

NAME OF TENDER:

SUPPLY, DELIVERY,
INSTALLATION, TESTING &
COMMISSIONING OF
LABORATORY EQUIPMENTS AT
LANKA IOC TERMINAL,
TRINCOMALEE, SRILANKA.

Tender No :	LIOC/ ENG/ GT/ 05/ 2019-20
Due Date &Time :	31.12.2019 @ 14:00 Hrs

TECHNICAL/ COMMERCIAL BID
(PART-I)

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Tender No: LIOC/ ENG/ GT/ 05/ 2019-20
Date: 27.11.2019

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

Dear Sir,

**SUB: SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF LABORATORY EQUIPMENTS
AT LANKA IOC TERMINAL, TRINCOMALEE, SRILANKA
DUE DATE & TIME: 31.12.2019 @ 14.00 HRS**

Lanka IOC Plc is a private limited company in Downstream Petroluem in Sri Lanka and also a subsidiary of Indian Oil Corporation Limited. As part of our assets, we operate an Oil Terminal at Trincomalee, Sri Lanka with laboratory facility for petroleum products testing. As a part of expansion of laboratory facility, we plan to procure new laboratory equipments and for which the subject tender enquiry is being made and as described in further detail in the tender documents.

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

S/N	DESCRIPTION
PART I: TECHNICAL/ COMMERCIAL BID	
1	Notice Inviting Tender
2	Terms & Conditions of Tender
3	Technical specification and Drawing
4	Pre-qualification Documents to be enclosed
5	Declaration of the Bidder
6	Bidder's Information
7	Details of statutory levies for Sri Lankan Bidders
8	Details of currency and agent Commission for Foreign Bidders
9	Proforma of Declarations to be Furnished by the Tenderers
10	Proforma of Performance Guarantee
11	Proforma of Authorization of Agents / Dealer
12	Proforma of declaration of genuineness of documents
PART II: PRICE BID	
1	Price bid

2. We request you to submit your lowest quotation for the work contained in the tender. Your offer complete in all respects must be submitted so as to reach this office of LIOC on or before 31/ 12/ 2019 at 14:00 hrs. Offer may please be dropped in Engineering tender box kept in our office at address given below.

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

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3. Tender Fee: Tender documents (non transferable) can be obtained from Engineering department, Lanka IOC PLC, 20th floor, West Tower, Echelon Square, Colombo, Sri Lanka by way of a request letter together with tender fee for **LKR 5,000.00** by way of Demand Draft drawn in favour of LANKA IOC PLC payable at COLOMBO or **USD 30/-** as the case maybe.
- 3.1. LIOC shall not be responsible for any Postal / Courier delays if document is sought by post. The tender documents can also be downloaded from our web site **www.lankaio.com** during the sale period. In such case, the tenderers must ensure that all the documents are downloaded and the responsibility of the same shall vest with the individual tenderer. Before downloading the tender documents from the website, the tenderer should register in the website by giving the correct name of the firm, address and all details as required. It shall be the responsibility of the tenderer to ensure that they register with the web site well in advance and download the documents before due date and time of close of sale. In case, the name and address in which the tenderers have registered at the website does not match with the name and address of in which they have quoted, their tender shall be rejected outright.
- 3.2. The tender documents downloaded are not transferable and can be used only by the registered tenderer who has downloaded the documents. Hence any tender submitted by the tenderers who have neither bought the tender nor downloaded the same shall be rejected outright. **In case, the tenders are downloaded, the tenderers are NOT required to submit the Tender Fee for LKR 5,000/- (USD 30/-) along with the Technical Bid documents.**
4. Submission of Tender Documents:
 - 4.1. Tender Envelope must be super scribed duly indicating the tender number, due date and time of opening, name of work tendered, address of tenderer. It must be noted that the Technical bid (named as COVER A) & Price bid (named as COVER B) shall be enclosed in separate covers and sealed. The two covers (COVER A & COVER B) in sealed condition containing the above must be enclosed in an outer cover (named COVER C) and sealed and submitted. The outer cover (COVER C) must be super scribed duly indicating the tender number, due date and time of opening, name of work tendered, name and address of tenderer. Non-submission of the tender documents in the manner prescribed above will render the offer liable for rejection.
 - 4.2. Tenderers to note that LIOC shall not be responsible for the postal delays in dispatch and receipt of tender documents. Tenderers must also note that all pages of tender must be signed with stamp and submitted as part of submission of tender.
 - 4.3. Tenders received after the due date and time shall be rejected outright.

Thanking You,

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

FOR VICE PRESIDENT (ENGG)

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NOTICE INVITING TENDER (PRESS NOTICE)



Lanka IOC PLC

NOTICE INVITING TENDER

Tender no: LIOC/ ENG/ GT/ 05/ 2019- 20

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

NAME OF WORK	SALE / DOWNLOAD PERIOD (BOTH DAYS INCLUSIVE)	CONTACT PERSON
SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF LABORATORY EQUIPMENTS AT LANKA IOC TERMINAL, TRINCOMALEE, SRILANKA	27th Nov'2019 From 0900 Hrs To 30th Dec'2019 Up to 1700 Hrs	SENIOR VICE PRESIDENT (ENG) TEL: +94 11 2475707 Email: elamarantk@lankaio.com

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

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

Tenders under single stage two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced Manufacturers or their authorized agent /authorized importer/authorized distributor/authorized dealer for “Supply, Delivery, Installation, Testing & Commissioning of Laboratory Equipments at Lanka IOC Terminal, Trincomalee, Srilanka”.

Notice Inviting Tender:

a.	Name of Work	Supply, Delivery, Installation, Testing & Commissioning of Laboratory Equipments at Lanka IOC Terminal, Trincomalee, Srilanka”.
b.	Location of Work	Lanka IOC Terminal, China-bay, Trincomalee, Sri Lanka
c.	Mode of Tender	Global Tender (Part I - Techno-Commercial Bid and Part II - Price Bid)
d.	Tender No.	LIOC/ENG/GT/05/2019-20
e.	Commencement of Sale of Tender / Downloading of Tender	27 th Nov’2019 @ 0900 hrs
f.	Closure of Sale of Tender/ Downloading of Tender	30 th Dec’2019 @ 1700 hrs
g.	Tender Fee	LKR 5,000 (non refundable/ non transferable) in the form of Demand Draft drawn in favor of Lanka IOC PLC and payable at Colombo or USD 30/- as the case maybe. Please note that there is no tender fee in case of Bidder downloading the Bid Documents from Lanka IOC Website i.e. www.lankaio.com. Please ensure that you have got yourselves registered in the name in which the Bid is intended to be submitted.
h.	Pre -Bid Meeting	18th Dec’2019 @ 10:30 hrs at Lanka IOC Oil Terminal, Trincomalee, Sri Lanka. Bidders requested to send their queries to through emails before 17th December’2019 17:00 hrs to, Senior Vice President (Eng) Email: elamarantk@lankaio.com
i.	Due Date and Time for Submission of Tender	31st Dec’2019 @ 14:00 hrs. The intending bidders are required to submit their offer in the Tender Box at the following address before the due date and time: SVP (Engineering) Lanka IOC PLC Level 20, West Tower, World Trade Center, Echelon Square, Colombo 01, Sri Lanka.
j.	Due Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	31 st Dec’2019 @ 15:00 hrs

