

NAME OF TENDER:

**SUPPLY, FABRICATING,
INSTALLATION, TESTING &
COMMISSIONING OF 50
NOS OF NEW ACM MSP (TO
BE INSTALLED IN THE
EXISTING FRP SIGNAGE
FOUNDATION) AT PETROL
STATIONS OF LANKA IOC
PLC ACROSS THE ISLAND**

Tender No :	LIOC/ENG/GT-03/2021-22
Due Date &Time :	05.04.2022 @ 15:00 Hrs

TECHNICAL/ COMMERCIAL BID



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REF: LIOC/ ENG/ GT- 03/ 2021-22

DATE: 01/ 03/ 2022

M/S. _____

Dear Sirs,

SUB : SUPPLY, FABRICATING, INSTALLATION, TESTING & COMMISSIONING OF 50 NOS OF NEW ACM MSP (TO BE INSTALLED IN THE EXISTING FRP SIGNAGE FOUNDATION) AT PETROL STATIONS OF LANKA IOC PLC ACROSS THE ISLAND

Dear Sir,

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

S/N	DESCRIPTION
	PART A: TECHNICAL/ COMMERCIAL BID
1	Introduction
2	Notice Inviting Tender
3	Documents to be submitted by tenderers
4	Letter of undertaking to be furnished by tenderers (On letterhead of the firm)
5	Form of tender & Appendix
6	Important guidelines to tenderers
7	Abbreviations and notations
8	Particulars of Bid Bond and tender fee
9	Undertaking towards documents submission
10	Declaration to be signed and submitted with details
11	List Of Directors of LIOC
12	Special terms and conditions of contract
13	Terms and conditions - Safety
14	Technical Specifications
15	Form of Agreement
16	Conditions of Contract Part I & Part II
17	Format for Bid Bond
18	Format for Performance Bond (Security Deposit)
	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 **05/ 04/ 2022 at 15:00 hrs.** Offer may please be dropped in Engineering tender box kept in our office at address given below.

LANKA LIOC PLC,

SIGNATURE OF TENDERER

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

- 4.0 **Bid Bond:** The bid bond for **LKR 477,000/-**(for local bidders) and **USD 2,350/-** (for foreign bidders)in the form of demand draft (drawn in favour of Lanka IOC PLC payable at Colombo) or Bank Guarantee (in the strictly as per the format enclosed) must be submitted strictly in the Technical Bid cover.
- 4.0 **Tender Fee:** A tender fee of **LKR 5000/-**(for local bidders) and **USD 25/-** (for foreign bidders) by Demand draft only (in favour of Lanka IOC PLC payable at Colombo) shall be applicable.
- 5.0 **Submission of Tender Documents:**
- Tender Envelope must be super scribed duly indicating the tender number, due date and time of opening, name of work tendered, address of tenderer. It must be noted that the Technical bid (named as COVER A) & Price bid (named as COVER B) shall be enclosed in separate covers and sealed. The two covers (COVER A & COVER B) in sealed condition containing the above must be enclosed in an outer cover (named COVER C) and sealed and submitted. The outer cover (COVER C) must be super scribed duly indicating the tender number, due date and time of opening, name of work tendered, name and address of tenderer. Non-submission of the tender documents in the manner prescribed above will render the offer liable for rejection.
- 5.1 Tenderers to note that LIOC shall not be responsible for the postal delays in dispatch and receipt of tender documents. Tenderers must also note that all pages of tender along with drawings issued must be signed with stamp and submitted as part of submission of tender.

Thanking You,
Yours Faithfully,
For LANKA IOC PLC.,

FOR SR. VICE PRESIDENT (ENGG)

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INTRODUCTION

1	Name of Work	:	SUPPLY, FABRICATING, INSTALLATION, TESTING & COMMISSIONING OF 50 NOS OF NEW ACM MSP (TO BE INSTALLED IN THE EXISTING FRP SIGNAGE FOUNDATION) AT PETROL STATIONS OF LANKA IOC PLC ACROSS THE ISLAND
2	Place of Work	:	LANKA IOC PLC PETROL STATIONS ACROSS THE ISLAND - 50 NOS
3	Tender Ref	:	LIOC/ ENGG/ GT- 03/ 2021-22
4	Tender Due Date & Time	:	05.04.2022 @ 1500 HRS
5	Tender Cost	:	LKR 5,000/- (USD 25/- BY DEMAND DRAFT ONLY
6	Bid Bond	:	LKR 470,000/- by DD/ BG (USD 2,350/-) By way of TT Transfer
7	Contract Period	:	06 (SIX) MONTHS OR AS STIPULATED IN THE PO
8	Validity of Tender	:	04 (FOUR) Months from date of tender opening (Technical Bid)
9	Pre Bid Meeting	:	29. 03.2022 @ 10:00 HRS
10	Verification of original documents	:	06. 04. 2022 & 07.04. 2022
11	Tender Submission	:	Sr. VICE PRESEDENT (ENGG), LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01, SRI LANKA
12	Contact Person	:	RANKETH WIJAYARATHNA, SM (ENGG) TEL: +94 011 2475720 FAX: +94 011 2391490 OR 247578 EMAIL: ranketh@lankaioec.com

Sr. VICE PRESIDENT (ENGG)

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NOTICE INVITING TENDER (PRESS NOTICE)



Lanka IOC PLC

NOTICE INVITING TENDER

Tender no: LIOC/ ENG/ GT/ 03/ 2021- 22

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, FABRICATING, INSTALLATION, TESTING & COMMISSIONING OF 50 NOS OF NEW ACM MSP (TO BE INSTALLED IN THE EXISTING FRP SIGNAGE FOUNDATION) AT PETROL STATIONS OF LANKA IOC PLC ACROSS THE ISLAND Cost of tender: LKR 5000/- OR USD 25/-(non refundable)	01 Mar'2022 From 0900 Hrs To 04 Apr'2022 Up to 1700 Hrs	SENIOR MANAGER (ENGG) TEL: +94 11 2475720 Email: ranketh@lankaio.com

