

NAME OF TENDER:

**RATE CONTRACT FOR
FABRICATION & SUPPLY OF
HORIZONTAL MILD STEEL
UNDERGROUND TANKS FOR
STORAGE OF PETROLEUM
PRODUCTS AT PETROL
STATIONS**

Tender No :	LIOC/ ENG/ PT/ 02/ 2022-23
Due Date &Time :	19/ 10/ 2022 @ 11:00 Hrs

TECHNICAL/ COMMERCIAL BID



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PETROLEUM PRODUCTS AT PETROL STATIONS ACROSS THE ISLAND**

Tender No: LIOC/ENG/PT/02/2022-23
Dt: 04/ 10/ 2022

M/s.

.....
.....
.....

Dear Sir,

**Sub: RATE CONTRACT FOR FABRICATION & SUPPLY OF HORIZONTAL MILD STEEL
UNDERGROUND TANKS FOR STORAGE OF PETROLEUM PRODUCTS AT PETROL STATIONS.**

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

Part 1- Technical and Commercial/ Unpriced Bid (ENVELOPE 1)

1. Notice Inviting Tender
2. Technical/ Commercial Bid abstract
3. Introduction
4. Abbreviations
5. Form of Tender & Appendix
6. Particular of Tender Fee & Bid Bond
7. Undertaking Towards Document submission
8. Declaration towards downloading documents from web site
9. Declaration to be signed and submitted with details
10. List of directors on Lanka IOC Board
11. Proforma of declaration for Holiday/ Black Listing
12. Statement of credentials
13. Special terms and conditions.
14. Terms & Conditions -Safety
15. General, Material, Technical specifications & Scope of works.
16. Drawings
17. Form of Agreement - Specimen Copy
18. Condition of Contract Part I & II

Part 2- Price Bid (ENVELOPE 2)

1. Schedule of Rates only

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 on or before **19/ 10/ 2022 at 11:00 hrs.** Offer may please be dropped in Engineering tender box kept in our office at address given below.

**ENGINEERING DEPARTMENT,
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 100,000/-** in the form of demand draft (drawn in favour of Lanka IOC PLC payable at Colombo) or Bank Guarantee (strictly as per the format enclosed) must be submitted strictly in the Technical Bid cover.

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- 4.0 **Tender Fee:** A tender fee of **LKR 5000/-** by cash/ Demand draft (in favour of Lanka IOC PLC payable at Colombo) shall be applicable.

The tenders can also be downloaded from the web site of the firm www.lankaio.com in which case the tender fee of LKR 5000/- is not applicable.

- 5.0 **Submission of Tender Documents:**

Tender Envelope must be superscribed 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 marked. 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.,

**Shashank Jadhav
Sr. VICE PRESIDENT (ENGG)**

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HORIZONTAL MILD STEEL UNDERGROUND TANKS FOR STORAGE OF
PETROLEUM PRODUCTS AT PETROL STATIONS ACROSS THE ISLAND****NOTICE INVITING TENDER**

1	TENDER NO.	LIOC/ ENG/ PT/ 02/ 22-23
2	NAME OF WORK	RATE CONTRACT FOR FABRICATION & SUPPLY OF HORIZONTAL MILD STEEL UNDERGROUND TANKS FOR STORAGE OF PETROLEUM PRODUCTS AT PETROL STATIONS
3	BID BOND	LKR 100,000/-
3A	MODE OF SUBMISSION OF BID BOND	A. By Demand draft only in favour of Lanka IOC PLC payable at Colombo
4	SALE OF TENDERS (between 0900 Hrs to 1700 Hrs on working days)	
	a) STARTS ON	04/10/2022 at 0900 Hrs
	b) CLOSING ON	18/10/2022 at 1700 HRS.
5	DUE DATE AND TIME :	
	a) SUBMISSION OF TENDERS	On or before 19/10/2022 @ 1100 HRS
	b) OPENING OF TENDERS (Technical Bid Only)	19/10/2022 @ 1130 HRS
6	TENDER FEE	LKR. 5,000/- (non refundable / non transferable) drawn in favour of Lanka IOC PLC payable at Colombo. Tender fee not applicable if downloaded from the www.lankaio.com
7	VALIDITY OF TENDER	120 days from Date of opening of Technical Bid
8	PRE BID MEETING	Nil
9	VERIFICATION OF ORIGINAL DOCUMENTS	21/10/2020
10	NUMBER OF PARTIES TO BE ENLISTED	FIVE (05) parties and TWO (02) parties on waiting list LIOC reserves the right to increase or decrease the number of parties to be empaneled at its discretion and none of the bidders shall have any claim whatsoever in such cases.
11	CONTRACTUAL PERIOD	06 months from the date of acceptance of the tender by LIOC and extendable by further 06 months based on mutual consent
12	WORK COMPLETION TIME	Minimum 5 tanks per 04 weeks to maximum of 10 tanks per 04 weeks will be in single call up order, as per details given in tender