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k.	Date of opening of Part II i.e. Price bid	Shall be informed separately
l.	Verification of Bid Documents (with their original copies)	01 st , 02 nd & 03 rd Jan'2020 (after Tender Opening and during working hours)
m.	Work Completion Time	12 weeks for Supply, Installation, Testing, Commissioning & Handing Over.
n.	Bid Bond/ Earnest Money Deposit	For Local (Sri Lanka) Bidders or Foreign Bidders bidding through Local Agents : The bidders are required to deposit Bid Bond/ Earnest Money of LKR 330,000/- along with the Technical Bid by way of Demand Draft/ Banker's Cheque in favour of Lanka IOC PLC and payable at Colombo. Please note that Bid Bond must not be enclosed with the envelope containing Price Bid. Bids received without proper instrument of Bid Bond/ Earnest Money or in a manner different as above may render the tender liable for rejection. For Foreign Bidder: The bidders are required to deposit EMD/Bid Security of USD 1,820/- By way of TT Transfer in favour of Lanka IOC PLC directly into the designated bank mentioned as below and enclose a copy of the Swift 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 be submitted along with the Technical Bid. Bid bond will return to respective bidders after the finalization of contract/ on expiry of tender validity.
o.	Pre-Qualification Criteria	1. Experience: Bidder should have supplied and installed the tendered items or similar laboratory equipments to any industries/any other user during the past five years ending Oct'2019. Values shall be as per following. (In Sri Lankan Rupee or equivalent Foreign currency) a. 3 similar work orders each of value not less than LKR 13.2 Mil OR b. 2 similar work orders each of value not less than LKR 16.5 Mil OR c. Single similar work order of value not less than LKR 26.4 Million

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		2. Annual Turnover: Audited balance sheet and Profit & Loss account for the last 3 (three) financial years. Average annual financial turn over during shall be at least LKR 9.89 Million or equivalent Foreign currency. 3. Business Registration and VAT/GST registration certificate: Submission of application for VAT/GST registration shall not be considered as valid document. Relevant documents should submit inline with requirement in ANNEXURE-III.
	Note:	
I.	Part I Techno-Commercial bid will be opened on specified date and time as given in the NIT. Bidder(s) can witness opening of bid at the venue as mentioned. Part II Price bid will be opened of only those bidder(s) whose Part I Techno- Commercial Bid is found to be Techno-Commercially acceptable by LANKA IOC PLC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email. The email shall be as used by them for registering themselves at Lanka IOC website at the time of downloading the Tender or as mentioned by them in the "Bidder's Information".	
II.	Corrigenda / addenda / clarifications, if any, shall be hosted on the above mentioned website only. No separate advertisement will be made in the print media. Tenderer should visit the website frequently to check for updates.	
III.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, Bid Bond/ EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business/ Holiday listing can also be taken against defaulting bidders.	

Procedure for Selection of Contractor

- A. **Submission of Bid Documents:** Offer shall be considered for evaluation only in respect of Bidders who have submitted the tender within the due date and time and with the requisite Bid Bond/ EMD. All details as required in the "Statement of Credentials/ Bidder's Information" shall necessarily be filled up and copies of documents in support of meeting the pre qualification criteria be submitted failing which the Bid may be summarily rejected.
- B. **Verification of Documents:** The backup documents submitted in support of the credentials and the pre qualification criterion shall be verified with their original copies and which have to be brought to this office by the respective Bidders on the dates mentioned for "Verification of Original Documents". Refusal to furnish the original documents for verification may render the bid liable for rejection.
- 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. Decision of Lanka IOC on the same shall be final and binding. 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.

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- D. Price Bid Opening & Finalisation of Contract:** Tenderers are required to quote fixed amount in the Price Schedule. Price Bid of only technically qualified parties shall be opened, after intimation to successful tenderers. Status of tenderers shall be arrived at based on the price quoted by individual tenderers and arranged from lowest bidder to highest bidder in terms of quotation equipment wise. In case of identical rates received, parties having higher annual average turnover in the last 3 financial years i.e. as worked out for qualifying criteria shall get precedence. Turn over if not provided for any year shall be considered as zero for the purpose of calculating the average.

The lowest acceptable rate with or without negotiation & accepted by Lanka IOC shall be considered for award of work.

Bidders may note that along with the supply of laboratory equipment as detailed in the tender, the “scope of works” would inter alia necessarily include delivery, installation, testing & commissioning along with the supply.

- E. Number of Parties/ Contractors/ Vendors:** One Contractor/ Vendor shall be selected for one equipment.

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

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

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

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

(T.K.ELAMARAN)
S V P (ENGG)

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List of Annexure:

Terms & Conditions of Tender	:	Annexure -I
Technical specification and Drawing (if any)	:	Annexure - II
Pre-qualification Documents to be enclosed	:	Annexure-III
Declaration of the Bidder	:	Annexure-IV
Bidder's Information	:	Annexure-V
Details of statutory levies for Sri Lankan Bidders	:	Annexure-VI
Proforma of Declarations to be Furnished by the Tenderers including List of Directors of Lanka IOC PLC	:	Annexure- VII
Form of Agreement	:	Annexure VIII
Condition of Contract	:	Annexure- IX
Proforma of Performance Guarantee	:	Annexure-X
Proforma of Authorization of Agents / Dealer	:	Annexure-XI
Proforma of declaration of genuineness of documents	:	Annexure-XII

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Annexure -I

Terms & Conditions of Tender:

Sl. No.	Terms	Response
1.	Mere issue of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also. Bid shall have to be submitted in English language only and in metric system.	AGREE
2.	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3.	Bid Submission for	
3.1	Supply, Delivery, Installation, Testing & Commissioning of Laboratory Equipment at Chinabay Terminal, Trincomalee, Sri Lanka	AGREE
4.	SCOPE OF WORK	
4.1	The work includes Supply, Delivery, Installation, Testing and Commissioning of items mentioned in Tender BOQ in detail along with all necessary accessories following all statutory/ international guidelines and approvals in this regards. Bidder can quote individual laboratory equipment(s) whichever applicable laboratory equipments them and able to Supply, Delivery, Installation, Testing & Commissioning. The equipment(s) and required accessories shall be supplied, tested and commissioned to the complete satisfaction of Lanka IOC authorized representative before handing over.	AGREE
4.2	NAME OF EQUIPMENT / ITEMS: i. Automatic Aniline Point Tester -1 No. ii. Multi-Cell Capillary High-Temperature High-Shear (HTHS) Viscometer with computer -1 No. iii. Automated Non-Woods Metal Noack Evaporative Apparatus -1 No. iv. Automated Cold-Cranking Simulator with computer -1 No. as per nos. and specifications as detailed elsewhere in this Bid document.	
4.3	The tenderer should furnish all technical details including weight, size, space and power requirement and any other details for the safe use, storage and stowage of the equipment, its spares, accessories and consumables as detailed in the Technical Specifications. Equipment and materials shall be warranted for two (2) years from the date of satisfactory commissioning against any manufacturing defect / poor performance and in case of such defect/poor performance during warranty period, the same shall be replaced/ rectified by the supplier free of cost.	AGREE
4.4	Training shall be imparted including detailed illustration and explanation of the manualised guidelines to the representatives of Lanka IOC as nominated by SVP (Ops. & LBP)/ Trincomalee	AGREE
4.5	The supplier shall have to check the worthiness of all the equipments once in every 6 months (calendar months being counted for the purpose)	AGREE
4.6	A summary of the tests undertaken and the repairs/ replacement (if any) made shall be submitted to the SVP (Ops. & LBP)/ Trincomalee	AGREE