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

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1	TENDER NO.	LIOC/ ENG/ GT/ 03/ 2021-22
2	NAME OF WORK	SUPPLY, FABRICATING, INSTALLATION, TESTING & COMMISSIONING OF 50 NOS OF NEW ACM MSP (TO BE INSTALLED IN THE EXISTING FRP SIGNAGE FOUNDATION) AT PETROL STATIONS OF LANKA IOC PLC ACROSS THE ISLAND
3-a	ESTIMATED COST IN LKR	LKR 47.70 Mil including Taxes
3-b	ESTIMATED COST IN USD	USD 235,000/- including Taxes
4-a	BID BOND IN LKR	LKR 477,000/- (for local bidders)
4-b	BID BOND IN USD	USD 2,350/- (for foreign bidders)
4-c	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.
5	PRE BID MEETING	Pre-bid meeting to be held at LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01, SRI LANKA On 29/ 03/ 2022 @ 1100 HRS.
6	TENDER SUBMISSION ADDRESS	SR. VICE PRESIDENT (ENGG), LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01, SRI LANKA
7	DUE DATE AND TIME :	
	a) SUBMISSION OF TENDERS	05/ 04/ 2022 @ 1500 HRS
	b) OPENING OF TENDERS (Technical Bid Only)	05/ 04/ 2022 @ 1530 HRS
8	COST OF TENDER DOCUMENTS	LKR 5000/-(for local bidders) and USD 25/- (for foreign bidders) (non refundable / non transferable) DD drawn in favour of Lanka IOC PLC payable at Colombo.
9	VALIDITY OF TENDER	04 (FOUR) Months from date of tender opening
10	NUMBER OF PARTIES TO BE SELECTED	Maximum of 2 Vendors (Work shall be distributed at 50:50 ratios)
11	COMPLETION PERIOD	6(SIX) MONTHS OR AS STIPULATED IN THE PO
12	TENDER SUBMISION	SR. VICE PRESIDENT (ENGG), LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01, SRI LANKA

Sealed tenders in two bid system (a) Technical bid with commercial terms and (b) Price Bid are invited from reputed, established and financially sound parties for **SUPPLY, FABRICATING, INSTALLATION, TESTING & COMMISSIONING OF 50 NOS OF NEW ACM MSP (TO BE INSTALLED IN THE EXISTING FRP SIGNAGE FOUNDATION) AT PETROL STATIONS OF LANKA IOC PLC ACROSS THE ISLAND**. Parties, meeting the following qualifying parameters as per details mentioned below, only need apply:

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QUALIFYING PARAMETERS :

Parties who satisfy the following qualification parameters as per the details given below only need apply.

SL	QUALIFYING PARAMETERS
I.	Value of Similar works completed in any of the last 3 years ending 28/02/2022 : - Three similar Completed works each of value not less than LKR 9.54 Mil (USD 47,000/-) or - Two similar Completed works of each value not less than LKR 11.93Mil (USD 58,750/-) or - One similar Completed works of value not less than LKR 19.01 Mil (USD 94,000/-)
II.	Average Annual Financial turnover during last 3 financial years ending 31 st Mar' 2021 shall be at least LKR 7.16 Mil (USD 32,250/-) . Note: a. The bidder should submit audited balance sheet for the 3 FY i.e. 2018-19, 2019-20 and 2020-21. b. In case the turnover for any of the above years is not furnished then, the turnover shall be taken as ZERO while computing average turnover.
III.	Availability of Business Registration
IV.	Availability of VAT registration certificates. (Local vendors only)

Definition of Similar works:

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

Note:

- a. Proof of works completed as per qualifying parameters mentioned above shall be supported by copies of work orders, final bill copies/ work completion certificates, etc indicating date of work order, date of completion of works and value of works completed etc.
- b. In case of works taken up prior to the qualifying period (3 years ending 31/03/2021) are completed during the qualifying period then, the cost of works completed in the qualifying period shall be reckoned for the purpose of qualification. Proof of turn over shall be supported by copies of audited Profit and Loss account statements & balance sheet indicating therein Professional receipts.

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

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together with tender fee for LKR 5,000/- (USD 25/-) by way of Demand Draft drawn in favour of LANKA IOC PLC payable at COLOMBO.

LIOC shall not be responsible for any Postal / Courier delays if document is sought by post. The tender documents can also be downloaded from our web site www.lankaio.com during the sale period. In such case, the tenderers must ensure that all the documents are downloaded and the responsibility of the same shall vest with the individual tenderer. Before downloading the tender documents from the website, the tenderer should register in the website by giving the correct name of the firm, address and all details as required. It shall be the responsibility of the tenderer to ensure that they register with the web site well in advance and download the documents before due date and time of close of sale. In case, the name and address in which the tenderers have registered at the website does not match with the name and address of in which they have quoted, their tender shall be rejected outright.

The tender documents downloaded are not transferable and can be used only by the registered tenderer who has downloaded the documents. Hence any tender submitted by the tenderers who have neither bought the tender nor downloaded the same shall be rejected outright. **In case, the tenders are downloaded, the tenderers are NOT required to submit the Tender Fee for LKR 5,000/- (USD 25/-) along with the Technical Bid documents.**

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

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

PERIOD OF CONTRACT (COMPLETION PERIOD):

6 (SIX) MONTHS from the date of handing over the sites which shall be taken as 14th day from the date of issue of commencement order or the actual date of handing over of the site whichever is earlier for 25 Sites.

VALIDITY OF TENDER:

04 (FOUR) MONTHS from the date of opening of the tender.

PROCEDURE FOR SELECTION OF CONTRACTOR:

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

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C. **Technical Qualification:** Tenderer will be considered as technically qualified based on meeting qualifying parameters and after verification of original documents towards the same as stipulated above. In the event, document submitted by the tenderer is found to be forged or incorrect, such tenderer shall be rejected and bid bond submitted shall be forfeited immediately. Such tenderer is also liable to be put on Holiday List by IOC. Parties who have carried out the work on sub contract basis shall not be eligible to participating in the tender.