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 **RATE CONTRACT FOR FABRICATION & SUPPLY OF HORIZONTAL MILD STEEL UNDERGROUND TANKS FOR STORAGE OF PETROLEUM PRODUCT AT PETROL STATIONS.** 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
1.	Single work order of similar works: The party should have an experience of completing 01 similar completed work of value not be less than LKR 36.8 Million (Including VAT) or 02 similar completed works, each of value not less than LKR 23 Million (Including VAT) or 03 similar completed works, each of value not less than LKR 18.4 Million (Including VAT) in any of the last 3 years ending 31/ 03/ 2022.
2.	Average Annual Financial turnover during last 3 financial years ending 31 st Mar' 2022 i.e. 2019-20, 2020-21 and 2021-22 shall be at least LKR 13.8 Million. Note: 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.
3.	Availability of Company registration certificate and VAT registration (if claiming VAT).

Definition of Similar works:

The party should have successfully completed a similar work as single order in "MECHANICAL NATURE" as below.

Works of Mechanical nature shall mean:

Pipeline work with Mild Steel or other metal;

AND/OR

Vertical Tanks/ Horizontal Tanks/ Bowser/ Vessel/ Boiler

AND/OR

Structural fabrication.

In case works for fabrication and supply of underground/ above ground tanks for petrol sheds are carried out under a rate contract the, sum total value of works completed under multiple call up orders under a given rate contract shall be considered as eligible.

Note:

- 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.
- In case of works taken up prior to the qualifying period (3 years ending 31/03/2019) are completed during the qualifying period then, the cost of works completed in the qualifying period shall be reckoned for the purpose of qualification. Proof of turn over shall be supported by copies of 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 together with tender fee for LKR 5,000/- 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.

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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/- 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:

06 MONTHS from the date of acceptance of tender by LIOC. The contract can be extended for a period of another 06 months at the terms and conditions of tender on mutual consent.

PROCEDURE FOR SELECTION OF CONTRACTOR:

- A. **Pre-bid meeting:** Nil.
- B. **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**
- C. **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. **The Bids of the Tenderers who do not report for verification of original documents on date mentioned may be summarily rejected.**
- D. **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 LIOC. Parties who have carried out the work on sub contract basis shall not be eligible to participating in the tender.

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- E. **Price Bid Opening & Finalization of parties:** Tenderers are required to quote fixed percentage above or below the rates given in the Price Schedule. Price Bid of only technically qualified parties shall be opened, after intimation to successful tenderers. Status of tenderers shall be arrived at based on the price quoted by individual tenderers and arranged from lowest bidder to highest bidder in terms of quotation. In case of identical rates received, parties having higher annual average turnover in the last 3 financial years ie as worked out for qualifying criteria shall get precedence.

The lowest acceptable rate with or without negotiation & accepted by Lanka LIOC ie. L1 rate shall be offered to the other qualified parties for matching. Qualified parties matching the L-1 rates shall be considered for award of contract and preference being given in the ascending order of the respective original quotations till the time the required nos. of parties are empaneled.

