd, Bangalore
- h. M/s. Phistream Consulting Private Limited, New Delhi

29.2 The charges for the TPI inspection shall be part of the rates quoted by the tenderer.

30.0 MATERIAL WITHOUT APPROVAL

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

30.2 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. The Corporation shall

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- 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 the corporation reserves the right to dispose such materials at the entire risk and the cost of the contractor.
- 31.0 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.
- 32.0 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.
- 33.0 Detailed measurements of works carried out shall be taken jointly by the contractor and our Site Engineer at every stage of work before proceeding to next stage
- 34.0 The entire works shall be carried out under the supervision of the authorized representative of the Corporation.
- 35.0 When the whole of the works have been completed and have satisfactorily passed any final test that may be prescribed by the contract shall be deemed to be a request by the contractor for the Engineer to issue a certificate of completion in respect of the work. The Engineer will issue the final completion certificate (Copy of the certified final bill) after successful completion of the guarantee period of 01 year.
- 36.0 All offers should be submitted along with the annexed declaration from **duly signed** by the bidder.
- 37.0 Sealed tenders should be deposited in the tender box provided **only** at the office of **Sr. Vice President (Engineering), Level 20, West Tower, World Trade Center, Echelon square, Colombo 01** before **15:00 Hrs on due date**. The **top left hand corner** of the envelope, containing the tender should be marked **“RATE CONTRACT FOR FABRICATION, SUPPLY & INSTALLATION OF NEW (ACM) FASCIAS/CLADDING/SPREADERS/IN & OUT SIGNAGES ETC. AT LIOC PETROL STATIONS ACROSS THE ISLAND.”**, **Tender No and Due date**.
- 38.0 Tenders will be closed at **Due Time as mentioned** and opened thereafter as per date and time announced in the NIT. Tenderers are allowed to be present at the time of opening of the tender. **LIOC shall not** be responsible for delays in tenders sent through post OR courier, etc. Tender received **late** shall be **rejected**.
- 39.0 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.
- 40.0 **BLACK LISTING / HOLIDAY LISTING / BANNING / REMOVING FROM APPROVED PANEL:**
- A party may be put on holiday list for any one or more of the following reasons:
- (i) Has indulged in malpractices such as bribery, corruption, fraud and pilferage
 - (ii) Is bankrupt or is being dissolved or has resolved to be wound up or proceedings for winding up or dissolution have been instituted.
 - (iii) Has submitted fake, false or forged documents / certificates

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- (iv) Has substituted materials in lieu of materials supplied by LIOC or has not returned or has short returned or has unauthorizedly disposed off materials / documents / drawings / tools or plants or equipment supplied by LIOC.
- (v) Has obtained official company information or copies of documents, in relation to the tender / contract, by questionable methods / means.
- (vi) Has deliberately violated and circumvented the provisions of labour laws / regulations / rules, safety norms or other statutory requirements.
- (vii) Has deliberately indulged in construction and erection of defective works or supply of defective materials.
- (viii) Has not cleared LIOC's previous dues.
- (ix) Has committed breach of contract or has failed to perform a contract or has abandoned the contract.
- (x) Has refused to accept fax of Acceptance / Letter of Acceptance / Purchase Order / Work Order after the same is issued by LIOC within the validity period and as per agreed terms and conditions.
- (xi) After opening of Price Bid, on becoming L1, withdraws / revises his bid upwards within the validity period.
- (xii) Has parted with, leaked or provided confidential / proprietary information of LIOC given to the party only for his use (in discharge of his obligations against an order) to any third party without prior consent of LIOC.
- (xiii) Any other ground for which in the opinion of LIOC makes it undesirable to deal with the party.

In case if a party put on holiday list, no tender enquiry / bid / work order will be issued to the party as long as the party's name is on the holiday list. The period of holiday listing may be for one or more years depending on the sole discretion of LIOC. The holiday listing will be party specific and when the party is put on holiday list, all the offices of the party shall be on holiday for all locations of LIOC and for all services / locations of the party. If the party placed on holiday, is proprietary concern, all the concerns of the same proprietor shall also be considered to be on holiday and if that proprietor is the managing partner of any firm, such firm shall also be considered to be on holiday. The Functional Director may however, if he considers this to be in the interest of the Corporation, remove the bar in respect of any specific service / location.

Every bidder shall, at the time of submission of bid, give a declaration the bidder has not been placed on holiday list by LIOC. If the bidder is a Proprietary Concern, the Proprietor shall also give a declaration at the time of submission of the bids that none of the other concerns of which he is a Proprietor or Managing Partner has been placed on holiday by LIOC. In case the declaration of a party indicates that either the company or a proprietorship concern of the same proprietor or a partnership firm in which the proprietor is also a managing partner has been placed on Holiday either by LIOC, the party shall be considered to be on holiday.