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4.7	A certificate of worthiness shall be issued by the Supplier/ Successful bidder.	AGREE
5.	Lanka IOC PLC shall be at liberty to engage an independent Third Party Inspection Agency to verify the certification and in case of any contradiction, the Supplier/ Successful bidder shall be obliged to correct the same by way of additional tests/ repair/ replacement at no extra cost to Lanka IOC.	AGREE
6.	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
7.	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the SVP (E)/ Lanka IOC, thereon shall be final and binding upon all parties.	AGREE
8.	The Contract will include the Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted, together with Addenda, if there be any. General Conditions of contract are the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.	AGREE
9.	Lanka IOC PLC reserves the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.	AGREE
10.	Lanka IOC PLC is not bound to accept the lowest or any tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
11.	The contract shall be governed by all relevant Acts as in Sri Lanka and applicable only within the jurisdiction of the High Court at Colombo.	AGREE
12.	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding.	AGREE
13.	VALIDITY : The tender shall remain valid for acceptance for a period of 120 days from the date of opening of the same. If before expiry of validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.	AGREE
14.	NON- RESPONSIVE BIDDER :- The offer/tender shall be treated as non-responsive for following reasons:-	
14.1	If 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.	AGREE
14.2	If offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
14.3	The bidder can quote individual laboratory equipments/items whichever applicable to supply by them.	AGREE
15.	SECURITY DEPOSIT :	

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15.1	Earnest Money/Bid Security of the successful Bidder shall be retained till submission of Bank Guarantee as detailed below.	AGREE
15.2	Security Deposit, which shall be equal to 10% of the PO value and bidder to be executed in the form of Bank Guarantee as per Proforma (Annexure-IX) from a Bank of Sri Lanka or reputed foreign bank having branch at Colombo, Sri Lanka. Or by way of Demand Draft in favor of Lanka IOC PLC and payable at Colombo in the currency as in the work order.	AGREE
15.3	Security Deposit shall have to be deposited by successful bidder within 14 days from the date of placement of Purchase Order/Letter of acceptance, failing which the trustees reserve the right to cancel the order/acceptance and forfeit the Earnest Money/Bid Security.	AGREE
15.4	Security Deposit shall be refunded without interest after successful execution of order/contract and satisfactory completion of warranty period.	AGREE
15.5	In the event of the successful bidder failing to execute the order/contract within the stipulated delivery/completion time without sufficient/valid reason acceptable to the trustees, the Security Deposit may be forfeited and the order/contract may be cancelled at the option of the trustees.	AGREE
16.	PRICE BASIS:	
16.1	For Foreign Bidder	
16.1.1	Foreign bidder shall quote firm prices without any variation on the basis of DDP, Delivered Duty Paid upto final destination i.e. Chinabay Terminal, Lanka IOC PLC, Trincomalee, Sri Lanka including installation, testing & commissioning wherever required. The term DDP shall be as defined in the current edition of International Rules for the interpretation of the Trade Terms published by the International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.	AGREE
16.1.2	The prices quoted shall remain firm till completion of work. No price variation will be allowed in any situation from the date of opening of pricebid.	AGREE
16.1.3	The prices should be quoted only in one currency preferably in USD.	AGREE
16.1.4	Payment of any amount would be subject to with holding tax at the prevailing rate as per inland revenue department, Sri Lanka.	
16.2	For Sri Lankan Bidder	AGREE
16.2.1	Local Agents/ Sri Lankan bidders shall quote firm prices in Sri Lankan Rupees (LKR) only and without any variation on Free Door Delivery basis ie. Free Delivery upto Chinabay Terminal, Lanka IOC PLC, Trincomalee, Sri Lanka at their risk, cost and arrangement including installation, testing & commissioning wherever required.	AGREE
16.2.2	The prices quoted shall remain firm till completion of work. No price variation will be allowed in any situation.	AGREE
16.2.3	The quoted price, which shall include all state and Central Taxes and Excise Duties, Customs Duty, leviable on the final finished supplies and installation tendered for, handling, loading, unloading, Freight & Other charges,	AGREE
16.2.4	However, wherever VAT is applicable (i.e. only for services and not for imports/ customs clearance) would be payable as per prevailing rates subject to Bidder declaring the items on which VAT is payable.	AGREE

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16.3	For Both Sri Lankan & Foreign Bidders:	
16.3.1	The Basic Price shall include charges of Pre-dispatch Third Party Inspection, Testing and other necessary charges for completion of work as described in the scope of work of the tender.	AGREE
16.3.2	Quoted Prices should be made only for units specified in the "Schedule of Tender".	AGREE
16.3.3	Statutory Duties shall be paid by the bidder and documentary evidence submitted to Lanka IOC (if demanded) for all works as applicable during the currency of the contract.	AGREE
16.3.4	The local agent/ Sri Lankan bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II) under Table No-1 of Annexure-XII only.	AGREE
16.3.5	The Foreign bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II) under Table No-2 of Annexure-XII only.	AGREE
16.3.6	Price(s) to be quoted should remain firm till the goods are delivered and Commissioned successfully. No Price escalation is admissible.	AGREE
16.3.7	Please note that Lanka IOC does not provide any concessional duties etc for any import.	AGREE
16.3.8	If new statutory taxes/duties or any changes in existing statutory taxes/duties come in force in Sri Lanka, the same will be paid as applicable during currency of contract. Any benefit out of it has to be passed on to LANKA IOC PLC Documentary evidence for this purpose is to be produced by the contractor/supplier.	AGREE
16.3.9	Price Bids, containing any sort of qualifying expressions will be rejected.	AGREE
16.4	CONTROL REGULATION : Supply and dispatch should be arranged by the foreign supplier in strict conformity with Control Regulations wherever applicable and after obtaining permits, if any, required under the regulations in force from time to time. All Government Levies and Duties etc. as applicable in Supplier's Country will be borne by the supplier.	AGREE
17.	EVALUATION CRITERIA	
17.1	The bids / tenders received would be evaluated among the techno-commercially qualified bids subject to the fulfillment of necessary tender conditions as detailed below. A) When only the bids of foreign bidders are qualified, the DDP price, i.e. Delivered Duty Paid upto destination, Chinabay Terminal, Lanka IOC PLC, Trincomalee, Sri Lanka at supplier's risk, cost and arrangement would be the basis of comparison of bids including the installation, testing & commissioning. Or B) When only the bids of Sri Lankan bidders are qualified, the price on Free Door Delivery basis upto Chinabay Terminal, Lanka IOC PLC, Trincomalee, Sri Lanka at supplier's risk, cost and arrangement including the installation, testing & commissioning, Or C) When the bids of both foreign and Sri Lankan bidders are qualified, the basis as mentioned under (A) & (B) above will be followed for comparison of bids.	AGREE