- F. The Jobs shall be awarded among the empaneled 05 parties equitably (& additional 02 parties on waiting list) during the contract period. However, Lanka IOC at its sole discretion reserves the right to increase or decrease the value of works/ no. of Contractors and Contractor's shall not have any claim whatsoever regarding the same.

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

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

Sr. VICE PRESIDENT (ENGG)

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FORM OF TENDER

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

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

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

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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

APPENDIX TO FORM OF TENDER

	Clause	
Amount of Bond Guarantee	10	LKR 100,000.00
Period of Completion from Work order	41	As Stipulated By LIOC
Amount of Liquidated damages	47 (1)	1% per day or part thereof
Limit of Liquidated damages	47 (1)	10% of the Individual Work Order
Amount of bonus (if any)	47 (3)	None
Period of Maintenances	49	01 year
Percentage of adjustment of		
Provisional sums	59 (4) (c)	Ten (10) percent
Mobilization Advance	60 (1)	Nil
Percentage of Retention	60 (4) (a)	Five (05) percent
Time within which payment to be made after certificate	60 (7)	14 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

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PUBLIC TENDER (TWO BID SYSTEM)

TECHNICAL BID/ COMMERCIAL BID ABSTRACT

(MUST BE FILLED BY THE TENDERER AND SUBMITTED ALONG WITH TECHNICAL BID)

SN	DETAILS	IOC's REQUIREMENT	DETAILS FURNISHED BY TENDERER
1	Bid Bond	LKR 100,000/-	
2	a. Mode of bid bond b. Details of bid bond(DD no date; date; Banker)	DD/ Pay Order/ Bankers' cheque	
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 Technical Bid	
8	Validity of Contract	06 (SIX) MONTHS	
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 (If claiming VAT)	
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 technical bid cover	To be confirmed	



Lanka IOC

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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.	

PARTICULARS OF BID BOND

DEMAND DRAFT NO:

DATED.....

ON

BANK.....

FOR LKR.100,000/- (BY WAY OF DEMAND DRAFT PAYABLE AT COLOMBO).

SIGNATURE OF TENDERER:

SEAL & DATE

ADDRESS

SIGNATURE OF TENDERER
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ABBREVIATIONS & NOTATIONS

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

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

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STATEMENT OF CREDENTIALS

The party must meet the following Qualifying Criterion:

1. Party should have average annual financial turnover of LKR 13.8 Million and should have successfully completed Single work order of similar work: **The party should have an experience of completing 01 similar completed work of value not be less than LKR 36.8 Million (Including VAT) or 02 similar completed works, each of value not less than LKR 23 Million (Including VAT) or 03 similar completed works, each of value not less than LKR 18.4 Million (Including VAT) in any of the last 03 financial years ending 31/ 03/ 2022 or the current year.**

The party should have successfully completed a similar work as single order on "MECHANICAL NATURE" as per definition given in the NIT.

2. 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).

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3. Interested Party should have an average annual Financial Turnover of LKR 13.8 Million or above in the last 3 financial years ending 31st March 2022.

Financial Year	Turn Over (LKR)	Remarks
2019 - 2020		Photocopy of audited balance sheet to be submitted. (Mandatory)
2020 - 2021		
2021 - 2022		
Note: Average Annual Financial Turnover during the last 3 FY ie 2019-20, 2020-21 and 2021-22 shall be at least LKR 13.8 Million . 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.		

4. Interested contractors should have successfully completed Single work order of similar work: **The party should have an experience of completing 01 similar completed work of value not be less than LKR 36.8 Million (Including VAT) or 02 similar completed works, each of value not less than LKR 23 Million (Including VAT) or 03 similar completed works, each of value not less than LKR 18.4 Million (Including VAT) in any of the last 03 financial years or the current year.**

Similar work includes Fabrication and Supply of horizontal/ vertical mild steel storage tanks of capacity of 9KL OR steel pressure vessels of capacity 8 cum and above for storage of petroleum product.