Sr. Vice President (Engg.)

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

Signature of the Bidder

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ADDRESS

DATE & SEAL

TERMS & CONDITIONS - SAFETY

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

For all cold works and hot works involved at site, following safety precautions have to be strictly observed before commencement of hot works.

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

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

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

TECHNICAL SPECIFICATIONS

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RETAIL VISUAL IDENTITY (RVI) SPECIFICATION

Introduction

This chapter refers to the standards that have to be followed for bringing about a uniform RVI (Retail Visual Identity). It refers to the aspects of the Corporate Symbol, the colours that should be used for various purposes and also the typeface that would be used for all identification purposes.

It is essential to follow this scheme properly to bring about an overall identity in all the retail outlets of the Corporation.

The Corporate Symbol

It is necessary to be acquainted with the corporate symbol and the significance of its various components. IndianOil's symbol essentially has the following elements:

Orange coloured globe/circle.

Enclosed by a dark blue coloured outer ring and a dark blue coloured band (across) on which "Indian Oil" is written in specific Devanagiri letters.

Below this roundel "IndianOil" is written as one word.

It is essential to maintain the same proportions of the elements in the symbol in order to reproduce it on any surface. To ensure that there is consistency in producing, it is necessary to take lots of care to see that the symbol is being reproduced without distortion. The best way to do this is through photo or computer reproduction methods. The symbol should not be hand painted, Xerox copied or hand fabricated as this may distort the proportion of the symbol.

Significance of Colors

The orange colour in the symbol represents energy, which is a derivative of the sun and which in turn connotes life and a future. The dark blue outer and horizontal bands may be thought of as a device by which one harnesses this raw energy and which, in turn, is indicative of the use of technology.

A consistent use of these exact colours would ensure uniformity across various retail outlets.

Colour Specifications	Pantone Colour Specifications
Orange	Pantone 1655 C / Alucobond colour coding of same material
Blue	Pantone 2757 C / Alucobond colour coding of same material
White	Pantone Warm Grey 1C / Alucobond colour coding of same material
Silver Grey	600 Sunrise Silver metallic as it appears in the standard color sample chart of Alucobond

Typeface Specification

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All English characters should be written using 'Helvetica Bold' Typeface. All Devanagiri characters should be written using 'Yogesh' Typeface. The letter spaces in between two letters vary in dimension. So there can be no standardized figure for this. The best is the output one gets from ATM fonts.

These fonts should never be drawn by hand, or reproduced by using plain paper copiers as these methods may distort the proportions of the letters.

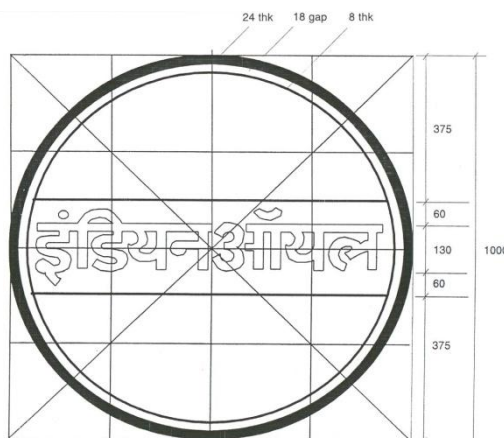
A detailed drawing of corporate symbol and font is provided below.

TYPICAL DRAWING OF ROUNDEL LOGO OF INDIAN OIL

(Wherever "Indian Oil" is mentioned in Hindi to be changed to "IOC" AND Wherever "Indian Oil" is mentioned in English shall be changed to "Lanka IOC")

Approved graphics of IOC logo has been enclosed

(Dimensions to be proportionately modified to meet the size requirements in the Monolith)



**ABCDEFGHIJKLMNO
PQRSTUVWXYZ
abcdefghijklmnopqrs
tuvwxyz**

HELVETICA BOLD FONT FOR ROMAN CHARACTERS

(Dimensions to be proportionately modified to meet the size requirements in the RVI elements)

DESIGN CRITERIA

Design Wind Loading :No member/ element shall sustain permanent deformation or failure under wind pressure loading.

Deflection :Deflection of any aluminum frame/ MS shall not exceed 1/150 of the clear span.

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Thermal Movement:

The elements shall be assembled with provisions for noiseless contraction and expansion of component materials for temperature change, without buckling, opening of joints, undue stress on fasteners, or other detrimental effects.

Flatness

The ACM surface taken individually shall not show any irregularities such as oil canning, waves, buckles and other imperfections when viewed at any position, not less than an angle of 15 degrees to the true plane of the panel, with natural lighting of incident of not less than the same angle.