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	The approximate Indicative Exchange Rates as on the date of opening of Price-Bid as published by Central Bank of Sri Lanka shall be considered for the purpose of bid comparison.	
17.2	The bidders must quote their charges / rates in the manner details in Price BOQ given format for local Agents/ Sri Lankan Bidders under Table-1 and for Foreign Bidders under Table -2.	AGREE
17.3	The bidder has to quote for all the items against the group otherwise; his bid will not be considered and will be rejected. Rate of group/items is to be quoted clearly.	AGREE
18.	PAYMENT:	
18.1	70% payment will be made within 14 days after full supply & delivery in good condition (to LANKA IOC PLC, Chinabay Terminal, Trincomalee) and installation, testing and satisfactory commissioning of laboratory Equipments.	AGREE
18.2	Mode of Payment for Foreign Bidder : Payment shall be made by direct remittance to the banker of successful foreign bidder through international banking system by LANKA IOC PLC's banker in Sri Lanka against invoice and other documents stated in the contract.	AGREE
18.2.1	Bank Charges: All Bank Charges and stamp duties, if any, payable in relation to Supplier's Bank in connection with payment shall be borne by the supplier.	AGREE
18.2.2	Documents & information required for payment are as follows:- Name & address of Supplier's Bank with email ID, Fax & telephone Supplier's Bank account number & other particulars Invoice in quadruplicate Delivery Order in quadruplicate Packing List in quadruplicate Inspection Report of Third Party in duplicate Manufacturer's Test Report in duplicate Country of Origin Certificate Clean Bill of Lading/Airway Bill Guarantee Certificate of Manufacturer's/ Principal's in duplicate Quality certificate from Manufacturer's/ Principal's in duplicate Sri Lankan Customs Bill of Entry All the above documents will be drawn in favour of, Lanka IOC PLC, Chinabay Terminal, Trincomalee.	
18.3	Mode of Payment for Sri Lankan Bidder/ Local Agent : Payment shall be made to successful Sri Lankan bidder/ local agent through RTGS/ECS/NEFT mechanism.	AGREE
18.3.1	Documents & information required for payment are as follows:- Name & address of Supplier's Bank with email ID, Fax & telephone Supplier's Bank account number & other particulars (branch code of Bank, IFS code & MICR code of the Bank) Invoice in quadruplicate Delivery Invoice in quadruplicate Packing List in quadruplicate Inspection Report of Third Party in duplicate Manufacturer's Test Report in duplicate Guarantee Certificate of Manufacturer's/ Principal's in duplicate Quality certificate from Manufacturer's/ Principal's in duplicate	AGREE

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18.4	30% payment will be made within 14 days of satisfactory testing & commissioning as per the scope of work.	AGREE
19.	TIME OF COMPLETION : The time of completion of work as stated in the NIT under clause-m of the tender will be within 12 (twelve) weeks from the date of receipt of order.	AGREE
19.1	Work completion time shall be binding on the supplier. If work is not completed within the time undertaken without sufficient reason acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name will be removed from the list of approved suppliers.	AGREE
19.2	In case of default in completion of work in time or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the items and get work done from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply/ work remaining undelivered/ unfinished or, not approved.	AGREE
20.	DESPATCH ARRANGEMENTS:	AGREE
20.1	For Sri Lankan Bidder Materials are to be delivered at LANKA IOC PLC's site at Chinabay Terminal, Trincomalee, by the supplier at their cost, risk and responsibility.	AGREE
20.1.1	The supplier shall be fully responsible for any transit loss or damage to the materials.	AGREE
20.1.2	The supplier shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Sundays and Port Holidays. The authorized representative of the suppliers should be present at the time of delivery for jointly noting with the representative of LANKA IOC PLC, the discrepancies, if any, regarding the particulars of materials actually delivered against the Challans/ Invoice for the same. Delivery will not be accepted if not accompanied with proper delivery challans/ Invoice (in quadruplicate) and other related documents like Manufacturer's Test certificates, etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.	AGREE
20.2	For Foreign Bidder The supplier shall dispatch the consignment on the basis of DDP, Delivered Duty Paid upto destination i.e. LANKA IOC PLC Chinabay Terminal Trincomalee, Sri Lanka at their cost, risk and arrangement.	AGREE
21.	INSPECTION AT DESTINATION:	
21.1	All supplies are subject to inspection before acceptance by LANKA IOC PLC or his authorized officer. In case the equipment supplied is not in good condition/suitable, supplier shall have to replace it at his own cost immediately.	AGREE
21.2	Final acceptance and certification of work will be done by SVP (Ops & LBP), LANKA IOC PLC or his authorized officer.	AGREE
21.3	Any material/part/component, if found defective or not up to the standard quality, shall be forthwith rejected and the same shall be replaced by the	AGREE

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	supplier free of cost.	
22.	WARRANTY : All the items stated in the tender BOQ will be warranted by the supplier for a period of 02 (two) years from the date of satisfactory testing, commissioning and handing over of equipment and materials against any manufacturing defect and poor performance. If such defect is noticed during warranty period, the supplier will have to rectify/ replace the defective items and put the system into operation free of cost. A warranty certificate must be submitted by the supplier. During the warranty period, the supplier/ successful bidder shall have to certify the worthiness of the material every 6 month after inspection and after completing any and all required repairs/ maintenance etc. Such inspections/ repairs shall be followed by a report to be jointly signed with Lanka IOC representative to be nominated by SVP(Ops. & LBP). Failure to adhere to above may render the forfeiture of the Security Deposit.	AGREE
23.	TEST CERTIFICATE : The successful bidder should provide original manufacturer's (OEM) test Certificate(s) of the product(s) mentioning Make, Brand name and Country of Origin.	AGREE
24.	TRANSIT RISK : For Sri Lankan Bidder Transit risk will be on supplier's account since the delivery is to be made on F.O.R. destination basis. For Foreign Bidder Transit risk will be on supplier's account since the delivery is to be made on D.D.P destination basis.	AGREE
25.	DOCK PERMITS : The successful Bidder shall have to obtain permits from the office of the SVP (Ops & LBP), LANKA IOC PLC as directed for entry of their vehicles and workers into the Stores for unloading and stacking of the material. Such permits shall be issued free of cost to the supplier against receipt of proper application for the same during normal working hours on any working day.	AGREE
26.	REJECTION OF MATERIALS : Notwithstanding the Inspection, Testing and Trial of equipment and materials by SVP (Ops & LBP), LANKA IOC PLC or his authorized officer any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest. The supplier shall at his own arrangement and cost replace within a period of 2 (two) weeks of all such defective and rejected materials. Rejected materials shall be at Supplier's risk. They must be collected from the LANKA IOC PLC's premises within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials, the Trustees shall have the right to dispose of the same and the supplier shall have no claim against the Trustees in respect of the said rejected materials.	AGREE

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27.	LIQUIDATED DAMAGES :	
27.1	If the supplier fails to complete the supply within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ ½% of the entire work order value ie the summation of the work order amount, for every week or part thereof, (part of the week being treated as a full week) provided always that the amount of such compensation shall not exceed 10% of the contract value of contract.	AGREE
27.2	Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from money due or, likely to become due to the supplier. The payment or, deduction of such damages shall not relieve the supplier from his obligations to complete any other liabilities and obligations under the contract.	AGREE
28.	RISK PURCHASE : In case of supplier's failure and at the absolute discretion of the SVP (E), Lanka IOC the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the SVP (E), Lanka IOC or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).	AGREE
29.	BANNED OR DE - LISTED CONTRACTORS: Bidders must give a declaration to the effect that they have not been banned or, delisted by any Government or, quasi - Government agency or, PSU. If a bidder has been banned / de-listed by any Government or, quasi -Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno-Commercial Bid. Incorrect declaration or, suppression of facts will lead to rejection of the Offer.	AGREE
30.	FORCE MAJEURE : In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earthquake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub-Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.	AGREE
31.	PACKING : The supplier shall be responsible for proper/strong packing being used in International Trade and delivery of materials. The supplier shall supply all materials properly packed in Weather proof, Sea/Air Worthy packing for Sea/Air Transport under tropical condition and for Inland Transport by Rail/Road or other appropriate transport in supplier's Country as well as in Sri Lanka for protection against any damage, loss, breakage or leakage etc. at their own	AGREE