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. Drawings
6. Terms & Condition - Safety
7. Form Of Agreement
8. Conditions of contract (Part I & Part II)
9. Statement of Credentials
10. All other documents forming part of tender

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

Signature of the Tenderer/ Authorized Representative

Name & Address: _____

Seal: _____

Telephone Nos.: _____

Date:

Place:

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DECLARATION FOR DOWNLOADING DOCUMENTS FROM WEBSITE

(To be submitted by tenderers downloading documents from Website)

(To be signed by Power Of Attorney holders)

I/We hereby declare that:

I/ We have downloaded the documents pertaining to the subject tender from www.lankaioc.com containing all attachments including the drawings forming part of tender.

I/ We have submitted printout of all the above documents along with the tender and have not altered the tender documents.

I/ We understand that it is our responsibility to download all the above documents and submit printout of the same before due date & time of closing of Tender. I/ We also hereby undertake to confirm that our bid shall not be considered by the LIOC in case all the documents forming part of the tender hosted on the website are not submitted by us.

Name:

Address:

Date:

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PROFORMA OF DECLARATIONS TO BE FURNISHED BY THE TENDERERS

DECLARATION - 'A'

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

Date :

Place :

Tenderer's 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

SIGNATURE OF TENDERER
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:

SIGNATURE OF TENDERER
SEAL

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 BID BOND:

Tenderers are requested to submit bid bond of **LKR. 100,000/-** 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.

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

2.0 TENDER FEE:

The intending tenderers must submit tender fee of **LKR 5,000/-** towards purchase of tender document from the office of LIOC. The tender fee shall be in favour of LANKA IOC PLC payable at COLOMBO.

In case, the tenderers download the tender documents from the web site www.lankaio.com, then, the tender cost of LKR 5,000/- is **NOT** required to be submitted.

Tender fee is non refundable.

3.0 COMPLETION PERIOD:

- 3.1 Successful tenderer will be required to fabricate minimum 05 tanks per week to maximum of 10 tanks per 04 week will be in Single Call Up Order, accordingly, Call Up Orders will be issued for 05 to 10 tanks with time period of 04 weeks.
- 3.2 The tank shall be supplied to the site within 5 days or the Time stipulated by LIOC from the date of placing the call up order for each site, failing which liquidated at the rate of 1% of value of unfinished tank per day subject to a maximum of 10% of tank contained in each call up order. For the purpose of determining Liquidated damages, entire tank shall be considered as unfinished even if a single item pertaining to the tank is not done. Contractual Value of that particular tank shall be considered for computing Liquidated damages. The liquidated damages shall be rounded off to nearest LKR 100/-. This will be in addition to and without prejudice to the other rights available to LIOC under said works contract and the General conditions of the Works

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Contract. Tenderers to note that the time limit under a call up order shall start concurrently for all the tanks.

4.0 VALIDITY OF CONTRACT:

The contract shall be valid for a period of **06 (SIX) MONTHS** from the date of acceptance of the contract. Upon expiry of 06 months, and further extendable for a period of another 06 months at the same rates, terms and conditions on mutual consent between LIOC and successful tenderer. LIOC may also increase the quantity for further 100 tanks for the extended period.

5.0 VALIDITY OF TENDER:

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

6.0 SECURITY DEPOSIT/ PERFORMANCE BOND:

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

A. INITIAL SECURITY DEPOSIT:

The successful tenderer within 14 days of receipt of acceptance of tender issued by owner shall deposit initial security deposit for an amount of LKR 100,000/- in any of the following mode.

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

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

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

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

7.0 Acceptable Rates & Award of Contract:

- 7.1 The parties are required to quote their lowest percentage rate (+/-) which will be uniformly applicable on all the items of the attached Schedule of Rates (SOR).
- 7.2 A merit list based on the quoted percentage rate of the bidders in ascending order shall be prepared to decide enlistment.