Direct light of LED Modules shall not be visible from the outside of Monolith.

Polycarbonate shall have a smooth surface and shall not be cracked /repaired at any location.

Dimension tolerance from the drawing: $\pm 2\%$

MATERIAL & PROCESSES SPECIFICATIONS

Only important elements used in the fabrication of RVIs have been described in detailed in this section.

ACM:

All opaque visible surfaces shall be made of ACM. All fabrication of ACM shall be done without removing the peel-off protective film. The protective film shall be removed only after the installation and inspection of RVI elements at site. All work on ACM shall be carried out as per the recommendations of the ACM manufacturers. No manual cutting of ACM sheet shall be permitted. Care while working shall be taken to ensure that no damage due to any reason is inflicted to the ACM sheet. The top and bottom caps (in 3mm ACM sheet) shall be provided for taking care of ingress of water, rodents, etc. Detailed specifications of ACM are enclosed in Annexure-II

VINYL:

Vinyl shall be used only to provide color to backlit surfaces and to provide graphics/ text on ACM panels. The procedure to be adopted for sticking the vinyl film is elaborated in Annexure-III.

List of Approved makes:

3M:

3630 series

Retro-reflective - Diamond grade type 8

Electrocut

Avery Dennison:

XL 5500 series

Diamond grade type 8

Electrocut

LIGHT ENHANCEMENT FILM / BRIGHTNESS ENHANCEMENT FILM:

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LEF / BEF shall be used in place of anafoil as a reflector and light enhancement source. LEF / BEF shall be pasted on ACM Sheet for mounting the light source. Single sided LED Modules Should be mounted on LEF to get maximum amount of light output. Detailed specifications of ACM are enclosed in Annexure - IV.

List of Approved makes:

3M:
3635-100 series
Light enhancement film

Avery Dennison:
4890 series
Brightness enhancement film

ELECTRICAL WORK:

Usage of LED single sided modular lights for the different section of retail outlet signages for below mentioned Luminance level (in Cd./Sq.Mts.) shall be strictly followed :

Sr. No.	Sections of the Signage	Luminance (Cd./Sq. Mts.)
1	White (Indian Oil Logo)	180 to 200 Cd./Sq. Mts.
2	Orange (Indian Oil Logo)	34 to 37 Cd./Sq. Mts.
3	Blue (Indian Oil Logo)	1.70 to 1.90 Cd./Sq. Mts.
4	Blue (Indian Oil letters)	5.70 to 6.30 Cd./Sq. Mts.
5	Grey (Petrol & Diesel)	70 to 77 Cd./ Sq. Mts.

(Bidders are free to choose any combination of LED wattage & number of modules in order to achieve the desired luminance). The Luminance levels of White (Indian Oil Logo) shall be maintained for Indian Oil Backlit canopy fascia also.

Detailed technical specifications of LED, LED driver, Electronic components etc and technical data sheet with space for recording Vendors compliance / deviations along with support documents is attached as Annexure - V. The technical data sheet shall be vetted by TPIA (LRIS/GLISPL/IRS/DNV/EIL/TATA Projects/PDIL/UL/RITES LTD/ITSIPL/MECON/ICSPL/BVIS) & submitted along with all support documents clearly highlighting the relevant technical parameters sought for. Bidders to engage the TPIA for above purpose at their own cost. Any deviations from laid down technical parameters or record of non-compliance of technical specifications is not acceptable shall lead to rejection of bid.

This shall be a part of technical evaluation process and the bidders shall be uploading the relevant test reports of manufacturer/TPI or self declaration and the same shall be inspected during prototype approval for the successful bidders.

All wiring shall be done using 1.5mm sq. multi-strand copper conductors as per IS 694, latest edition, insulated with FRLS PVC insulation. No joints shall be permitted between two wires in the middle of a length. 10 Amp capacity nylon connectors shall be used to connect the RVI element with the wire/cable providing it electrical energy. Connectors shall ensure that no live part may

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touch a human finger during normal course. All LED Single Sided modular lights, Power supply and wires in any RVI element shall be properly secured to metal framework to ensure that none are loose during the normal course of operation. The scope covers all electrical work including providing 'Elmax' type connectors to the source of power supply to the RVI element.

List of Approved makes:

FRLS copper conductors:

Finolex
National
Rallison
L& T
Anchor

MILD STEEL SQUARE HOLLOW SECTION

Internal structural member for the Monoliths / Unipoles shall be the standard square hollow section of mild steel conforming to latest edition of IS: 4923.