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	cost. Each packing must be distinctly marked in English on outside showing consignee's Name and Address, Consignor's Name and Address, Packing List No., our Import Code No., Our Order No., etc. Please indicate dimension and gross weight (in metric system) of the packing.	
32.	JURISDICTION OF COURT & LAWS : a) The contract shall be governed by all relevant Sri Lankan Acts applicable within the jurisdiction of High Court in Colombo. b) All relevant rules and regulations and laws of Sri Lanka, that will be applicable for carrying out the work, shall be complied with by the supplier at their own cost, risk and arrangement.	AGREE
33.	WORKMEN COMPENSATION : The successful bidder(s) must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at LANKA IOC PLC 's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.	AGREE
34.	PERSONAL PROTECTIVE EQUIPMENT(PPE): Suppliers and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of supply of materials inside the dock premises.	AGREE
35.	AUTHORISED SALES/ SERVICE REPRESENTATIVE CERTIFICATE: The tenderer, if he is not the manufacturer of the equipment, shall submit certificate from the manufacturer (in original) that he is the sole manufacturer's authorized sales and service representative in India.	AGREE
36.	DRAWINGS AND MANUALS: The Contractor must supply the following records in English language only along with the equipment. i) Set of maintenance manuals ii) Set of Spare parts Catalogues. iii) Set of working drawings of the equipments, showing all the parts of the equipment being supplied.	AGREE
37.	DEALERSHIP CERTIFICATE: If the tenderer is an authorized dealer/ importer / distributor in Sri Lank, a valid certificate issued by OEM/Principle for the same has to be submitted with tender.	AGREE
38.	Foreign OEM / Manufacturer quoting directly involving Sri Lankan Agent: Where an Foreign OEM/Manufacturer quotes directly involving an Sri Lankan Agent, following provisions must be adhered to: -	AGREE
38.1	An 'Agency Agreement' between them and their agent should be submitted along with their offer defining the role of agent clearly, which is mandatory, and non submission of the same shall cause summary rejection of the offer. Therefore, it is advised that the Foreign OEMs or principals ensure existence of a legally tenable 'Agency Agreement' before the offer is submitted for consideration and the same is submitted. The 'Agency Agreement' should, inter-alia contain the following: -	AGREE
38.1.1	The precise relationship between the foreign manufacturer or the principals and their Sri Lankan Agents;	AGREE
38.1.2	The mutual interest which the manufacturer/principal and the Sri Lankan Agents have in the business of each other,	AGREE
38.1.3	Any payment which the Agent receives in Sri Lanka or abroad from the manufacturer/Principal whether as a commission for the contract or as a	AGREE

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	general retainer fee;	
38.1.4	All services to be rendered by the Agent whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.	AGREE
38.1.5	A copy of Sri Lankan Agent's Income-Tax Permanent Account number to be submitted with tender.	AGREE
38.2	A letter of Authorization as per Annexure-X duly sealed and signed by Foreign OEMs or principals in their letter head should be submitted with tender.	AGREE
38.3	In the tender, either the Sri Lankan agent on behalf of the Principal/OEM or Principal/OEM itself can bid, but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.	AGREE
38.4	The agent is official representative of Manufacturer/Principal. Accordingly Manufacturer/Principal shall be fully responsible for the conduct of their appointed agent.	AGREE
39.	EARLIEST ACCEPTABLE YEAR OF MANUFACTURE: The items should be supplied from the latest manufactured lot (not older than 6 months of date of manufacture) conforming to the current production standard at the time of delivery. Quality certificate from OEM will need to be submitted with the supply and bill.	AGREE
40.	THIRD PARTY & PRE-DESPATCH INSPECTION : Third Party & Pre-dispatch inspection of equipment and materials will be done by any one of the following classification societies - IRS/ LRS/ BVQ/ DNV/ ABS/ SGS. The inspection will be arranged by the supplier at his cost and arrangement. The cost of inspection shall be borne by the supplier.	AGREE
41.	OEM'S COUNTER WARRANTY: A counter warranty certificate shall be submitted by OEM/principal for providing service during warranty period as per condition of contract if their authorized dealer/importer/distributor, who will execute the contract, is replaced / terminated by them or found to be incapable by trustees.	AGREE
42.	PRODUCT SUPPORT The supplier/ OEM will have to ensure and provide after sale product support service in Trincomalee, Sri Lanka for the spares / stores, assemblies/ subassemblies, fitment items and consumables, Special Maintenance Tools (SMT)/ Special Test Equipment (STE), on 02 years of warranty period.	AGREE
43.	TRAINING : Apart from the literature provided, field training on operation and maintenance of the Equipment shall be imparted by the supplier free of cost to the officials nominated by SVP (Ops. & LBP), LANKA IOC PLC.	AGREE
44.	TRIAL: After installation and commissioning, laboratory Equipment shall undergo trail in presence of SVP (Ops. & LBP), Lanka IOC or his authorized officer at site. The said trial shall be at the sole expense and risk of the supplier who shall bear all costs and liabilities of whatever kind arising out of the same.	AGREE
45.	Interpretation of Terms :	
45.1	"Engineer" means the SVP (E), LANKA IOC PLC (or his authorized representative) who has invited the tender for the purpose of this contract only.	AGREE
45.2	SVP (Ops. & LBP) shall mean the in charge of the Chinabay Terminal, Lanka IOC	AGREE

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	or his authorized representatives.	
45.3	"Contractor" means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successors and assigns, if any, permitted by the Board / Chairman.	AGREE
45.4	"LANKA IOC PLC " means Chinabay Terminal, Trincomalee	AGREE
45.5	"Successful Bidder" means Contractor defined under 49.3	AGREE
45.6	"Supplier" means Contractor defined under 49.3	AGREE
46.	Dispatch/Shipping Intimation: The supplier shall notify the trustees as soon as the consignment is shipped/ dispatched and send one set copy of shipping /dispatch documents to trustees.	AGREE
47.	Genuineness of Documents : The bidder shall submit a certificate in the prescribed Pro forma (Annexure-XI) to the effect that the necessary documents that are submitted as per tender conditions, are genuine and correct. In case, any document is found to be false/forged/incorrect at any point of time including execution of contract, he shall be liable for all consequences and responsible for making good any loss to the trustees. Moreover, in such case trustees reserve the right to take action against the bidder as deemed proper.	AGREE

(T.K.ELAMARAN)
S V P (ENGG)

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Annexure-II

TECHNICAL SPECIFICATION

SN	ITEM DESCRIPTIONS	YES	NO	REMARKS
1.0	<u>Automatic Aniline Point Tester- 01 no.</u>			
	Conforming standards : ASTM D611 - Standard Test Methods for Aniline Point and Mixed Aniline Point of Petroleum Products and Hydrocarbon Solvents, Method E			
	Instrument : Automatic Aniline Point Tester			
	Configuration: using a modified thin film technique and direct heating of the sample-aniline mixture with electrical immersion heater.			
	Sample: transparent or opaque / dark (< 8.0 on ASTM color scale) petroleum products			
	Measuring range : 25°C (room temperature) to 170°C by temperature sensor			
	Heating and Cooling Bath—A suitable air bath, a nonvolatile, transparent liquid bath, or an infrared lamp (250 to 375 W), provided with means for controlling the rate of heating.			
	Detection: change of sample turbidity at the aniline point is by response of a photoelectric cell to collimated light directed through the thin film of sample.			
	Availability of digital display.			
	Results reporting : to the nearest 0.05°C			
	Should be authorized dealer for original equipment manufacturer, including carrying out installations, commissioning and providing necessary training to our laboratory staff on operating the instrument, after sales services (providing spares and able to carry out services and repairs).			
	Consumables for two years operation			

