

NAME OF TENDER:

**ESTABLISHING CALL
CENTRE WITH
ELECTRONIC
COMMUNICATION
TRACKING SYSTEM FOR
COMPLAINTS
REGISTRATION AND
COMPLIANCE FOR LANKA
IOC PETROL STATIONS**

Tender No :	LIOC/ ENG/ PT/ 02/ 19-20
Due Date &Time :	14.02.2020 @ 11:00 Hrs

TECHNICAL/ COMMERCIAL BID



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Tender No: LIOC/ ENG/ PT/ 02/ 19-20

Dtd: 17.01.2020

M/s

.....

.....

.....

Dear Sir,

**SUB: ESTABLISHING CALL CENTRE WITH ELECTRONIC COMMUNICATION TRACKING
SYSTEM FOR COMPLAINTS REGISTRATION AND COMPLIANCE FOR LANKA IOC
PETROL STATIONS**

DUE DATE & TIME: 14.02.2020 @ 11.00 HRS

- 1.0 Following documents forming a part of the mentioned tender are enclosed in single set for carrying out subject works.

S/N	DESCRIPTION
PART A: TECHNICAL/ COMMERCIAL BID	
1	Notice Inviting Tender
2	Introduction
3	Important guidelines to tenderers
4	Undertaking towards documents submission
5	Declaration to be signed and submitted with details
6	List Of Directors Of LIOC
7	Proforma of declaration for Holiday/ Black Listing
8	Special terms and conditions of contract
9	Terms and conditions - Safety
10	Conditions of Contract Part I & Part II
11	Form of Agreement
12	Format for Performance Bond
PART B: PRICE BID	
1	Price bid

- 2.0 We request you to submit your lowest quotation for the work contained in the tender. Your offer complete in all respects must be submitted so as to reach this office of LIOC on or before **14/ 02/ 2020 at 11:00 hrs.** Offer may please be dropped in Engineering department 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**

- 3.0 Bid Bond: The bid bond for LKR 18,000/- in the form of demand draft (drawn in favour of Lanka IOC PLC payable at Colombo) or Bank Guarantee (in the security as per the format enclosed) must be submitted strictly in the Technical Bid cover.
- 4.0 Tender Fee: A tender fee of LKR 5,000/- by Demand draft (in favour of Lanka IOC PLC payable at Colombo) shall be applicable only if purchased, unless not applicable for website downloads.

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SEAL**



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5.0 Submission of Tender Documents:

- 5.1** 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.
- 5.2** 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.

Thanking You,

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

SENIOR VICE PRESIDENT (ENGG)

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NOTICE INVITING TENDER (PRESS NOTICE)

**Lanka IOC PLC**
Lanka IOC

NOTICE INVITING TENDER

Tender no: LIOC/ ENG/ PT/ 02/ 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
ESTABLISHING CALL CENTRE WITH ELECTRONIC COMMUNICATION TRACKING SYSTEM FOR COMPLAINTS REGISTRATION AND COMPLIANCE FOR LANKA IOC PETROL STATIONS. Cost of tender: LKR 5,000/- (non refundable)	17/ 01/ 2020 From 0900 Hrs To 13/ 02/ 2020 up to 1700 Hrs.	SVP (ENGG) TEL: +94 11 2475707 Email: elamarantk@lankaiooc.com , rasara@lankaiooc.com