List of Approved makes: TATA, SAIL, ESSAR, Jindal

In case, specified sizes of RHS / AHS are not available during the course of the project, tenderers can procure such sections from the Converters who use Cylindrical Tubes of the approved make conforming to IS 1161 and draw them into SHS / RHS conforming to IS 4923 while retaining the original Hologram. Hence, the hollow sections converted by using such cylindrical tubes shall be accepted for the works subject to the following:

- i. The certificates from approved manufacturer for the tubes are provided by the concerned distributor for sourcing of the tubes.
- ii. The original Hologram is available on the supplied Hollow Sections.
- iii. Test certificates for Hollow Sections conforming to IS 4923 are issued by the Converter.
- iv. Correlation of Test Certificates for tubes sourced from M/s Jindal and Hollow Sections converted is maintained.

All external surface of steel structure shall be applied with one coat of high build modified Aluminium Epoxy mastic coating of DFT 175 micron per coat and then applying 2 coats of 2 pack aliphatic acrylic polyurethane finish paint of 40-45 micron per coat complete after surface preparation by manual/ mechanical/ wire brush cleaning of Swedish standard ST3.

POLYCARBONATE SHEET

All polycarbonate sheets should be UV stabilized outdoor grade sheets manufactured by SABIC / Bayer.

ALUMINIUM

Extrusions and other sections shall be as per IS: 733, 1983 & IS: 1285, 2002 or BS 1474:1987.

ADHESIVES

List of Applied Makes:

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Double side tape

Grade :VHB Tape 4956, 12mm wide

Acrylic Adhesive Specified: Permabond TA 4246

Alternative :Permabond F245, Bondmaster F246, F245

Structural Sealant (Not provided in specifications.)

Recommended make : Dow Corning 795:

Alternatives: Rhodosil-SG445, GE-SSG-4000AC

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**Annexure-II
SPECIFICATIONS FOR ACM**

Makes:

The successful RVI converters shall be required to procure ACM from manufacturers already approved, shortlisted & empanelled as per IOC's approved methodology including updated list of manufacturers released every year from IOCL, Head Office through the process of perpetual empanelment.

The updated list of ACM manufacturers empanelled in line with approved methodology shall be conveyed to successful RVI converters, after finalization of Public Tenders & also every year through perpetual tendering process during the pendency of contract.

Pre-qualification criteria and methodology for empanelment of ACM manufactures through perpetual tendering process is elaborated under Para 9 below.

Composition:

Low-density polyethylene (LDPE) core sandwiched between two skins of aluminum alloy.

Overall thickness of ACM : 3 mm (+0.2mm)

Aluminium skin thickness : 0.3 mm (+0.04mm)/(-0.025mm)

Surface Finish :

Front side : Factory pre-finished by the manufacturer with a PVDF Kynar 500 (70:30) or LUMIFLON or DURAGLOSS 5000 based coating. Coating shall be in specific colors as defined in this document.

The finished surface shall be factory protected with a self-adhesive peel-off-foil. Peel-off-foil to withstand at least 6 months exposure to local weather condition without losing the original peel off characteristic or causing stains or other damages to the painted panel surface.

Reverse side : Reverse side of the panel surface shall be coated in a factory applied protection lacquer or protective primer, without protective peel-off-foil. Total dry-film thickness of the protection lacquer/ protective primer shall be minimum 4 microns or mill finish if Marine grade Aluminium EN-AW-5005A (AlMg-1)/ EN-AW-3004 (AlMn1Mg1) is used.

Colour Definitions:

S. No.	Color Name	Pantone Ref. / Other Ref.
1.	IOC Orange	Pantone 1655 C / Alucobond colour coding of same material
2.	IOC Blue	Pantone 2757 C / Alucobond colour coding of same material
3.	White	Pantone Warm Gray 1C / Alucobond colour coding of same material
4.	Silver Grey	To match the ALUCOBOND standard color '600 Sunrise Silver Metallic' supplied by Alcan Composites

Warranty:

ACM manufacturer shall provide a 10 (TEN) years Warranty against defects such as but not limited to:

De-lamination.

Color fading

Loss of gloss.

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For this purpose Original of Manufacturers' Warranty certificate in the name of the converter to be submitted with the bill.

Besides the original manufacturers' warranty certificate, IOCL appointed contractors are also required to submit a performance warranty for 10 years executed on non-judicial stamp paper of required value as per format enclosed

Mandatory identification marks:

Each ACM panels shall bear markings as follows:

On Peel-off-foil:

Manufacturer's name/brand printed clearly for easy identification.
Direction of grains for metallic colors, by way of an arrow.

The reverse side of the panel to have the following minimum information printed:

Production batch identification number or Date & Time of production of ACM panel for establishing linkage with the batches.

Any other information as per manufacturer's policy such as paint reference number etc.