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- 7.3 The **lowest acceptable rate** shall be offered to the parties serially as per the above merit list. The lowest acceptable rate shall be treated as the rate acceptable to Lanka IOC PLC taking into consideration abnormal quotes. In other words, abnormally low & high quotes can be rejected.
- 7.4 The parties agreeable to match the lowest acceptable rate in serial order as per above list shall only be considered for enlistment & finalization of the contract.
- 7.5 The rate contract shall be finalized with **FIVE (05) parties and 02 (TWO) parties on waiting list** .
The Jobs shall be awarded among the empaneled 5 parties equitably during the contract period. However LIOC reserves the right to increase or decrease the number of parties to be empaneled and to increase or decrease the % allotment of work to the parties at its sole discretion and none of the bidders shall have any claim whatsoever in such cases. If technically qualified parties were less than required 05 parties in that case the limit per party of (46 Million) will be increased, complying parties turnover of 30% of contract value.
- 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 not withstanding their status on quoted rates.
- 8.0 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 Petrol Shed. 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.
- 9.0 The successful tenderer will have to execute an agreement with LIOC PLC, covering all aspects to the contract, in the form prescribed, immediately before commencement of work. Intending tenders should acquaint themselves with provision of the agreement before sending the tenders.
- 10.0 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.
- 11.0 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.
- 12.0 Wherever supplies of materials are in the scope of Contractor, the same could be supplied only after obtaining written permission from LIOC Engineer.
- 13.0 The rates quoted shall be inclusive of all taxes and duties as applicable and no separate payment shall be made in this regard.
- 14.0 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.

**15.0 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.

16.0 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.

17.0 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.**

18.0 Payment Terms:

100% Payment towards cost of tank, transportation & unloading as per relevant items of price schedule along with VAT shall be made on delivery of each tank to respective petrol shed and on the certification from LIOC engineer upon receipt of quality Assurance Report including necessary Test reports, Warrantees & Guarantees etc. as per the specifications.

No advance payment shall be made to any contractor.

19.0 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.

20.0 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.

21.0 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 call up order value per day subject to a total of 10% of the call up order value.

22.0 MATERIAL WITHOUT APPROVAL

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



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- 22.2 If contractor brings defective/substandard materials at site it shall be the responsibility of the contractor for the removal and disposal of the same at his cost. The Corporation shall not entertain any claim for the contractor in this account in case the contractor fails to remove such materials within 15 days after notice in writing to the contractor the corporation reserves the right to dispose such materials at the entire risk and the cost of the contractor.
- 22.3 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.
- 22.4 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.
- 22.5 Detailed measurements of works carried out shall be taken jointly by the contractor and our Site Engineer at every stage of work before proceeding to next stage
- 22.6 The entire works shall be carried out under the supervision of the authorized representative of the Corporation.
- 23.0 On enlistment, the works shall be awarded on individual call up orders up-to the value up to **LKR 23 Million (including VAT)** against the rate contract based on our requirement.
- 24.0 LIOC reserves the rights to negotiate with the tenderer. The tenderer shall confirm the negotiation within the stipulated time. If the tenderer fails to comply, LIOC reserves the right to reject the tender at their discretion.
- 25.0 While carrying out the work, extreme care should be taken to ensure the safety of the personnel engaged by the contractor for the work and the men working with other contractor and LIOC personnel. Contractor shall obtain required License from the Labor officer if required as per law before starting the work.
- 26.0 Approximate number of tanks required during the rate contract period shall be minimum 05 tanks per 04 weeks to maximum of 10 tanks per 04 weeks will be in Single Call Up Order, accordingly call up orders will be issued for 05 to 10 tanks with time period of 04 weeks.
- Tenderers may note that the quantity given above is approximate and actual quantity of tanks to be fabricated during the rate contract period may vary based on actual requirement. However, tenderers shall fabricate as many tanks as per call up order to be placed by LIOC during the rate contract period.
- 27.0 LIOC reserves the right to operate or not to operate any items mentioned in the schedule.
- 28.0 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 Engineer before execution of the same.
- 29.0 LIOC reserves right to have the choice of the best material which are in the contractor' s scope of supply.

Sr. VICE PRESIDENT (ENGG.)

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**SIGNATURE OF TENDERER
SEAL**



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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
SEAL**

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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.

When hot works are involved the 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.