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SN	ITEM DESCRIPTIONS	YES	NO	REMARKS
2.0	<u>Multi-Cell Capillary High-Temperature High-Shear (HTHS) Viscometer with computer - 01 no.</u>			
	Conforming standards: ASTM D5481 - Standard Test Method for Measuring Apparent Viscosity at High-Temperature and High-Shear Rate by Multi-cell Capillary Viscometer.			
	Instrument : Multi-Cell Capillary High-Temperature High-Shear (HTHS) Viscometer			
	Diameter of capillary : 0.15 mm			
	Length of capillary : 15 mm to 18 mm			
	Temperature control : 150 °C ± 0.1 °C			
	Pressure range : 350 kPa to 3500 kPa (~50 to 500psi)			
	Pressure control : ±1 %			
	Sample volume : 7 mL ± 1 mL			
	Viscosity range: 1.4 mPa·s to 5.0 mPa·s at 150 °C			
	Minimum 05 no. of viscometer cells			
	Availability of "High Shear Viscosity Calculator" software for,			
	Calibration results recording			
	Determine the calibration coefficients for each viscometric cell			
	Calculate the apparent viscosity and shear rate using the measured flow time and cell pressure			
	Calculate the approximate pressure for the expected viscosity of the sample for the calibrated viscometric cell being used			
	Digital display of flow time, temperature and pressure			
	The thermometer for measuring the temperature of the block has to be a preset digital resistance thermometer			
	Newtonian Oils: having nominal certified viscosities of 1.5 mPa·s to 7.0 mPa·s at 150 °C.			
	Non-Newtonian Reference Sample : having a certified viscosity at 150 °C and 106s ⁻¹			
	Carbon Dioxide or Nitrogen Cylinder, with reducer valve having a maximum pressure of at least 3500 kPa (~500 psi)			

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SN	ITEM DESCRIPTIONS	YES	NO	REMARKS
	Should be authorized dealer for original equipment manufacturer, including carrying out installations, commissioning and providing necessary training to our laboratory staff on operating the instrument, after sales services (providing spares and able to carry out services and repairs).			
	Consumables for two years operation			
	Cost of accessories, consumables shall be given item wise. Prices of spare parts (may not be costed) shall also be noted item wise.			
	Computer with Computer interface			
	Computer minimum requirement, ➤ Processor Intel I5 or above ➤ Operating System: MS Windows 10 Professional ➤ RAM: 4GB ➤ Hard drive: 500GB capacity ➤ Monitor: 18 inch LED ➤ Required Ports: RS-232 [serial Port-9 Pin] for Communication with Instrument.			
3.0	<u>Automated Non-Woods Metal Noack Evaporative Apparatus- 01 no.</u>			
	Conforming standards : ASTM D5800 - Standard Test Method for Evaporation Loss of Lubricating Oils by the Noack Method (Procedure B)			
	Instrument : Automated Non-Woods Metal Noack Evaporative Apparatus			
	Heating Block Unit :			
	Electrically heated by spring loaded base and jacket heaters			
	Circular recess is provided in the center if the heating block to insert the evaporative crucible			
	The jacket heater is configured to ensure a direct contact with the crucible			
	Evaporative Crucible made of stainless steel with screw cover made of nickel-plated brass as per procedure B			

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SN	ITEM DESCRIPTIONS	YES	NO	REMARKS
	The specimen temperature measuring probe			
	accuracy of 0.5°C, or better			
	resolution of 0.1°C, or better			
	probe is provided with a calibration certificate of 250.0°C with a precision of $\pm 0.1^\circ\text{C}$			
	Crucible Clamp and Spanner			
	Reamer, 2-mm diameter			
	Ball Bearing, 3 to 5-mm diameter			
	Glassware Assembly			
	Glass Y-piece, an internal diameter of 4 mm. The upright arms, each 45-mm long, should form an angle such that the arm connected to the crucible extraction tube and the Y-piece form a straight line. The vertical arm is 60-mm long and beveled at 45°			
	Glass Delivery Tubes, an internal diameter of 4 mm, each arm length 100 mm, beveled at 45° at ends entering and leaving the bottles.			
	Bent at an angle of approximately 80°.			
	Bent at an angle of approximately 100°, length to 20 mm of bottle base.			
	Two Glass Bottles, approximately 2-L capacity, fitted with rubber bungs bored to receive inlet and outlet tubes			
	Manometer, inclined form, water-filled, precision 0.2 mm H ₂ O or suitable pressure sensor capable of measuring 20 $\pm$ 0.2 mm of H ₂ O (a 0 to 50-mm H ₂ O pressure transducer has been found to be satisfactory).			
	Glass T-Piece, with bleed valve attached.			
	Vacuum Pump			
	Central Processing Unit (CPU)			
	Capable of controlling the specimen temperature, the vacuum, the time, the heating, and the printing			
	The specimen is heated to 245.2 $\pm$ 0.5°C with the temperature profile recorded in the specimen when tested with a Woods metal apparatus (1 h at 250°C) with automatic test duration compensation			
	Automatically adjusts the pressure differential of 20 $\pm$ 0.2 mm			
	Graphs of the specimen temperature and the vacuum			

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SN	ITEM DESCRIPTIONS	YES	NO	REMARKS
	recorded during the test			
	Noack Reference Fluid–Oil having a known evaporative loss			
	Insulated Gloves			
	Audible alarm and displayed messages at the end of the analysis and in case of errors and/or malfunctions			
	Automatic calibration of temperature & vacuum measuring devices			
	Draft deflector as per appendix X3 in ASTM D5800			
	Should be authorized dealer for original equipment manufacturer, including carrying out installations, commissioning and providing necessary training to our laboratory staff on operating the instrument, after sales services (providing spares and able to carry out services and repairs).			
	Consumables for two years operation			
	Cost of accessories, consumables shall be given item wise. Prices of spare parts (may not be costed) shall also be noted item wise.			
4.0	<u>Automated Cold-Cranking Simulator with computer - 01 no.</u>			
	Conforming standards : ASTM D 5293 - Standard Test Method for Apparent Viscosity of Engine Oils and Base Stocks Between -5 and -35° C Using Cold-Cranking Simulator			
	Instrument : Automated Cold-Cranking Simulator			
	Determination of apparent viscosity of engine oils and base stocks at temperatures between -5 and -35° C at shear stresses of approximately 50 000 to 100 000 Pa and shear rates of approximately 105 to 104 s ⁻¹ for viscosities of approximately 900 to 25 000 mPa.s.			
	Direct current (dc) electric motor that drives a rotor inside a stator			
	Rotor speed sensor or tachometer			
	DC ammeter and fine current-control adjust dial			
	Stator temperature control system that maintains temperature within 0.05° C of set point. Calibrated Thermistor- sensor for insertion in a well near the inside			

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SN	ITEM DESCRIPTIONS	YES	NO	REMARKS
	surface of the stator to indicate the test temperature			
	Heat removal system with a temperature control system			
	Stators with coolant contact			
	Thermoelectric cooled stators			
	Computer and computer interface			
	Test sample injection pump			
	High-silver-containing heat transfer medium			
	Calibration Oils for calibration of -20 0C and - 25 0C Apparent Viscosities			
	Should be authorized dealer for original equipment manufacturer, including carrying out installations, commissioning and providing necessary training to our laboratory staff on operating the instrument, after sales services (providing spares and able to carry out services and repairs).			
	Consumables for two years operation			
	Cost of accessories, consumables shall be given item wise. Prices of spare parts (may not be costed) shall also be noted item wise.			
	Computer minimum requirement, ➤ Processor Intel I5 or above ➤ Operating System: MS Windows 10 Professional ➤ RAM: 4GB ➤ Hard drive: 500GB capacity ➤ Monitor: 18 inch LED Required Ports: RS-232 [serial Port-9 Pin] for Communication with Instrument.			