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

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STATIONS****INTRODUCTION**

1	TENDER NO.	LIOC/ ENG/ PT/ 02/ 2019-20
2	NAME OF WORK	ESTABLISHING CALL CENTRE WITH ELECTRONIC COMMUNICATION TRACKING SYSTEM FOR COMPLAINTS REGISTRATION AND COMPLIANCE FOR LANKA IOC PETROL STATIONS.
3	Tender Fee	LKR 5,000/- (non refundable / non transferable) Demand draft drawn in favour of Lanka IOC PLC payable at Colombo if purchased. Not applicable for website downloads.
4	BID BOND	LKR.18, 000.00
4A	MODE OF SUBMISSION OF BID BOND	A. By Demand draft in favour of Lanka IOC PLC payable at Colombo B. By Bank Guarantee in favour of Lanka IOC PLC issued by any MNC/reputed Bank in Sri Lanka.
5	Sale Of Tenders (between 0900 Hrs to 1700 Hrs on working days)	
	a) Starts On	17 / 01/ 2020 @ 0900 HRS
	b) Closes On	13 / 02/ 2020 @ 1700 HRS
7	PRE BID MEETING	Pre-bid meeting to be held at LANKA IOC PLC, 20TH FLOOR, WEST TOWER, WORLD TRADE CENTER, COOMBO 01 On 31/ 01/ 2020 @ 1000 HRS.
8	DUE DATE AND TIME :	
	a) SUBMISSION OF TENDERS	14/ 02/ 2020 @ 1100 HRS
	b) OPENING OF TENDERS (Technical Bid Only)	14/ 02/ 2020 @ 1115 HRS
9	VERIFICATION OF BID DOCUMENTS (with their original copies)	24th & 25th Feb'2020 (after Tender Opening and during working hours)
10	VALIDITY OF TENDER	120 DAYS
11	NUMBER OF PARTIES TO BE SELECTED	1 NO
12	VALIDITY OF CONTRACT	12 MONTHS WITH PROVISION FOR EXTENSION BY ANOTHER YEAR ON MUTUAL CONSENT
13	PAYMENT TERMS AND CONDITIONS	MONTHLY PAYMENT AFTER SUBMISSION OF COMPLIANCE REPORT FOR THE PARTICULAR PERIOD

SENIOR VICE PRESIDENT (ENGG)SIGNATURE OF TENDERER
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QUALIFYING PARAMETERS

Parties, meeting the following qualifying parameters as per details mentioned below, only need apply:

SL	QUALIFYING PARAMETERS
1.	Similar works: Value of similar works shall be as per following. 1. 3 similar work order of value not less than LKR 0.72 Million OR 2. 2 similar work orders each of value not less than LKR 0.90 Mil OR 3. Single similar work order of value not less than LKR 1.44 Million in any of the last 5 years ending 31/ 12/ 2019 .
2.	Average Annual Financial Turnover during the last 3 FY ie 2016-17, 2017-18 and 2018-19 shall be at least LKR 0.54 Mil . 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. The balance sheet shall be audited by a Chartered Accountant wherever required as per the rule of the Land.
3	Business Registration and VAT registration certificates (if applicable). Proof of only submission of application for VAT registration shall not be considered as valid document.

Definition of similar works:

Experience in providing call centre with Electronic Communication Tracking System (ECTS) for complaints registration and complaint redressal.

Work Orders for providing call centers along with work completion certificate would also be acceptable.

Note:

- Proof of works completed as per qualifying parameters mentioned above shall be supported by copies of work orders, approved drawings, final bill copies/ work completion certificates, etc indicating date of work order, date of completion of works, nature of works and value of works completed etc.
- In case of works taken up prior to the qualifying period (5 years ending 31/ 12/ 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 Profit and Loss account statements, income statements & balance sheet indicating therein Professional receipts.

TENDER FEE:

Tender documents (non transferable) can be obtained from Engineering department, Lanka IOC PLC, 20th floor, West Tower, Echelon Square, Colombo, Sri Lanka by way of a request letter together with tender fee for **LKR 5,000/-** by way of Demand Draft only & drawn in favour of LANKA IOC PLC payable at COLOMBO. This charge not applicable for website downloads.

LIOC shall not be responsible for any Postal / Courier delays if document is sought by post.

BID BOND:

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Tenderers are requested to submit bid bond of **LKR. 18,000/-** in the form of Demand Draft/ BG to be issued by any scheduled bank in Sri Lanka in favour of Lanka IOC (as per format attached with this tender). The BG towards bid bond to be issued by the banks should be valid for a period of 4 months (120 days) from the date of opening of technical/ commercial bids.

Tenders received without bid bond shall be rejected outright.

The bid bond of unsuccessful tenderers shall be returned after finalization of tender and after submission of original cash receipts by the tenderers. Bid bond of successful tenderer shall be returned upon finalization of tender and on acceptance of the PO placed by LIOC.

Tenderers may note that the bid bond shall be forfeited in case of following situations:

- Canvassing of information or submission of forged/ false documents/ information by tenderers.
- Unilateral withdrawal or revision of the offer by the tenderer during the validity period of the offer.
- Backing out after placement of work order.

Bid bond shall not carry any interest.

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

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

PROCEDURE FOR SELECTION OF CONTRACTOR:

Parties are required to give their technical & financial proposals. After technical qualification of parties, financial proposal of technically qualified parties will be opened. Comparative statement of technically qualified Tenderers will be prepared and they will be arranged from lowest bidder to highest bidder for all 3 options i.e. in the ascending order of their amount quoted. The lowest acceptable rate shall be arrived at by following the company's policy on proposal comparison. In case more than one party quotes same rate, the party with higher Average Annual Turnover shall be given precedence.