Manufacturer's name/brand printed clearly for easy identification.

General Conditions:

a. ACM supplier shall provide technical assistance to the selected converters using their material. The training / assistance to include advice on the use of appropriate equipment and hardware for ACM fabrication and installation. The training/ assistance to include training to the selected ACM converters' personnel in India/ Abroad, for correct methodology to be adopted for ACM fabrication and installation.

b. IndianOil Engineer-in-Charge may ask for training schedule/ report from the IOCL appointed converter and/ or manufacturer under (inter-alia) following conditions :

Inability to produce RVI elements as per designs despite efforts on the part of the converter.
If the workmanship of RVI elements is found to be unacceptable/ poor.

c. No further application of paint by means of any method shall be permitted after first painting of ACM at the manufacturer's factory. No repair/ touch-up of factory finished paint coated surface shall be permitted at any time. Engineer-in-Charge may reject such RVI elements at no cost to IndianOil.

ACM (Aluminum Composite material) panel should conform to following standards:

#	Description	Standard Test	Acceptable Value/Result
A.	Physical Tests For ACM		
1.	Overall Thickness of ACM	Visual Check/ Measurement as per QAP	3mm/ 4mm (± 0.2mm)
2.	Aluminium Skin Thickness (each	Visual Check/ Measurement as per	0.3mm (+0.04mm)/(-.025mm)

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#	Description	Standard Test	Acceptable Value/Result
	side)	QAP	
3.	Panel weight (ACM)	Visual Check/ Measurement as per QAP	3.8 Kg/m2 (+ 5%)
B.	Mechanical Properties of ACM		
1.	Peel off strength Drum Peel Test	ASTM D 1781 or ASTM D 903	> 72 mmN/mm or More than 4N/mm
C.	Properties of Aluminum Skin		
1.	Tensile strength (Rm)	ASTM E8	Minimum 110 N/mm2
2.	Modules of elasticity	ASTM E8	Min 68000 N/mm2
3.	Elongation	ASTM E8	A50 ≥ 2%
4.	0.2% proof stress	ASTM E8	Minimum 100 N/mm2
D.	Properties of Paint Finish (Front Side Only)		
1.	Coating Type	Using FTIR (instrument) or chemical method	DURAGLOSS - Cycloaliphatic Polymer Resin Cross-Linked with a specific melamine blend LUMIFLON - Fluoro Ethylene Alkyl Vinyl Ether PVDF - Polyvinylidenfluorid
2.	D.F.T. (Dry Film Thickness) of paint	ASTM D 1400 or ECCA T1	23.75 Micron to 45 Micron
3.	Specular Gloss	ASTM D 523 or ECCA T2	Solid Colors 25-40% Metallic Colors 20-35%
4.	Abrasion Resistance	ASTM D 968 or ASTM D 4060	>25 liters per unit or < 45mg/ 1000 cycles (weight loss)
5.	Gloss Retention	ASTM 523 or ECCA T2	Min 60% (after 10 years)
6.	Color Retention	ASTM D 2244 or ECCA T3	5 units (Max.) over 4000 hrs.
7.	Chalk Resistance	ASTM D4214 or ECCA T14	Max rating 8 units after 4000 hrs.
8.	Adhesion	ASTM D3359 or ECCA T6	No adhesion loss permitted

9.2 List of Testing & Measuring Equipments

SN	NAME	STANDARDS	USING CONDITION
1	Micrometer		Pre production and On-line inspection
2	Coating Thickness Tester Or Paint Inspection Gauge	ASTM B 244-79	Pre production
3	Color Reader /Spectrophotometer	ASTM D 2244-93	Pre production
4	60° Gloss Meter	ASTM D 523-89	Pre production
5	Pencil Hardness Tester	ASTM D 3363-92A	Pre production
6	Impact Tester	ASTM D 2794	Pre production
7	Push & Pull Scale	ASTM D 903	Final Inspection
8	Melt Flow Index Tester	ASTM D 1238	Pre Production
9	Hot Air Oven		Final Inspection

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10	Cross Hatch Tester	ASTM D 3359-02	Pre Production
11	T-Bend Tester	ASTM D 4145	Pre Production
12	Universal Testing M/C.	ASTM D 903	Final Inspection
13	Solvent Wipe (Mek)	ASTM D 4752	Pre Production
14	Boiling Water Machine	ASTM D 3359-08	Pre Production and Inspection
15	Salt Spray Tester	ASTM B 117	Pre Production
16	Methyl ethyl Ketone Testing Machine		Pre Production and Inspection
17	Salt spray Humidifier Temp. Controller		Pre Production and Inspection
18	Salt Spray Chamber Temp Controller		Pre Production and Inspection
19	Melting Index Apparatus		Pre Production and Inspection
20	Moisture Analyser - Temp Controller		Pre Production and Inspection
21	Moisture Analyser - Weighing Balance		Pre Production and Inspection