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ANNEXURE-III

DOCUMENTS TO BE ENCLOSED

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

1. Pre-Qualification Criteria of Tenderers:

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

4. Bidder shall be a manufacturer of Laboratory Equipments or their authorized agent / authorized importer/ authorized distributor/ authorized dealer, else the bid may be summarily rejected.
5. Bidder should have supplied and installed the tendered items or similar laboratory equipments to any industries/any other user during the past five years ending Oct'2019. Values shall be as per following. (In Sri Lankan Rupee or equivalent Foreign currency)
 - a. 3 similar work orders each of value not less than LKR 13.2 Mil OR
 - b. 2 similar work orders each of value not less than LKR 16.5 Mil OR
 - c. Single similar work order of value not less than LKR 26.4 Million
6. The Credential Value and supply criteria for above are detailed as follows :

Cumulative Credential Value for last 05 (Five) Years in LKR or equivalent foreign currency.	Criteria Type of various supply of last 05 (Five) years

Credential for supply in various supply contract(s) as stated above for each lot during the last five (5) years to any industries/any other user / organization, which should be substantiated by producing PURCHASE ORDER copy along with any one or more of the following documents:

- i) Receipted Challan/Delivery Order/Delivery Note/Invoice
 - ii) Certificate of Execution
 - iii) GRN
 - iv) Excise Invoice,
 - v) Tax Invoice
 - vi) Consignment Note
 - vii) Bill of Lading/Air-way Bill (For Foreign Bidder)
 - viii) Customs Shipping Bill of Export (For Foreign Bidder)
 - ix) Custom Bill of Entry (For Foreign Bidder)
- etc. as a proof of supply as required by the tender issuing authority.

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4. Audit Balance Sheet Criteria:

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

In any case that the foreign bidders have provided annual turnover information in foreign currencies, they will be converted into Sri Lankan Rupees using approximate Indicative Exchange Rates published by Central Bank of Sri Lanka as on the date of opening of Technical Bid.

Average annual financial turn over (In Sri Lankan Rupee or equivalent Foreign currency)	LKR 9.89 Mil
--	---------------------

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

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

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(Documents to be signed and enclosed)

ANNEXURE-IV

DECLARATION OF THE BIDDER

SVP (E), Lanka IOC PLC

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

I / We have deposited Requisite Earnest Money.

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

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(Documents to be filled up, signed and enclosed)

ANNEXURE-V

BIDDER'S INFORMATION

SVP (E), Lanka IOC PLC

Tender No.	LIOC/ENG/GT/05/2019-20
Name of work/Item Description:	Tender for Supply, Delivery, Installation, Testing & Commissioning of Laboratory Equipments.
Name of the Company:	
Address:	
Contact Person Name:	
Phone:	
Fax:	
E-Mail Address:	
Have you studied the Pre-Qualification requirement of the selected tender?	Yes / No
Is the company having Copy of VAT/GST Registration Certificate / CST Registration Certificate (TIN)?	Yes / No
Is the company having Current valid Professional Tax Payment Certificate (PTPC)?	Yes / No
Is the Company meeting the pre-qualifying criteria mentioned in the NIT?	Yes / No
Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer.	Yes / No
Are you MANUFACTURERS / authorised dealers/ authorized stockiest/ suppliers for the tendered materials? Please indicate your status.	

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

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

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

I / We agree to upload the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit these Prequalifying document with our offer or the documents are not found in order by LANKA IOC PLC / not acceptable to LANKA IOC PLC, our tender shall be liable for rejection.

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(Documents to be filled up, signed and enclosed)

ANNEXURE-VI

DETAILS OF STATUTORY LEVIES FOR SRI LANKAN BIDDERS:-
(OR FOR LOCAL AGENTS OF FOREIGN BIDDERS)

S/N	TARIFF HEAD	WHETHER APPLICABLE (If applicable, please state rate in %)	
		YES / NO	In %
1.	VAT (for service items only)		

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ANNEXURE-VII

PROFORMA OF DECLARATIONS TO BE FURNISHED BY THE TENDERERS

DECLARATION - 'A'

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

Date :

Place :

Tenderer's signature
Seal

DECLARATION - 'B'

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

OR

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

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

Date :

Place :

Tenderer's Signature
Seal

DECLARATION - 'C'

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

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

Date :

Place :

Tenderer's
Signature & Seal

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DECLARATION - 'D'

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

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

Date :

Place :

Tenderer's
Signature & Seal

N.B.

- A separate sheet may be attached, if the above is not sufficient.
- Strike out whichever is not applicable. If the tenderer employs any person subsequent to signing the above declaration and the employee/s so appointed happens to be the near relatives of the Officer/Director of LIOC, the tenderer should submit another declaration furnishing the name/s of such employee/s who is/are related to the officer/s of LIOC
- List of Directors of LIOC board is attached.

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LIST OF DIRECTORS OF LANKA IOC PLC

SN	NAME OF THE DIRECTORS & ADDRESS
01	Mr. Ranjan kumar Mohapatra , Chairman LIOC, Director (HR) Indian Oil Corporation Limited, Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), <u>Mumbai (India) - 400 051.</u>
02	Mr. Vigyan Kumar , Director LIOC, LIOC, ED (Retail Sales), Indian Oil Corporation Limited, Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), <u>Mumbai (India) - 400 051.</u>
03	Mr. D.R.Paranjape , Director/ LIOC, CGM (Finance), Indian Oil Corporation Limited, (Marketing Division), Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), <u>Mumbai (India) - 400 051.</u>
04	Mr. Manoj Gupta , Managing Director, LIOC, 20 th Floor, West Tower, World Trade centre, Colombo - 01, Sri Lanka.
05	Prof. Lakshman R. Watawala , Director, Lanka IOC PLC, No: 102/ 5, Barnes Place, Colombo - 07, Sri Lanka.
06	Mr. Amitha Goonaratne , Director, Lanka IOC PLC, No 110, Noris Canal Road, Colombo - 10, Sri Lanka.

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ANNEXURE-VIII

FORM OF AGREEMENT

THIS AGREEMENT is made and entered into on this day ofTwo Thousand Twenty 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 subject work aforesaid
 - (b) Special terms & conditions
 - (c) Scope of Works
 - (d) Specifications
 - (e) Conditions of Contract - Parts I & II
- (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.

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.

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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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ANNEXURE-IX

CONDITIONS OF CONTRACT PART I

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

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

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

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CONDITIONS OF CONTRACT PART II

- CLAUSE 1** : Definitions and interpretations
- 1.1.1** : The Employer is
Lanka IOC PLC
20, West Tower,
World Trade Centre,
Echelon Square,
Colombo 01.
- 1.1.2** : Sub-clause 1.1.2 is deleted and the following is substituted therefore
The Contractor means the person who has contracted for the works herein specified and its successors and not any assignee of such person.
- 1.1.3** : Sub-clause 1.1.3 is deleted and the following is substituted therefore
Engineer or Architect or Consultant referred in this tender document is
the person appointed by the Employer to act as Engineer for the purpose of this contract.
- 1.1.14** : Sub-clause 1.1.14 is deleted and the following is substituted therefore
“Approved” and “Approval” means approved in writing including subsequent written confirmation of previous oral approval.
- 1.1.17** : The following new Sub-clause 1.1.17 is added
“Day” means calendar day.
- 1.2** : Sub-clause 1.2 is deleted and the following is substituted therefore
Words importing the singular only also include the plural and vice Versa and words importing the masculine gender shall include the feminine and neuter genders.
- 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

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

- (b) Clause 51 Variations
Ordering a variation if the value of such variation is likely to exceed one percent (1%) of the sum indicated in the letter of Acceptance or Rupees One Million, whichever is less.
- (c) Clause 27 Fossils etc.
- (d) Clause 40 Suspension of work

CLAUSE 5 : Language/s and Law

5.1 : The Language is English

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

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

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

CLAUSE 9 : Contract Agreement

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

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

CLAUSE 10 : Performance Bond

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

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

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Employer. The costs of compliance with the requirements of this clause shall be borne by the Contractor”.