**Sr. Vice President (Engg.)
Lanka IOC PLC**



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TECHNICAL SPECIFICATIONS

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- 1.0 Fabricators must have ample storage space to store minimum 10 tanks at their premises.
- 2.0 Tenderers shall indicate the address of their fabrication shop with necessary infrastructure for bending plates, welding, assembling and arrangement of testing of tanks at a hydrostatic pressure of 0.5 Kg. /Sq.Cms. and their capacity to fabricate the tanks per month and radiography of the tanks.
- 3.0 Indents will be placed by the Head Office periodically based on this Rate Contract indicating the time schedule with in which the tanks shall be fabricated in all respects with fittings, tested and delivery to the required destination.
- 4.0 **CUTTING, ROLLING AND WELDING OF PLATES:**
 - a. The shell plates shall be rolled accurately to the required curvature and maintain uniform curvature. The fabricator will ensure that the plates are truly rectangular by measuring diagonals.
 - b. The width of the smallest shell shall not be less than 300 mm.
 - c. Fabricator will ensure that the longitudinal seam weld joints of the shell will always be in the upper 1/3rd diameter of the tank. Any change in this shall be permitted with our prior approval only.
 - d. Plates to be joined by butt-welding shall match accurately and held firmly in position during the welding operation.
- 5.0 **WELDING ELECTRODES**
 - a. Manual arc welding electrodes shall conform to E-60 and E-70 classification of AWS-4.5.1
 - b. E-6013 High tetra potassium covering.
 - c. Welding electrodes may be of any of the following manufacturers.
 - i. ESAB India Ltd.
 - ii. Advani Orlekon
 - iii. D & H Sechron Electrodes
 - iv. D & H India Ltd Or Equivalent
- 6.0 The welding will be full-run-welds at all joints, both internally and externally. All slag shall be cleared with wire brushes. Before the final assembly of tank, all dust, welding rod ends, slags, and scales are removed from inside as well as outside the tank.
- 7.0 In multi-layer welding, each layer of weld metal shall be thoroughly cleaned of slag and other deposits before the next layer run is applied. All completed welds shall be de-slugged, brushed and thoroughly cleaned before the final inspection.
- 8.0 The reverse side of double welded butt joint shall be back chipped ground or flame gouged before the application of the first run of welding to this side, in a manner which

will leave the exposed surface accessible and satisfactory for fusion of the weld metal to be added.

- 9.0 Joints shall be staggered to ensure no '+' joints formed on the shell.
- 10.0 No cutting will be permitted on joints for providing appurtenances on the shell.
- 11.0 There shall be no undercutting of the base metal.
- 12.0 With butt joints reinforcement of about 1.5mm will normally be provided. This is no case should exceed 2mm.
- 13.0 The edge of all welds shall merge with the surface of the adjoining plates without forming a sharp angle.
- 14.0 Grinding of weld shall not be carried out except under approval of the Corporation. In no case final layer of weld be ground.
- 15.0 CAF gasket shall conform to IS :2712 and shall be of either
 - a. IGP
 - b. Dikson & Co.
 - c. Seima Engineering Pvt. Ltd.
 - d. Modern Industrial Products Or Equivelant
- 16.0 DIMENSIONAL TOLERANCES:
 - a. Diameter :

The maximum tolerance on diameter on any point on the length will be (+/-) 0.35% of specified diameter (calculated from external circumferential measurement) unless specified in relevant BS codes.
 - b. Overall length:

The maximum tolerance on overall length will not be more than (+/-) 0.5% of the overall length given unless specified in relevant IS codes.
 - c. Circularity :

The maximum tolerance on circularity i.e., difference between maximum and minimum diameter shall not be more than 1% of nominal internal diameter unless specified in relevant IS codes.
- 17.0 REPAIR OF WELDS

Defective welds found during testing, shall be cut for a distance of not less than 25mm on either side of the defective spot, and completely re-run. The tank shall be again tested to the satisfaction of the Corporation's Engineer.