9.3 List of Quality Control test

SN	Type of Test	Test Standard
1	Dry Adhesion Test	As per ASTM D3359
2	Wet Adhesion Test	As per ASTM D3359
3	Specular Gloss	As per ASTM D523
4	Peel off Strength	As per ASTM D903
5	Drum peel test	As per ASTM D 1781
6	Abrasion resistance	As per ASTM D968 or ASTM D4060
7	Colour retention	As per ASTM D 2244
8	Chalk Resistance	As per ASTM D 4214
9	LDPE MFI Test	As per ASTM D 1238
10	Pencil Hardness Test	As per ASTM D 3363-92
11	T-bend Test	As per ASTM D 4145
12	Impact Test	As per ASTM D 2794
13	Boiling Water test	As per ASTM D 3359 Method 8
14	Solvent Resistance Test (MEK test)	As per ASTM D 5402-06

Annexure-III PASTING OF VINYL FILM

Vinyl shall be pasted on polycarbonate sheets and on ACM after removing the masking film.

Proper preparation of application surface is essential to obtain high quality and long lasting markings.

Application:

Clean the substrate as per recommendation of vinyl manufacturer.

Remove entire liner from adhesive side of film.

Align the film and press one edge to surface with finger.

With a squeeze, apply remaining film using overlapping strokes. Hold the film away from surface to avoid pre adhesion.

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Remove pre-mask:

Remove application film from the face of the film by pulling tape back upon itself at a 180-degree angle. Application film should be removed after 24 hours of application.

Re-squeeze all edges to prevent edge lifting. This must be done after application of film removal. Use firm even pressure. If not thoroughly re squeezed after pre mask removal, the adhesion at edges of film loosened by pre mask removal may become detackified by dirt or moisture and subsequently lift or be susceptible to damage from pressure washing.

Remove entrapped air:

Inspect the film in flat areas for bubbles. To eliminate the bubbles, puncture the film at one end of the bubble with a pin and press the entrapped air with the thumb or squeeze or moving towards the puncture.

Contractors are expected to provide the standard warranty from the vinyl manufacturers covering all the vinyl used, Retail Outlet wise along with the final bill.

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**Annexure-IV
LEF / BEF SPECIFICATION**

Sr. No.	Properties	Avery Dennison - Brightness Enhancement Film	3M Light Enhancement Film
		Description	Description
1	Film	White Matt	Film 5.5 mil (0.13mm), White Matt
2	Thickness	0.100mm	0.140 to 0.165 mm
3	Film and Adhesive	0.120mm	0.216 to 0.241 mm
4	Adhesive	Clear acrylic, Pressure Sensitive	Clear, pressure sensitive
5	Adhesive liner	140 gsm white craft paper	78 pound white Kraft paper
6	Protective Covering	NA	Blue polyethylene
7	Application Surface	Light box complete Interior	Light box interiors, Light fixtures
8	Application Substrates	Bare Aluminium	Bare aluminum
		Galvanized sheet Mattel	Galvanized sheet metal
		Painted Mattel	Painted metal
		Rigid plastics	Rigid plastics
9	Minimum application temperature	+10 degree C	+4.5 degree C
10	Removability	Permanent	Permanent, not removable
11	Light Reflectance	90-92 %	94.5%
	Warranty	Avery ICS Warranty (5 Years Warranty)	Worldwide 3M™ MCS™ Warranty (5 Years Warranty)
	Product code	Avery Dennison 4890-Brightness Enhancement Film	3M Scotch cal 3635-100 Light Enhancement Film (LEF)

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Annexure-V
DETAILED TECHNICAL SPECIFICATIONS OF
LED, LED DRIVER, ELECTRONIC COMPONENTS