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

CLAUSE 12 The following proviso is added:-

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

CLAUSE 14 Programme to be furnished

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

CLAUSE 15 Construction Management Services

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

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

CLAUSE 19 Watching and Lighting

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

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

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

CLAUSE 20 Care of works

Clause 20(1)

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

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

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

- CLAUSE 21** Insurance of works etc.,
- The additional sum referred to in Clause 21(a) shall be ten percent (10%) of the amount stated in the letter of acceptance.
- CLAUSE 22** Damage to persons and property
- 22(1)** Item (c) be amended to read as follows:-
- “Damage to property which is the unavoidable result of the execution or maintenance by the Contractor without negligence in accordance with the Contract.
- 22(2)** The following proviso is added to the clause 22(2) at the end therefore: -
- “PROVIDED such claims proceedings damages coats charges and expenses arise solely due to the negligence of the Employer”.
- CLAUSE 24**
- 24.1** Accidents and injury to workmen
- Add the words “arising in respect thereof or in relation thereto. The amount certified by the Engineer as due and payable to the Employer by way of such indemnification shall be paid by the Contractor or deducted from the monies due from the Employer to the Contractor” at the end of this clause.
- CLAUSE 36**
- 36(2)** Clause 36(2) is amended to read as follows: -
- “(2) All samples shall be supplied by the Contractor at its own costs.
- CLAUSE 45** The following sentence be added at the end of this clause: -
- “For the purpose of this clause statutory days of rest means all the Mercantile Holidays as declared by the Government of Sri Lanka”.
- CLAUSE 47**
- 47(3)** - Deleted-

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- CLAUSE 52 A new Sub Clause 52(6) is added as follows:
- 52(6) “Notwithstanding any other provision of the contract, if the Contractor intends to claim any additional payments, not mentioned in the Bills of Quantities, pursuant to any clause of these conditions or otherwise, the Contractor shall give notice of intent in writing to the Engineer within Twenty Eight (28) days after the event giving rise to the claim has first arisen”.
- 52(7) A new Sub Clause 52(7) is added as follows: -
- Upon happening of the event referred to in Clause 52(6), the Contractor shall keep records as may be necessary to support any claim it may make. The Engineer upon receipt of notice of a claim may instruct the Contractor to provide any records, as may be material to the claim. The Contractor shall permit the Engineer to inspect all records the Engineer considers relevant and supply copies of same when called for.
- 52(8) A Sub-Clause 52(8) is added as follows: -
- “Within Twenty Eight (28) days giving notice under clause 52(6), the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which it is based (together with the available documentary proof).
- CLAUSE 53 Sub Clauses 53(5), 53(6), 53(6(a)) & 53(7) are deleted.
- CLAUSE 60 Sub Clause 60(1) is deleted and mobilization advance shall not be paid: -
- 60(1) - Deleted-
- 60(2)(c) The materials referred to in this Clause (for payment of materials at site) shall be limited to: -
- i. Steel
- ii. Aluminium components.
- Monthly statements required in this Clause shall be submitted on or before the 10th day of the succeeding month.
- 60(7) Sub Clause 60(7) is amended as follows: -
- In each of lines 5 and 14 the words and figures “ten (10)” be deleted and the following be substituted therefore: - “Fourteen (14)”
- CLAUSE 65
- 65(1) Last paragraph of this Clause “The Employee shall indemnify.connection therewith” is deleted.

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65(5)	This sub-clause be deleted and the following new sub-clause 65(5) be substituted therefore: - 65(5) The special risks are “ the excepted risks” within the meaning of the amended clause 20(2)”.
65(8)	Items (d), (e) and (f) are deleted.
CLAUSE 66	
66(1)	The words “ The same as that.....hereof” in lines 8 to 11 be deleted and the word “payable” shall be substituted therefore.
CLAUSE 67	Clause 67 be deleted and the following new clause 67 be substituted therefore: -
67.	- Deleted-
CLAUSE 68	The words “registered express” be inserted between the words “by” and “post” in the third line.
CLAUSE 70	Original Clause 70 is deleted and the following is substituted therefore: -
70(1)	“The accepted tender will be treated as firm and inclusive of all expenses and taxes payable by contractor and applicable during the entire period of construction”.
70(2)	Notwithstanding any other provisions of this Contract, no variation howsoever in prices will be paid to or deducted from the contractor for fluctuation in prices of materials, components, skilled and unskilled labour and the Contractor will not be entitled to any variation in prices on account of changes in taxes, etc., for imported items/components.
70(3)	The Employer will deduct from the monies due to the Contractor all statutory deductions if any deductible on account of the Contractor and remit to the relevant authorities. A certificate will be issued by the Employer stating the amount deducted and to whom such amounts have been paid. The Contractor shall furnish relevant Tax file numbers to the Employer.
CLAUSE 71	Clause 71 is deleted.
CLAUSE 72	Clause 72 is deleted.

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SEAL

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ANNEXURE-X

PROFORMA OF PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

To:
M/s Lanka IOC PLC
Level-20, West Tower,
World Trade Centre,
Colombo-01.

1. In consideration of the Lanka IOC PLC, having its Registered Office at _____ (hereinafter called "the Company") having agreed to exempt _____ (hereinafter called "The said Contractor(s)/ Supplier(s)/ Seller(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of Security Deposit for the due fulfilment by the said Contractor(s)/ Supplier(s)/ Seller(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee of Rs _____ (Rupees) only. We, _____

hereinafter referred to as "the Bank" (at the request of _____ Contractor(s)/ Supplier(s)/ Seller(s) do hereby undertake to pay to the Company an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by Reason of any breach by the said Contractor(s)/ Supplier(s)/ Seller(s) of any of the terms of conditions contained in the said Purchase Contract Agreement.

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

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

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

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guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate name of the Bank) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s)/ Supplier(s)/ Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Supplier(s)/ Seller(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Contractor(s)/ Supplier(s)/ Seller(s) or forbearance act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Supplier(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

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

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

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

Dated the _____ day of _____ 20__

FOR _____
(Indicate the name and address of the Bank)

PLACE:

DATE:

SIGNATURE OF TENDERER
SEAL

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Annexure—XI

PROFORMA LETTER FOR AUTHORITY FROM MANUFACTURER

To,
SVP (E)
Lanka IOC PLC
Level 20, West Tower,
World Trade Centre, Echelon Square
Colombo 01
Sri Lanka
Sir,

Sub: Tender No. _____

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Bid Document No. _____ for hiring of services for _____

We confirm that we shall be bound by all and whatsoever our said representative shall commit.
Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Authorized e-Mail id :

Authorized Fax No :

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

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Annexure—XII

PROFORMA FOR DECLARATION OF GENUINENESS OF DOCUMENTS

To,
SVP (E)
Lanka IOC PLC
Level 20, West Tower,
World Trade Centre, Echelon Square
Colombo 01
Sri Lanka
Sir,

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

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

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

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

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

SIGNATURE OF TENDERER
SEAL