D. **Price Bid Opening & Finalization of parties:**

Tenderers are required to quote Plus or Minus Percentage for (Part A and Part B) given in the Schedule of works. Rates quoted in (Part A - Part B) will be considered when finding out the "Lowest Acceptable Offer". If tenderer is VAT registered vendor, in case price including VAT will be considered for evaluation. Status of tenderers shall be arrived at based on the price quoted for (Part A - Part B) and inclusion of VAT if applicable by individual tenderers and arranged from lowest bidder to highest bidder in terms of quotation received. In case of identical rates received, parties having higher annual average turnover in the last 3 financial years shall get precedence.

"THE LOWEST ACCEPTABLE RATE" WITH OR WITHOUT NEGOTIATION, ACCEPTED BY LANKA IOC & AWARD OF CONTRACT:

The parties are required to quote their Plus or Minus Percentage or At Par quote in the attached Schedule of works. The local parties are also required to mention their applicability for VAT and current applicable rate of VAT.

A merit list based on the quoted percentage (Part A - Part B) and applicable VAT if any, of the bidders in ascending order shall be prepared to decide list.

The **lowest acceptable rates** shall be offered to the parties serially as per the above merit list. The lowest acceptable rate shall be treated as the rate acceptable to Lanka IOC PLC taking into consideration abnormal quotes. In other words, abnormally low & high quotes can be rejected.

The lowest acceptable rate (L-1) with or without negotiation & accepted by Lanka LIOC i.e.. L1 rate shall be offered to the other parties for matching. Parties matching the L-1 rates shall be considered for award of contract and preference will be given in the ascending order of the respective original quotations till the time the required nos. of parties are empanelled.

With reference to the initial quotes, the L-1 Contractor shall be considered for award of 50% of the estimated value of works and other Contractor shall also be eligible for award of balance 50% of the estimated value of works respectively.

However, Lanka IOC at its sole discretion reserves the right to increase or decrease the value of works/work allocation ration/ no. of Contractors etc. Any contractors shall not have any claim whatsoever regarding the same.

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.

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The contract shall be finalized with **maximum of two (02) parties.**

In case required number of technically qualified bidder, who have matched the established L1 rate is not available, then the entire work shall be allotted to L1 bidder.

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 tenderers 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 **SVP(ENGG), LANKA LIOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01 (SRI LANKA)** before the due date and time mentioned above.

Sr. VICE PRESIDENT (ENGG)

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FORM OF TENDER

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

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

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

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STATIONS OF LANKA IOC PLC ACROSS THE ISLAND**

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

Signature of Tenderer

in the capacity of and/or duly authorised to sign

this tender for and on behalf of

Signature

Seal & Address

SIGNATURE OF TENDERER

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**APPENDIX TO FORM OF TENDER
Clause**

Amount of Bond Guarantee	10	LKR 470,000/-(for local bidders) and USD 2,350/-(for foreign bidders)
Period of Completion from Work order	41	As Stipulated By LIOC
Amount of Liquidated damages	47 (1)	1% per week or part thereof
Limit of Liquidated damages	47 (1)	10% of the Work Order
Amount of bonus (if any)	47 (3)	None
Period of Maintenances	49	05 year
Percentage of adjustment of Provisional sums	59 (4) (c)	Ten (10) percent
Mobilization Advance	60 (1)	Nil
Percentage of Retention	60 (4) (a)	10%
Time within which payment to be made after certificate	60 (7)	21 days

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

on this Day of Two Thousand and Twenty Two.

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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PUBLIC TENDER (SINGLE BID SYSTEM)

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

SN	DETAILS	IOC's REQUIREMENT	DETAILS FURNISHED BY TENDERER
1	Bid Bond	LKR 477,000/- (for local bidders) and USD 2,350/- (for foreign bidders)	
2	a. Mode of bid bond b. Details of bid bond (DD/ BG no; date; Banker)	DD/ Pay Order/ Bankers' cheque/ BG	
3	Value of similar completed works (Copies of Work order, Work completion certificate, Final bills to be enclosed).	To be enclosed	
4	Average Annual Financial turnover	To be enclosed	
5	List of clients with WO copies	To be enclosed	
6	Bio data of important persons of the firm	To be enclosed	
7	Type of firm (Company registration certificate)	To be furnished	
8	VAT registration number (VAT registration certificate for Local Vendors only)	To be furnished	
9	Tender documents have been signed on all pages with seal & submitted	To be confirmed	
10	Confirm that there are no deviations from tender conditions	To be confirmed	
11	Confirm that the Price bid does not contain any condition	To be confirmed.	
12	Any other relevant information	To be furnished.	

SIGNATURE OF TENDERER:

SEAL & DATE

ADDRESS

SIGNATURE OF TENDERER

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ABBREVIATIONS & NOTATIONS

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

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

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STATIONS OF LANKA IOC PLC ACROSS THE ISLAND**

PARTICULARS OF TENDER FEE

DEMAND DRAFT/ RECEIPT NO:

DATED.....

ON BANK.....

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

PARTICULARS OF BID BOND

DEMAND DRAFT NO:

DATED.....

ON BANK.....

**FOR LKR 477,000/- (FOR LOCAL BIDDERS) AND USD 2,350/- (FOR FOREIGN BIDDERS) (BY WAY OF
DEMAND DRAFT PAYABLE AT COLOMBO).**

OR

BID BOND NO:

DATED.....

ON BANK.....

**FOR LKR 477,000/- (FOR LOCAL BIDDERS) AND USD 2,350/- (FOR FOREIGN BIDDERS) 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 for local vendors) *	
6	Telephone / Fax/ Email	
7	Registration with Govt./ any organization *	
8	Any other relevant details	

- Please attach photocopy of relevant documents (Mandatory).
2. Average annual Financial Turnover in the last 3 financial years ending 31st March 2021.