Sl. No	Parameter	Requirement	Vendor's Confirmation on Compliance	Supporting documents required
1	Technical requirement for LED			
a	LED efficacy	>140 Lumen/Watt @ 350 mA drive current. In respect of LEDs of higher power ratings, drive current greater than 350mA can be accepted if the LED's LM 80/IS:16105 test reports support the same.		LED Manufacturers' technical data sheet LM 80 / IS:16105 test reports
b	LED used to be SMD type only	SMD (surface mounted device) type LED - all applications :		LED Manufacturers' technical data sheet.
c	LED technology approved makes	SMD : Nichia, Osram, Lumileds (Erstwhile Philips Lumileds), CREE		LED Manufacturers' technical data sheet.
d	Test for Ambient Temperature at rates and maximum current.	Test report for Ambient Temperature of 55 / 85 / 105 Deg C at rates and maximum current shall be submitted for SMD type LED.		LM80 / IS:16105 test reports for all three ambient temperature of 55 / 85 / 105 Deg C as per applicable standard
e	Life of LED chip	TM 21 life protection calculations along with LM80 for all three ambient temperatures of 55 / 85 / 105 Deg.C as per applicable standard shall be submitted to substantiate that life of LED chip shall be more than 50000 hrs for commercial and industrial range		TM 21 life protection calculations along with LM80 / IS:16105 test reports for all three ambient temperature of 55 / 85 / 105 Deg C
f	Lifespan	Reported life span of LEDs used in the Luminaire shall be greater than 50000 Hrs at the soldering point temperature of 85deg.C and at the Luminaire driving current.	C	TM 21 life protection calculations along with LM80 / IS:16105 test reports for 85 / Deg
g	Photo biological safety norms	The LEDs shall comply to photo biological safety norms as per the IEC 62471/EN62471/IS:16108 and should fall in exempt or low risk group for outdoor LED luminaries.		Report from international accredited TPI lab from LED supplier.

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h	View angle	Typical 120 deg.		LED Manufacturers' technical data sheet.
i	Colour temperature	Colour temperature of the proposed white colour LED shall be 5700K (i.e. 5665K+/- 355K) for outdoor type luminaries, step 7 McAdam, as per ANSI standard C78.377A, will be accepted on account of colour consistency.		LED manufacturer data sheet
j	Colour rendering index (CRI)	CRI should include all colour range from R1 to R15, shall be >70 for outdoor Luminaire.		LED manufacturer data sheet.
2	Technical requirements for LED driver			
a	Minimum efficiency	The minimum efficiency of LED driver shall be 85% for driver power output rating ≤40W and 87% for driver power output rating > 40W.		LED driver's Manufacturers' technical data sheet.
b	Power factor of complete fitting	Greater than 0.90 (except for Domestic / decorative LED Luminaire).		LED driver's Manufacturers' technical data sheet.
c	In-built high voltage cut-offs.	≥290 volt (High)		LED driver's Manufacturers' technical data sheet.
d	Short circuit protection / open load protection	Short circuit protection / open load protection		TPI test report
e	Driver surge protection standard	Surge protection for minimum 3kV for outdoor LED systems shall be provided. However, if a site is prone to lightning and surges 10kV surge protection shall be required. In case of outdoor luminaries, the surge protection device (SPD) should be series type with fall safe.		LED driver's Manufacturers' technical data sheet.
f	Total Harmonic distortion (THD)	Less than 10% for full load for more than 20 W and less than 20% for less than 20W. Not applicable for domestic / decorative LED fixtures.	.	LED driver's Manufacturers' technical data sheet
g	Isolated driver	Isolated driver should be used	.	LED driver's Manufacturers' technical data sheet
h	Potting of LED driver	For driver power output rating > 50W potted driver shall be a mandatory requirement.		LED driver's Manufacturers' technical data sheet.
i	Power supply connection	The power supply shall be connected to the LED PCBs through proper connections.		TPI Report

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j	EMI / EMC compliance	Compliance to the following EMI/EMC standards CISPR 15/IS:6873 (CE, RE, CDN) for compliance to equivalent EN standard. IEC:61547 (reference standards are listed as follows)		LED driver's Manufacturers' technical data sheet.
k	Safety requirement	Driver shall comply with the safety requirements laid down in IEC:61347-2-13/EN:61347-2-13/IS:15885-2-13.		LED driver's Manufacturers' technical data sheet.
l	Performance requirement	Driver shall also comply with the performance requirements as per IEC:68384/IS:16104.		LED driver's Manufacturers' technical data sheet.
3	Technical requirements of electronic components used			
	The circuit boards and electronic components to be used in the Luminaire should be of rating / type so as to provide reliable functioning. Following shall be the requirements during procurement.			
a	LED module PCB	MCPCB is to be used for SMD technology for LED wattage in excess of 0.5. The minimum thickness should be 1.6 mm for outdoor type Luminaire.		TPI confirmation & Vendor's compliance
b	Driver PCB	FR4 grade PCBs of min, thickness of 1.6 mm shall be used in driver circuits.		LED driver's Manufacturers' technical data sheet.
4	Other requirements			
a	Warranty	60 months for outdoor commercial / industrial complete luminaries including LED.	.	Warranty certificate from manufacturer
b	BIS registration	The Luminaire shall have BIS approval for surface mounted Luminaire as applicable.		BIS registration as applicable.
c	Test certificates	Type test / routine test certificate from NABL accredited labs to be produced for the following tests : Visual and dimensional checks Resistance to humidity test Insulation resistance (IR) test High voltage test Over-voltage protection Surge protection Total harmonic distortion (THD) test Reverse polarity test Temperature rise test Ingress protection test Type test report / certificate as per relevant standards on selected sample including endurance test as per IS10322 and safety test for drivers as per IS15885 from NABL accredited lab.		NABL accredited TPI test labs & confirmation by vendors.