Once the lowest rate (L1) proposal for each option is established, then the contract to be finalized with the respective party/parties with or without negotiation on sole discretion of LIOC.

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

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

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

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



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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.

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, 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 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.

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

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 Bond	10	SLR 18,000.00
Amount of Liquidated damages	47 (1)	1% per day or part thereof
Limit of Liquidated damages	47 (1)	10% of the Work Order
Amount of bonus (if any)	47 (3)	None
Period of Contract another year on mutual consent.	49	01 year (provision of extension by
Percentage of adjustment of Provisional sums	59 (4) (c)	Ten (10) percent
Mobilization Advance	60 (1)	Nil
Percentage of Retention	60 (4) (a)	Nil
Time within which payment to be made after certificate	60 (7)	21 days

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

on this Day of Two Thousand Twenty.

Signature of Tenderer

in the capacity of and/or duly authorized to sign

this tender for and on behalf of

Signature

Seal & Address

SIGNATURE OF TENDERER
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STATIONS****PUBLIC TENDER (TWO BID SYSTEM)****TECHNICAL BID/ COMMERCIAL BID ABSTRACT****(MUST BE FILLED BY THE TENDERER AND SUBMITTED ALONG WITH TECHNICAL BID)**

SN	DETAILS	LIOC's REQUIREMENT	DETAILS FURNISHED BY TENDERER
1	Bid Bond	LKR 18,000/-	
2	a. Mode of bid bond b. Details of bid bond(DD/ BG no; date; Banker)	DD/ BG	
3	Value of similar works as per Notice Inviting Tender (Copies of Work order, Work completion certificate, Final bills to be enclosed).	As per NIT	
4	Average Annual Financial turnover	As per NIT	
5	List of clients with WO copies	To be enclosed	
6	Credentials	To be enclosed	
7	Validity of tender	120 Days from date of opening of Bid	
8	Work Completion Period	As per NIT	
9	Bio data of important persons of the firm	To be enclosed	
10	Type of firm (Company registration certificate)	To be furnished	
11	VAT registration number (VAT registration certificate)	To be furnished	
12	Tender documents have been signed on all pages with seal & submitted	To be confirmed	
13	Equipment questionnaire	Enclose list of equipment proposed to be deployed to site of works	
14	Experience questionnaire	To be furnished.	
15	Confirm that there are no deviations from tender conditions	To be confirmed	
16	Confirm that bid bind instrument is enclosed in bid cover	To be confirmed	

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

SIGNATURE OF TENDERER:

SEAL & DATE

ADDRESS

**SIGNATURE OF TENDERER
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LIST OF DOCUMENTS REQUIRED IN SUPPORT OF QUALIFYING NORMS

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

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

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

1. ESSENTIAL DOCUMENTS:

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

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

- a) Copy of Balance Sheets including PROFIT & LOSS statements of the previous three consecutive financial years 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 VAT Registration certificate (if applicable).

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

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

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

- i. Non-withdrawal of any conditions imposed in tender document & conditions imposed during negotiations post Price Bid opening.
- ii. Tenderer submitting fabricated/false/ forged documents along with tender documents.
- iii. Party not submitting bid bond.

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

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PARTICULARS OF TENDER FEE

DEMAND DRAFT NO:

DATED.....

ON BANK.....

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

PARTICULARS OF BID BOND

DEMAND DRAFT NO:

DATED.....

ON BANK.....

FOR LKR. 18,000/- (BY WAY OF DEMAND DRAFT PAYABLE AT COLOMBO).

OR

BID BOND NO:

DATED.....

ON BANK.....

FOR LKR. 18,000/- BG (AS PER FORMAT ENCLOSED).

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

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STATEMENT OF CREDENTIALS

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

General Information

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

- Please attach photocopy of relevant documents (Mandatory).
2. Interested Party should have an average annual Financial Turnover as mentioned in the NIT or above in the last 3 financial years ending 31st March 2017.

Financial Year	Turn Over (LKR)	Remarks
2018 - 2019		Photocopy of balance sheet to be submitted. (Mandatory)
2017 - 2018		
2016 - 2017		
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. Interested contractors should have successfully completed similar work as mentioned in the NIT.