Financial Year	Turn Over (LKR)	Remarks
2020 - 2021		Photocopy of balance sheet to be submitted. (Mandatory)
2019- 2020		
2018 - 2019		
Note: In case of non-submission of balance sheet for any particular FY, the same shall be considered as ZERO for computation of avg. Turn Over.		

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3. Successfully completed similar works.

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

* Please attach separate sheets duly typed incorporating above information

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UNDERTAKING TOWARDS DOCUMENTS SUBMISSION

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

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

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

Signature of the Tenderer/ Authorized Representative

Name & Address: _____

Seal: _____

Telephone Nos.: _____

Date:

Place:

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PROFORMA OF DECLARATIONS TO BE FURNISHED BY THE TENDERERS

DECLARATION - 'A'

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

Date :

Place :

**Tenderer's signature
Seal**

DECLARATION - 'B'

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

OR

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

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

Date :

Place :

**Tenderer's Signature
Seal**

DECLARATION - 'C'

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

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

Date :

Place :

**Tenderer's
Signature & Seal**

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DECLARATION - 'D'

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

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

Date :

Place :

**Tenderer's
Signature & Seal**

N.B.

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

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LIST OF DIRECTORS OF LANKA IOC PLC

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

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PROFORMA OF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING

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

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm :

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

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

In the case of Company:

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

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

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

Place :

Signature of Bidder:

Date :

Name of Signatory:

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SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 SECURITY DEPOSIT/ PERFORMANCE BOND:

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

A. INITIAL SECURITY DEPOSIT:

The successful tenderer within 14 days of receipt of acceptance of tender issued by owner shall deposit initial security deposit for an amount of 10% of the contract value in any of the following 2 modes.

- a. Demand draft drawn in favour of LANK IOC PLC payable at Colombo.

OR

- b. Bank Guarantee (as per the format enclosed) valid for a period of 27 months to be submitted prior to commencement of works. The BG shall be subsequently extended for a period to cover 24 months from the date of completion of the work. This BG shall be submitted directly by the bankers under their covering letter to the office of LIOC in a sealed cover.

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

- 2.0 For tenders involving more than one location the sites may be handed over to the contractor simultaneously or at different times. However, Lanka IOC may withdraw/ replace any number of sites from the contract due to some unforeseen circumstances that may prevent handing over of the sites. The contractor will not be entitled for any compensation if one or more sites are removed from the scope after the award of work.

- 3.0 The contractor shall arrange all necessary power and water for the whole of the works mentioned in the Schedule of works. The Contractor shall have to make his own arrangement for laying cable/pipeline from the existing sources in the Terminal. Only flameproof cable and fittings of LIOC approved makes shall be allowed for tapping the power. Contractor should install approved metering device at their cost and prevailing rates shall apply for the quantity of power & water consumed.

- 4.0 Entire works should be carried out as per LIOC specifications, drawings and instructions at site. Any omissions / Deviations without LIOC approval in writing will result in rejection of contractor's claim payment.

- 5.0 All materials supplied by the contractor shall be of best quality and shall be approved by LIOC Engineer before use. All necessary test certificates shall be provided by the contractor.

- 6.0 Wherever supplies of materials are in the scope of Contractor, the same could be supplied only after obtaining written permission from LIOC Engineer.

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7.0 The rates quoted shall be inclusive of all taxes and duties as applicable and no separate payment shall be made in this regard.

8.0 LIOC reserves the right to accept or reject in part or whole, any or all tenders without assigning any of the reason to it. Also LIOC reserves the right not to accept the lowest quotation and no query from the contractor will be entertained in these regards.

9.0 **WATER SUPPLY:**

The contractor shall arrange water/procure water required for the work at his own cost for all leads and lifts. LIOC shall not be responsible for supplying water and Contractor shall ensure timely and adequate supply of water to meet the schedule.

10.0 **POWER SUPPLY:**

The contractor shall make his own arrangement for power required for the work at his cost. DG set of suitable capacity may be installed and operated by the contractor at his cost. LIOC shall not be responsible for power supply and contractor shall ensure proper supply of electricity to meet the schedule.

The electrical works shall be carried out through Licensed Electrical personnel only.

11.0 **CONTRACTOR'S SCOPE OF SUPPLY:**

11.1 All materials including ACM panels, structural steel, consumables, testing appliances, tools and tackles necessary for completing the work shall be procured & supplied by the Contractor at his own cost unless otherwise specified in the schedule. No claim/ delay on this account will be entertained by the LIOC.

11.2 LIOC reserves the right in selection of best makes of materials to be procured by the contractors & contractor shall procure the same only up on the approval by site in charge.

12.0 **FIRM PRICE:**

Once the offer is accepted and agreement executed, the rates shall be valid till the completion of works in all respects and no escalation whatsoever will be entertained on any grounds. The rate quoted to include all taxes and duties including NBT as applicable & no variation or reimbursement shall be entertained due to revisions in statutory tax or levies imposed by the Government of Sri Lanka. **VAT alone if payable shall be to LIOC account for Local Vendors Only.**

13.0 **ON ACCOUNT PAYMENTS:**

On Account Bills shall be paid for the work done, measured and certified.

14.0 **PAYMENT TERMS:**

- Up to 50% of payment after installation of MSP.
- Balance 50% after Testing & commissioning of MSP

No advance payment shall be made to any contractor.

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15.0 THIRD PARTY INSPECTION:

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

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

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

16.0 The rates include all leads & lift unless and otherwise specified & cost of all material labour, taxes, transport charges on materials at all levels, and overhead expenditure.

17.0 In case of any variation between the clauses stipulated in the special terms and those stipulated in general terms, works contract etc., the stipulations in the special terms and conditions shall take precedence.

18.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS:

The contractual price payable shall be subject to adjustment by way of liquidated damages at the rate of 1% of order value per week subject to a total of 10% of the order value.