TECHNICAL SPECIFICATION

01. The horizontal underground mild steel tanks for petroleum product storage shall be fabricated in accordance with BS 2594/ IS 10987 (latest edition).
02. The successful tenderer should submit fabrication details such as cutting schedule of plates, details of fit-up for welding of plate joints, welding procedure, painting schedule and programme of work.
03. LIOC shall nominate inspection Engineer(s) who will have all time access to the workshops, places where work is being done as well as the place from where the material is being obtained for the work.
04. Welders used for the welding work would be tested by LIOC prior to commencement of work and only LIOC approved welders would be allowed to do the welding work of tanks.
05. The successful tenderer should purchase the material required for fabrication of tanks conforming to one of the following standards;
 - a. Steel Plates for the tank shell and side walls;
 - i. BS 4360 Gr. 43A
 - ii. ASTM A 131 Gr. A or B
 - iii. ASTM A 283 Gr. C
 - iv. ASTM A 285 Gr. C
 - b. All pipes should be as per BS 1387 Sch 40.
 - c. All Structure steel used should be ASTM A 36 or equivalent.

Mill test reports for the above items should be submitted to LIOC Engineer before the work is commenced for inspection and approval of material to be used. In the absence of the above test reports the contractor should conduct test for chemical and mechanical properties on demand by LIOC
06. **The tank after fabrication shall be hydro tested by filling water into the tank and maintaining a water column of 5.2 M. The test shall be observed for a duration of 2 Hours to ensure that the tank is free from leaks.**
07. The tank shall be mechanically cleaned and external surfaces including all accessories shall be painted as follows after completion of fabrication and testing:
 - a. Surface Preparation: Mechanical cleaning by power tool to SSPC SP2 or Better.
 - b. Primer Coat: 2 coats of Zinc Phosphate primer to a thickness of 30 - 35 microns (DFT) per coat.
 - c. Finish Coat: Bitumen emulsion (Flintkote 3 of M/s. Shell or equivalent) with coverage of 1.5 l/m² for two coats. (Allow to dry for 24 hours between coats and apply each coat at right angles to previous coat)
 - d. Paint Application Method: Roller brush or airless spray

The LIOC representative will check the thickness of the paint after the painting is completed.
08. The successful tenderer shall supply the tanks to the retail outlets after fabrication is completed as per the directions of the Vice President (Engg), LIOC along with following accessories;
 - a. Nuts, bolts, 3mm gasket for fixing of manhole cover including painting wherever necessary.



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- b. One No. galvanized iron Dip-rod fitted with brass cup and cotter as per drawings marked in centimeters (Least count 5 mm) and calibration charts in duplicate for each tank.
 - c. Holding down belts (02 Nos for 9KL/ 15 KL and 3 no for 22.5 KL) with bolts (4 no for 9 KL/ 15 KL and 6 no for 22.5 KL tanks) and nuts including painting wherever necessary.
 - d. Approved calibration chart in duplicate.
 - e. 4 lt finished paint (Flintcoat 3) per tank.
09. The tank after testing and painting shall be transported to the petrol shed for a distance of 20 Km (measured one way) from the fabricator's premises including loading and unloading charges as per relevant items of price schedule.
10. The rate for the transportation beyond 20 Km shall be considered and paid on per Km basis (measured one way only) as per relevant item in the price schedule

**SIGNATURE OF TENDERER
SEAL**

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**OTHER DETAILS****1.0 FITTINGS**

All fittings as per drawings enclosed should be supplied with the tank by the fabricator and rate of same shall be included in the fabrication rates. Please note that Structural and fittings are to be provided as per the description given in the drawings supplied in the Technical Specification.

2.0 DESPATCH OF TANKS

The dispatch instructions for the tanks duly fabricated and tested will be given by this Office. The fabricator will have to arrange the transport. The Vice President (Engg.) issue order for transportation of tank, fittings and accessories to the fabricator. The fabricator should obtain acknowledgement of having delivered the tank with all the necessary fittings and accessories in good conditions at the site while delivering the tank.