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

* Please attach separate sheets duly typed incorporating above information

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UNDERTAKING TOWARDS DOCUMENTS SUBMISSION

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

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

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

Signature of the Tenderer/ Authorized Representative

Name & Address: _____

Seal: _____

Telephone Nos.: _____

Date:

Place:

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PROFORMA OF DECLARATIONS TO BE FURNISHED BY THE TENDERERS

D E C L A R A T I O N - `A`

We declare that we have complied with the Conditions of Contract (Part I & II)

Date :

Place :

Tenderer's Signature & Seal

D E C L A R A T I O N - `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

D E C L A R A T I O N - `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. 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>
03	Mr. Vigyan Kumar , Director/ LIOC, ED (Retail Sales) Indian Oil Corporation Limited, (Marketing Division), Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), <u>Mumbai (India) - 400 051.</u>
04	Mr. Manoj Gupta , Managing Director, LIOC, 20 th Floor, West Tower, World Trade centre, Colombo - 01
05	Prof. Lakshman R. Watawala , Director, Lanka IOC PLC, No: 102/ 5, Barnes Place, Colombo - 07
06	Mr. Amitha Goonaratne , Director, Lanka IOC PLC, No 110, Noris Canal Road, Colombo -10 , Sri Lanka.

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PROFORMA OF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING

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

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm :

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

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

In the case of Company:

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

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

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

Place :

Signature of Bidder:

Date :

Name of Signatory:

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SCOPE OF THE WORK

The following are the key requirements which will be focus on achieving above objectives.

- Petrol station complaints to be received.
- Complaints to be forwarded to the Original Equipment Manufacturer (OEM) / representatives for compliance.
- Complaints to be sent to Field Officers for information and accountability.
- Monitoring the compliant and progress to close the break down maintenance.
- Complaints pending date wise for compliance.
- Delay analysis in attending to the complaint.
- Process of obtaining approval for the nature of complaint registered for financial control.
- Recommendation for payments including calculation of penalty clause for the delay in attending the complaint.
- Complete MIS for all petrol station complaints and compliance.

3.2 Role of the call center

- Call Centre (inclusive of getting the hotline number) to station staff dedicated for Lanka IOC to ascertain complaints from Petrol Sheds.
- Operational hours proposed 8:00am to 20:00pm (All 7 days).
- Agent need to update CRM that is to be developed.
- Upon updating CRM - email to be triggered & call center agent to contact OEM. Ex: L&T etc & inform.
- Agent to follow up every hour on status - Same status to be populated on screens.
- Agent promptly follows up & ensures closure of complaint.

3.3 System Features

- Register petrol sheds including name, contact person, contact no, address geo location, equipment, etc...
- Maintain complain categories (Ex. breakdown, malfunction, replacement, service, etc...)
- OEM registry including respective electronic equipment
- Field Officer Registry including their expertise based on equipment (Name, contact no, location, specialized equipment, active/inactive)

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- Log complain to the system by call center agent by selecting the petrol shed, complain category, equipment and any additional information or remarks
 - Automatic email to OEM based on the equipment
 - Automatic alert (SMS) to field officer based on the equipment
 - Mobile App for Lanka IOC for day today monitoring and for field officers to update job acceptance and completion of the job. Further this will assist all to find the petrol shed location and complain information.
 - Web portal for Lanka IOC to;
 - a. view and monitor complain status
 - b. delay jobs
 - c. pending compliance updates
 - d. complain approval
 - e. payment report including penalty calculation
 - f. Complain inquiry
 - g. Complain history (for given date period)
 - Web portal for OEM to log and update compliance and view complains
- 3.4 The bidder has to submit other software (licensed), cloud storage requirements which their technology support. The Bidders must propose below features and same will strictly evaluating with cost and efficiency.
- i. Cloud Storage
 - ii. Software (Licensed)

Following details required to be provided by the respective bidders along with the price bid;

To Develop, installation and maintenance of Electronic Communication Tracking System (ECTS)	
Cloud Service Provider	
Cloud version (if any)	
No of CPU & Speed	
RAM Capacity	
Hard Disk Capacity	
Server Operating System	
Database Sever	
Web Server	
FTP Server	
Cloud Backup	
Internet Bandwidth	
Any Other	

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3.5 General Requirements

- Cross browser compatible browser-based system which utilizes minimal hardware requirements.
- The system is a highly secured system with different privileges to different users and privileges can be assigned according to the requirements of Lanka IOC.
- System interfaces will be designed to be simple and easy to understand to users, especially considering the busy work environment and user level.