19.0 SPECIAL CLAUSE:

Vendors must ensure to fabricate the base plates of new ACM MSPs which shall be exactly matched with the anchor bolt dimensions of existing MSP foundation. In this case vendor must arrange site measurements of existing foundations so that new ACM MSPs can be installed at existing foundations without any difficulty. No Separate payments shall be entertained in this account.

The contractor is required to take necessary care to protect to the existing nearby structure while carrying out his scope of work. Any damage caused to other property shall be rectified at his own cost.

20.0 GUARANTEE:

All workmanship and sub-contracted items should be guaranteed by the Vendor within the defect liability period mentioned in the tender. In the event of any defect in the equipment or workmanship manifesting themselves, the tenderer will replace/ repair the any defects at Vendor's cost and risk on due notice.

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21.0 WARRANTY:

- 2 (Two) year warranty against manufacturing defects for all materials/accessories of entire ACM MSP including LED lights shall be provided
- 10 (Ten) Years company warranty for one to one replacement of ACM sheet against colour fading including free labour for replacements shall be provided

22.0 TESTING OF MATERIALS/ WORKS:

- 22.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.
- 22.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 22.3 The work is subject to inspection at all times by the Site Engineer/ Engineer-in-Charge/ representatives nominated by LIOC. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical documents and the relevant codes of practice furnished to him during the performance of the work.
- 22.4 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectifications at his own cost.
- 22.5 All results of inspection & tests will be recorded in the inspection reports, proforma, which will be approved by the Site Engineer/ Engineer-in-Charge. These reports shall form part of the completion documents.
- 22.6 Inspection & acceptance of works shall not absolve the Contractor from any of his responsibilities under this Contract.

23.0 BILL OF QUANTITIES:

- 23.1 Bill of quantities are approximate and payment shall be made as per actual certified measurements. The contractor is not entitled for any sort of compensation towards excess materials procured / stored.
- 23.2 After the placement of the order the successful tenderer shall not be allowed to sublet or assign any part of the work order without LIOC's prior written consent.
- 23.3 In case of any new items operated, detailed rate analysis will be done in consultation with the contractor to arrive at rates. However, final decision on rate shall solely be with LIOC.

24.0 AUTHORISED REPRESENTATIVE:

- 24.1 The successful tenderer within 10 days of receipt of acceptance of tender, name an engineer responsible for the job at site on behalf of the contractor. Bidder should give in

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writing to the LIOC, the name of his authorised and qualified engineer who will supervise the work and shall remain at the site during execution of the job.

25.0 SITE CLEANING:

- 25.1 The Contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.
- 25.2 Working site should be always kept cleared upto the entire satisfaction of the Engineer-in-Charge. Before handing over any work to owner the contractor in addition to other formalities to be observed as detailed in the document,- shall clear the site to the entire satisfaction of Engineer-in-Charge.

26.0 MISCELLANEOUS REQUIREMENTS:

- 26.1 It shall be contractor's responsibility to obtain approval for any revision and/or modifications decided by the contractor from the Owner/Engineer-in-Charge before implementation. Also such revisions and/or modification if accepted / approved by the Owner/Engineer-in-Charge shall be carried out at no extra cost to the owner.
- 26.2 Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data / drawings furnished along with the offer, will be carried out by the contractor at no extra cost to the owner.
- 26.3 All expenses towards mobilization & demobilization including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 26.4 It shall be entirely Contractor's responsibility to provide, operate & maintain necessary construction equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner & complete all jobs as per time schedules.
- 26.5 Preparing approaches and working area for movement and operation of the cranes, levelling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour etc. to provide suitable allowances in his quotation. The Contractor, at his own cost, may have to build temporary access roads to aid his own work which shall also be taken care while quoting for the work
- 26.6 The procurement and supply in sequence and at the appropriate time of all materials & consumables shall be entirely the Contractor's responsibility. Rates for execution of work will be inclusive of supply of all these items.

27.0 SAFETY:

Since works have to be carried out in petroleum storage and distribution establishment, the contractor should ensure that day to day operations, safety and security of the location are not affected in any way on account of the works being carried out. In case of any damage

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to our properties due to the negligence on the part of the contractor or their workmen, the contractor will be held responsible and liquidated damages as assessed by the LIOC would be recover from them.

When hot works are involved, the following safety precautions have to be strictly observed before commencement of works.

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

28.0 SAFETY PRECAUTIONS & HOT WORK:

- 28.1 Contractor shall have to take all safety precaution for carrying out hot work in the premises after obtaining hot work permit from location in charge at his own cost as directed by the Engineer-In-Charge. Necessary safety equipment such as safety belts,

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helmets and other equipments are to be positioned by the contractor and use as per requirement.

- 28.2 Any casualty or damage caused to property or person by any untoward incidents while executing this contract will be at the contractor's risk and cost.
- 28.3 The contractor shall also abide by hot work permits to be taken on day to day basis from the location as per policy of the LIOC.
- 28.4 The successful tenderer shall be responsible for observance of all conditions as per Appendix III furnished along with GCC with regard to safety.
- 29.0 The tenderers are advised to submit their offer strictly as per the terms and conditions and specifications contained in the tender document and not put forth conditions/ counter conditions. Conditional tenders received subsequent to the pre bid meeting tenders shall render the offer liable for rejection.
- 30.0 Tenderers to note that the rates quoted for items contained in the price schedule shall be inclusive of all the works involved for according all assistance to the LIOC for commissioning the system. It may be noted that commissioning assistance shall be limited to supply of all labour, stud bolts, nuts, washers, gaskets which give way during commissioning.
- 31.0 **MATERIAL WITHOUT APPROVAL**
- 31.1 Any material brought without prior written approval, shall be entirely at the risk and cost of the Contractors.
- 31.2 If contractor brings defective/substandard materials at site it shall be the responsibility of the contractor for the removal and disposal of the same at his cost. LIOC shall not entertain any claim for the contractor in this account in case the contractor fails to remove such materials within 15 days after notice in writing to the contractor LIOC reserves the right to dispose such materials at the entire risk and the cost of the contractor.
- 31.3 Work order quantities are approx. and payment shall be made only as per actual measurements. The contractor is not entitled for any sort of compensation towards materials procured /stored in excess of the measured quantity, if any.
- 31.4 Excess quantities over that mentioned in work order or extra item or deviation in work order should not be carried out by the contractor unless he has been asked to do so in writing and if carried out without such written approval the same will be at risk and cost of the contractor.
- 31.5 Detailed measurements of works carried out shall be taken jointly by the contractor and LIOC representative at every stage of work before proceeding to next stage
- 31.6 The entire works shall be carried out under the supervision of the authorized representative of LIOC.
- 32.0 While carrying out the work, extreme care should be taken to ensure the safety of the personnel engaged by the contractor for the work and the men working with other