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d	Performance Bank Guarantee	The executing vendor has to provide 10% security deposit / performance Bank Guarantee which shall be held towards performance as per following details : 5 years in case of Outdoor commercial / Industrial complete Luminaries including LED. In case if composite tender which includes LED also, the above mentioned defect liability period and performance BG of 10% will be for the LED part of the tender and for other works it will be as per the existing guidelines in practice.		
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#	Criteria	Supporting documents at offer stage
1	The vendor / manufacturer of LED luminaries should be an ISO 9000:2008 / ISO 9001:2015 certified organization	Copy of valid certificate(s)
2	LED luminaries' manufacturer should have an in house Design & Development facility for the lights and their electronic drivers.	Confirmation on letter head giving details of subject facilities with undertaking for allowing verification of the same by IOCL/Approved TPI.
3	LED Luminaire manufacturer or its authorized contract manufacturer should have the following infrastructure / facilities. Automatic pick and place machine for LEDs and electronic components. Temperature controlled automatic wave soldering machine with auto fluxing facility for through hole devices. Automatic temperature controlled re flow soldering machine for surface mounted devices. Heat chamber having minimum range of 0-50 deg.c. with alternate arrangement of standby power supply for carrying out endurance tests. Electronic driver testing meter with programmable input supply to vary input voltage. Meter shall be able to report input parameters like wattage, PF, THD, Input current and Output Voltage, output current etc. Integrating sphere for LM 79 / IS16106:2012 testing of CCT & CRI. Mirror type Gonio-Photometer for LM 79/IS16106:2012 testing for photometric & electrical parameters. Ingress Protection Testing Facility for testing of outdoor products with rating up to IP66.	Confirmation on letter head giving details of subject facilities with undertaking for allowing verification of the same by IOCL/approved TPI.

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[The technical data sheet shall be vetted by TPIA (LRIS/GLISPL/IRS/DNV/EIL/TATA Projects/PDIL/UL/RITES LTD/ITSIPL/MECON/ICSPL/BVIS) & to be submitted along with all supporting documents clearly highlighting the relevant technical parameters sought for.

Bidders to engage the TPIA for above purpose at their own cost.

Any deviations from laid down technical parameters or record of non-compliance of technical specifications is not acceptable shall lead to rejection of bid.]

LIST OF APPROVED MAKES FOR MATERIALS

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

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FORM OF AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSED as follows: -

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

CONDITIONS OF CONTRACT PART II

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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.

CLAUSE 2 : Duties and Power of Engineer’s Representative

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

(a) Clause 4 Sub-letting

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

(b) Clause 51 Variations

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

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(c) Clause 27 Fossils etc.

(d) Clause 40 Suspension of work

CLAUSE 5 : Language/s and Law

5.1 : The Language is English

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

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

- (a) The Contract Agreement (when completed)**
- (b) Special terms & conditions**
- (c) Part I of these Conditions**
- (d) Part II of these Conditions**
- (e) Tender schedule (Bills of Quantities)**
- (f) Specifications**
- (g) Any other document forming part of the contract.**

CLAUSE 9 : Contract Agreement

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

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

CLAUSE 10 : Performance Bond

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

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

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

CLAUSE 12 The following proviso is added:-

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

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

CLAUSE 15 Construction Management Services

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

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

CLAUSE 19 Watching and Lighting

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

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

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

CLAUSE 20 Care of works

Clause 20(1)

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

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

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

CLAUSE 21 Insurance of works etc.,

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

CLAUSE 22 Damage to persons and property

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

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

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

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

CLAUSE 24

24.1.1.1 Accidents and injury to workmen

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

CLAUSE 36

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

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

CLAUSE 45 The following sentence be added at the end of this clause: -

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

CLAUSE 47

47(3) - Deleted-

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

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

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

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

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TITLE: RATE CONTRACT FOR SUPPLY, FABRICATING, INSTALLATION, TESTING & COMMISSIONING OF ACM FASCIA AND RELATED RVI ELEMENTS AT PETROL STATIONS OF LANKA IOC PLC, AT ACROSS THE ISLAND.

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

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-

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**TITLE: RATE CONTRACT FOR SUPPLY, FABRICATING, INSTALLATION,
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ISLAND.**

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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