Further extensions can be done to the system with emerging further enhancements as per the proposals of Lanka IOC.

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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 Tender aforesaid
 - (b) Special terms & conditions
 - (c) Conditions of Contract - Parts I & II
 - (d) Tender schedule
 - (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 specifications, 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

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.

CLAUSE 14 Programme to be furnished



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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:-

“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: -



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

CLAUSE 24

24.1.1.1 Accidents and injury to workmen

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

CLAUSE 36

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

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

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

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

CLAUSE 47

47(3) - Deleted-

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

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

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

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

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

“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.



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- CLAUSE 60 Sub Clause 60(1) is deleted and mobilization advance shall not be paid: -
- 60(1) - Deleted-
- 60(2)(c) The materials referred to in this Clause (for payment of materials at site) shall be limited to: -
- i. Steel
 - ii. Aluminium components

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

- 60(7) Sub Clause 60(7) is amended as follows: -
- In each of lines 5 and 14 the words and figures “ten (10)” be deleted and the following be substituted therefore: -
- “Fourteen (14)”

CLAUSE 65

- 65(1) Last paragraph of this Clause “The Employee shall indemnify.connection therewith” is deleted.
- 65(5) This sub-clause be deleted and the following new sub-clause 65(5) be substituted therefore: -
- 65(5) The special risks are “ the excepted risks” within the meaning of the amended clause 20(2)”.
- 65(8) Items (d), (e) and (f) are deleted.

CLAUSE 66

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

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

67. - Deleted-

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

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,

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skilled and unskilled labour and the Contractor will not be entitled to any variation in prices on account of changes in taxes, etc., for imported items/components.

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

CLAUSE 71 Clause 71 is deleted.

CLAUSE 72 Clause 72 is deleted.

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FORMAT FOR FORM OF BANK GUARANTEE FOR BID BOND

1. In consideration to the Lanka IOC PLC (hereinafter called "The Company") having agreed to accept from _____ (name of the tenderer) hereinafter called "the said tenderer") BID BOND in the form of Bank Guarantee, under the terms and conditions of tender No. _____ dated _____ in connection with _____ (mention the details of the tender) (hereinafter called "the said tender"), for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of _____ days from the date of the opening of the tender and other stipulations of the tender we, _____ (indicate the names of the bank) hereinafter referred to as "the Bank" at the request of _____ (mention the name of the tenderer) do hereby undertake to pay on demand to the Lanka IOC PLC an amount not exceeding Rs. _____ in the event of the said tenderer having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions of the stipulations of the said tender and / or the contract if awarded including but not limited to non performance of the contract caused due to revision in price / pricing basis after close of the pricing part of the tender under an order of the Lanka IOC PLC.

2. We _____ (indicate the 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 Lanka IOC PLC stating that the amount claimed is due by way of forfeiture of bid bond or any loss or damage caused to or suffered or would be caused to or suffered by the Lanka IOC PLC by reason of breach by the said tenderer any of the terms or conditions or stipulations contained in the said tender or by reason of the tenderer's failure to perform the stipulation of the said tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We _____ (indicate the name of the bank) undertake to pay to the Lanka IOC PLC any money so demanded notwithstanding any disputes raised by the tenderer in any suit or proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the bank under this bond shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.

4. We _____ (indicate the name of the bank) 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 terms, conditions or stipulation of the said tender and that it shall continue to be enforceable till all the dues of the Lanka IOC PLC under or by virtue of the said tender/ contract have been fully paid and its claims satisfied or discharged or till Lanka IOC PLC certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.



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5. We _____ (indicate the name of the bank) further agree with the Lanka IOC PLC that the Lanka IOC PLC 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 tender or to extend time or performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Lanka IOC PLC against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said tender and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of Lanka IOC PLC or any indulgence by the Lanka IOC PLC to the said tenderer 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 tenderer.

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

8. We, _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Lanka IOC PLC in writing.

Date the _____ day of _____ 20__

For _____
(indicate the name of the bank)

Place:

Date:

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FORMAT FOR BANK GUARANTEE PROFORMA IN LIEU OF SECURITY DEPOSIT

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 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

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**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ ENG/ PT/ 02/ 19-20

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**TITLE: ESTABLISHING CALL CENTRE WITH ELECTRONIC
COMMUNICATION TRACKING SYSTEM FOR COMPLAINTS
REGISTRATION AND COMPLIANCE FOR LANKA IOC PETROL
STATIONS**

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