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contractor and LIOC personnel. Contractor shall obtain required License from the Labor officer if required as per law before starting the work.

- 33.0 LIOC reserves the right to operate or not to operate any items mentioned in the schedule.
- 34.0 Any additional items of work that become necessary during the course of execution shall be authorized and approved for full details of the work by LIOC representative before execution of the same.
- 35.0 LIOC reserves right to have the choice of the best material which are in the contractor's scope of supply.

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

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

Signature of Tenderer :

Name :

Title :

+

Address :

Date & Seal :

SIGNATURE OF TENDERER

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TERMS & CONDITIONS - SAFETY

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

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

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

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

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

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TECHNICAL SPECIFICATIONS

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MONOLITH SPECIFICATION

1. Introduction

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

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

2. The Corporate Symbol

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

- Orange coloured globe/circle.
- Enclosed by a dark blue coloured outer ring and a dark blue coloured band (across) on which "Lanka IOC" is written in specific Devanagiri letters.
- Below this roundel "Lanka IOC" is written as one word.

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

3. Significance of Colors

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

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

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

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4. Typeface Specification

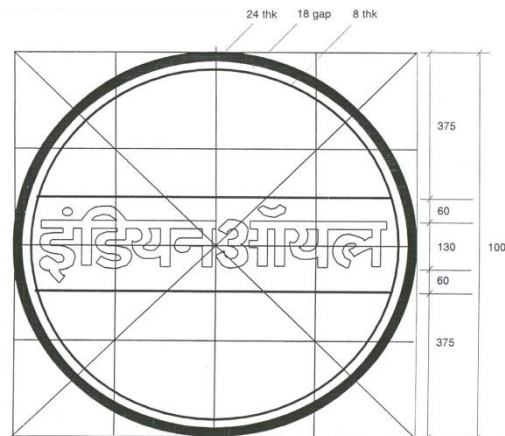
All English characters should be written using 'Helvetica Bold' Typeface. The letter spaces in between two letters vary in dimension. So there can be no standardized figure for this. The best is the output one gets from ATM fonts.

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

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

TYPICAL DRAWING OF ROUNDEL LOGO OF INDIAN OIL

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



ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz

HELVETICA BOLD FONT FOR ROMAN CHARACTERS

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

5. DESIGN CRITERIA

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

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

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5.3. Thermal Movement:

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

5.4. Flatness

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

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

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

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

6. MATERIAL & PROCESSES SPECIFICATIONS

Only important elements used in the fabrication of RVI for Monoliths have been described in detailed in this section.

6.1. ACM:

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

6.2. VINYL:

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

List of Approved makes:

- (1)** 3M:
- (a)** 3630 series
- (b)** Retro-reflective - Diamond grade type 9
- (c)** Electrocute

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- (2)** Avery Dennison:
- (a)** XL 5500 series
- (b)** Diamond grade type 8
- (c)** Electrocut

6.3. LIGHT ENHANCEMENT FILM / BRIGHTNESS ENHANCEMENT FILM:

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

List of Approved makes:

- (1)** 3M:
- (a)** 3635-100 series
- (b)** Light enhancement film
- (2)** Avery Dennison:
- (a)** 4890 series
- (b)** Brightness enhancement film

6.4. ELECTRICAL WORK:

LED Single sided modular lights of 0.72 W shall be used with 60 W of power supply (Driver of 60W & 12 VDC output) for lighting in canopy fascia (Lanka IOC, 4 mts Backlit) & Spreaders.

The below mentioned Luminance level (in Cd./Sq.Mts.) shall be strictly followed:

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

Minimum no. of Single Sided LED modular lights (0.72 W) required to achieve the above mentioned luminance level is as follows:

- I. Monolith Frontlit - 208 Modules
 - a) For Lanka IOC Logo (One Side) - 76 Modules
- II. Monolith Backlit - 256 Modules
 - a) For Lanka IOC Logo (One Side) - 76 Modules
 - b) For Lanka IOC letters (One Side) - 28 Modules
 - c) For Diesel / Petrol (One Side) - 12 Modules (Each for Petrol / Diesel)

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III. Monolith AOD - 316 Modules

- a) For Lanka IOC Logo (One Side) - 76 Modules
- b) For Lanka IOC letters (One Side) - 28 Modules
- c) For Diesel / Petrol (One Side) - 12 Modules (Each for Petrol / Diesel)

All wiring shall be done using 1.5mm sq. multi-strand copper conductors as per IS 694, latest edition, insulated with FRLS PVC insulation. No joints shall be permitted between two wires in the middle of a length. 10 Amp capacity nylon connectors shall be used to connect the RVI element with the wire/cable providing it electrical energy. Connectors shall ensure that no live part may touch a human finger during normal course. All LED Single Sided modular lights, Power supply and wires in any RVI element shall be properly secured to metal framework to ensure that none are loose during the normal course of operation. The scope covers all electrical work including providing 'Elmax' type connectors to the source of power supply to the RVI element. Detailed specifications of LED Single sided modular lights and power supply are enclosed in **Annexure VII**.

List of Approved makes:

i. LED Single Sided Module and Power Supply

- (a) General Electric.
- (b) Osram.
- (c) Neenjas Technologies Pvt Ltd.
- (d) Tridonic
- (e) General LED (Agilight)

ii.FRLS copper conductors:

- (a) Finolex
- (b) National
- (c) Rallison
- (d) L& T
- (e) Anchor

6.5. MILD STEEL SQUARE HOLLOW SECTION

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

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

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

- i. The certificates from approved manufacturer for the tubes are provided by the concerned distributor for sourcing of the tubes.
- ii. The original Hologram is available on the supplied Hollow Sections.

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- iii. Test certificates for Hollow Sections conforming to IS 4923 are issued by the Converter.
- iv. Correlation of Test Certificates for tubes sourced from M/s Jindal and Hollow Sections converted is maintained.

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

6.6. POLYCARBONATE SHEET

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

6.7. ALUMINIUM

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

6.8. ADHESIVES

List of Approved Makes:

- 1. Double side tape
Grade : VHB Tape 4956, 12mm wide
- 2. Acrylic Adhesive
Specified : Permabond TA 4246
Alternative : Permabond F245, Bondmaster F246, F245
- 3. Structural Sealant (Not provided in specifications.)
Recommended make : Dow Corning 795:
Alternatives: Rhodosil-SG445, GE-SSG-4000AC

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ANNEXURE - IV

SPECIFICATIONS FOR ACM

Composition:

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

Overall thickness of ACM : 4mm OR 3 mm (+0.2mm)

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

Surface Finish :

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

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

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

Colour Definitions:

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

Warranty:

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

- De-lamination.
- Color fading
- Loss of gloss.

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

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

Mandatory identification marks:

Each ACM panels shall bear markings as follows:

a. On Peel-off-foil:

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

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

- i.** Production batch identification number or Date & Time of production of ACM panel for establishing linkage with the batches.
- ii.** Any other information as per manufacturer's policy such as paint reference number etc.
- iii.** Manufacturer's name/brand printed clearly for easy identification.

General Conditions:

- a.** ACM supplier shall provide technical assistance to the selected converters using their material. The training/ assistance to include advice on the use of appropriate equipment and hardware for ACM fabrication and installation. The training/ assistance to include training to the selected ACM converters' personnel in India/ Abroad, for correct methodology to be adopted for ACM fabrication and installation.
- b.** IndianOil Engineer-in-Charge may ask for training schedule/ report from the converter and/ or manufacturer under (inter-alia) following conditions :
 - i.** Inability to produce RVI elements as per designs despite efforts on the part of the converter.
 - ii.** If the workmanship of RVI elements is found to be unacceptable/ poor.
- c.** No further application of paint by means of any method shall be permitted after first painting of ACM at the manufacturer's factory. No repair/ touch-up of factory finished paint coated surface shall be permitted at any time. Engineer-in-Charge may reject such RVI elements at no cost to IndianOil.

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

S. No.	Description	Standard Test	Acceptable Value/Result
A. Physical Tests For ACM			
1.	Overall Thickness of ACM	Visual Check/ Measurement as per QAP	3mm ($\pm$ 0.2mm) or 4mm ($\pm$ 0.2mm)
2.	Aluminium Skin Thickness (each side)	Visual Check/ Measurement as per QAP	0.3mm (+0.04mm)/(-.025mm)
3.	Panel weight (ACM)	Visual Check/ Measurement as per QAP	3.8 Kg/m ² (+ 5%) or 4.75 Kg/m ² ($\pm$ 5%)
B. Properties of Aluminum Skin			
1.	Tensile strength (Rm)	ASTM E8	Minimum 110 N/mm ²
2.	Modules of elasticity	ASTM E8	Min 68000 N/mm ²
3.	Elongation	ASTM E8	A ₅₀ $\geq$ 4%
4.	0.2% proof stress	ASTM E8	Minimum 100 N/mm ²
C. Properties of Paint Finish (Front Side Only)			
1.	Coating Type	Using FTIR (instrument) or chemical method	DURAGLOSS - Cycloaliphatic Polymer Resin Cross-Linked with a specific melamine blend LUMIFLON - Fluoro Ethylene Alkyl Vinyl Ether PVDF - Polyvinylidenfluorid
2.	D.F.T. (Dry Film Thickness) of paint	ASTM D 1400 or ECCA T1	23.75 Micron to 45 Micron
3.	Specular Gloss	ASTM D 523 or ECCA T2	Solid Colors 25-40% Metallic Colors 20-35%
4.	Abrasion Resistance	ASTM D 968 or ASTM D 4060	>25 liters per unit or < 45mg/ 1000 cycles (weight loss)
5.	Gloss Retention	ASTM 523 or ECCA T2	Min 60% (after 10 years)
6.	Color Retention	ASTM D 2244 or ECCA T3	5 units (Max.) over 4000 hrs.
7.	Chalk Resistance	ASTM D4214 or ECCA T14	Max rating 8 units after 4000 hrs.
8.	Adhesion	ASTM D3359 or ECCA T6	No adhesion loss permitted

Approved Makes:

Best brands available in the market complying with above specifications and approved by LIOC.

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ANNEXURE - V

PASTING OF VINYL FILM

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

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

1. Application:
 - i) Clean the substrate as per recommendation of vinyl manufacturer.
 - ii) Remove entire liner from adhesive side of film.
 - iii) Align the film and press one edge to surface with finger.
 - iv) With a squeeze, apply remaining film using overlapping strokes. Hold the film away from surface to avoid pre adhesion.

1. Remove pre-mask:

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

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

2. Remove entrapped air:

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

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

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Annexure VI

LEF / BEF Specification

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

LEF- Light Enhancement Film

BEF- Brightness Enhancement Film

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Annexure VII

Specifications of Single Sided LED Modular Lights

Sr. No.	Parameters	Significance	Desirables
Specifications for LED Module			
1	Make of LED Chip	to have creditable and quality products	Osram / Philips/ Nichia/ Cree / Lumiled
2	Colour CCT	CCT defines the color which the light will Emit. 2000-3000K : Warm White; 3000-5000K : Day light color 6000-7000K : Pure white color ; >7000K : Cool white color	6500 / 7100 Kelvin(K)
3	Certifications of LED Chip	To check brightness degradation.	LM80
4	Beam Angle	A beam angle defines the distance at which the module can be kept behind the vinyl to have uniform brightness	>=110 Degree (Angle of Irradiation)
5	Mounting Technology	LED Mounting - compactness by SMD Module Mounting - Modules should not come out with heating and wind pressure.	Surface Mounted Device (SMD) / On double sided FR4 board
6	Watt/Module	Wattage per module helps to calculate the total power our signage will consume.	0.72
7	Chips / Module	To check no. of LED's used in a Signage.	3 Chips/Module
8	System efficacy (Lm/W)	It is a measure of the efficiency of a lighting system.	>95 Lm/W
9	Operating temperature	To ensure proper functioning of signages at various locations.	-10 degree C to + 45 degree Centigrade
10	LED Module life	It indicates the number of hours before the luminance drops to 70% of initial output.	Min 50000 Burning Hrs

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Sr. No.	Parameters	Significance	Desirables
11	Housing Module Material	Housing module material selected for holding the LED chip and lens.	Poly carbonate (PC) / RoHS (Reduction of hazardous substances) Compliant material to be used.
12	Operating Voltage for LED Modules	DC voltage at which LED module operates.	12V DC
13	CRI (Colour Rendering Index)	The color rendering index (CRI) is the index of LED tube light compared with natural light.	>=70
14	Protection Class	IP defines the protection of Modules for Dust and water	Min IP66
15	Certifications & Standards for Modules	No Hazardous substance and meeting international standard.	LM79 & CE (European Conformity) / UL (Underwriters Laboratories) RoHS (Reduction of Hazardous Substances) EN62031, EN62471
Specifications for LED Driver			
16	LED Driver	Converts I/P AC voltage to 12V DC voltage for LEDs.	OEM's make of LED Modules
17	Driver Wattage (W)	Wattage at which driver is designed.	60W - 220W
18	Surge protection (in KV inbuilt)	To protect the system from fluctuation in voltage.	Inbuilt Min 4KV (Line to ground)
19	Supply voltage for drivers	Voltage range at which LED drivers function.	140-280V
20	Power Factor (at 230V 50 Hz)	To minimize the losses and increase efficiency.	> 0.90
21	Output Voltage	Specified voltage at which LED module operates.	12V DC +10% Tolerance
22	Protection Class	IP defines the protection of Modules for Dust and water	Min IP66

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Sr. No.	Parameters	Significance	Desirables
23	Standards for LED Driver	International standards.	CE (European Conformity) / UL (Underwired laboratory) EN 55015, EN 61000-3-2 ,EN 61000-3-3,, EN 61000-4-5, ,EN 61547, EN 61347-1, EN 61347-2-13
24	Cable for modules	Standard cable to avoid heat and fire.	AWG 18
25	Cable for drivers	Standard cable to avoid heat and fire.	AWG 18 / AWG 17
26	Warranty	To ensure quality and life of product.	5 Years warranty on LED modules and drivers

LIST OF APPROVED MAKES FOR MATERIALS

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

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FORM OF AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSED as follows: -

- (1) The words and expressions in the agreement shall have the meaning assigned to them in the conditions of contract, which is part and parcel of this agreement and hereinafter referred to.
- (2) The following documents shall be deemed to from, be read with and construed as part and parcel of this agreement
 - (a) The Tender aforesaid
 - (b) Special terms & conditions
 - (c) Conditions of Contract - Parts I & II
 - (d) Tender schedule (Bills of Quantities)
 - (e) Specifications
 - (f) Memorandum of understanding if any
- (3) The Contractor shall execute, complete, commission, test, hand-over and maintain the works and remedy defects, in conformity in all respects with the provisions of the contract, more fully described in the Drawings, Tender schedule (Bills of Quantities), Specifications and Conditions of Contract aforesaid, in consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned.
- (4) The Employer shall pay the Contractor the Contract price at the times and in the manner described by the aforesaid Schedule of payments. In consideration of the execution, completion and maintenance of the works aforesaid.

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

ON BEHALF OF EMPLOYER

ON BEHALF OF CONTRACTOR

.....

.....

.....

.....

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

Witnesses

(1)

(2)

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CONDITIONS OF CONTRACT PART I

L IOC PLC

CONDITIONS OF CONTRACT PART I

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

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

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

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CONDITIONS OF CONTRACT PART II

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CONDITIONS OF CONTRACT PART II

CLAUSE 1 : Definitions and interpretations

1.1.1 : The Employer is

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

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

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

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

1.1.14 : Sub-clause 1.1.14 is deleted and the following is substituted therefore

“Approved” and “Approval” means approved in writing including subsequent written confirmation of previous oral approval.

1.1.17 : The following new Sub-clause 1.1.17 is added

“Day” means calendar day.

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

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

CLAUSE2 : Duties and Power of Engineer’s Representative

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

(a) Clause 4 Sub-letting

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

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

(c) Clause 27 Fossils etc.

(d) Clause 40 Suspension of work

CLAUSE 5 : Language/s and Law

5.1 : The Language is English

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

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

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

CLAUSE 9 : Contract Agreement

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

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

CLAUSE 10 : Performance Bond

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

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

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“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”.

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.

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CLAUSE 22 Damage to persons and property

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

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

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

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

CLAUSE 24

24.1.1.1 Accidents and injury to workmen

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

CLAUSE 36

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

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

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

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

CLAUSE 47

47(3) - Deleted-

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

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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.

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.

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

67. - Deleted-

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

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

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

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

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

CLAUSE 71 Clause 71 is deleted.

CLAUSE 72 Clause 72 is deleted.

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