3.0 TESTING OF HORIZONTAL TANK

After fabrication, the tanks shall be **tested hydrostatically to a pressure of 0.50 Kg./Sq.cm** in the presence of LIOC representative. For testing purpose the tank should be kept on wooden sleepers or sandbags of sufficient width and thickness so that the bottom of the tank can be inspected at the time of testing of tank. It should be ensured that a ground clearance of minimum 300mm is maintained throughout the length of tank for inspection. All leaks detected during testing shall be repaired to the satisfaction of site engineer and tank shall be re-tested hydrostatically without any extra cost to the Corporation.

4.0 MAKES OF PAINT TO BE USED: The external painting of the tanks shall be from any of the following brands of paints

- M/S. AKZO NOBEL PAINTS
- M/S. PPP SIGMA KALON
- M/S. SHALIMAR PAINTS
- M/S. BERGER PAINTS

Sr. VICE PRESIDENT (ENGG)



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PETROLEUM PRODUCTS AT PETROL STATIONS ACROSS THE ISLAND****QUALITY ASSURANCE (QA) DURING TANK FABRICATION AT FABRICATORS PREMISES**

SN	DESCRIPTION OF WORK	REQUIREMENT	INSPECTED BY (NAME OF CONTRACTOR'S ENGINEER)
1	Cutting of shell and end plates as per plate cutting drawing (Specific approval fo LIOC shall be required for plate cutting arrangement)	As per approved drawing	
2	Rolling of shell plates to have uniform circularity within the tolerance specified	(+/-) 0.35% of specified diameter	
3	Edge preparation of shell and end plates for proper penetration of metal during butt welding	Sharp angles/ burrs removed	
4	Welding/ Welders qualification: Welding beads should of uniform in size and shall have no under cuts in the parent metal and free from porosity, slag , blow holes etc. Sample welding test: Test will be given to the welder authorized by the tank fabricator to asses their welding qualities.	WPS & PQR as per approval under ASME Sec IX (Enclose certificate of welder)	
5	Man hole neck flange and man hole cover shall have no bent/ warpage during cutting and welding and edges shall be properly grinded to have uniform circularity	Physical inspection	
6	All fasteners used for assembly of manhole cover should be of similar in size and of approved make	BS 4395 Grade 8.8.	
7	Gasket (CAF 9) of approved make should be cut to uniform circularity	3 mm thk IS 2712 Grade Oil 1 type	
8	Cleaning of fabricated tank to remove all welding spatters, slag's, etc by using wire brush	Physical inspection to be carried out	
9	Hydrostatic testing of tanks with all fittings to a pressure of 0.5 Kg/ Sqcm	5.2 MWC for 2 hours	
10	Mechanical cleaning of the tank using power tool to SSPC SP 2	Physical inspection to be carried out	
11	Application of primer (Zinc Phosphate), 2 coats	Mention total DFT (microns)	
12	Application of Finish paint (Bitumen emulsion- Flintcoat 3) 1.5 lt/ sqm for 2 coats.	2 nd coat perpen- dicular to 1 st coat.	
13	Application of paint	Brush/ Roller	
14	Hold down bolts with strap for anchorage of tank	Physical inspection to be carried out	
15	Calibration chart	To be provided	

**SIGNATURE OF CONTRACTOR
DATE**

Note: The QAP as above must be issued for every tank being fabricated and prior to dispatch of the tank to site.

**SIGNATURE OF TENDERER
SEAL**

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TEST CERTIFICATE (TO BE ISSUED ON LETTERHEAD OF CONTRACTOR FIRM)

SN	DESCRIPTION	DETAILS
1	TANK NUMBER	
2	TANK SIZE (DIA X LENGTH)	
3	CAPACITY (KL)	
4	ACCESSORIES	
A	HOLDING DOWN BOLTS (4 NO FOR 9/ 15 KL & 6 NO FOR 22.5 KL TANK)	
B	HOLDING DOWN BELT (2 NO FOR 9/ 15 KL & 3 FOR 22.5 KL TANK)	
5	PETROL SHED & ADDRESS TO WHICH DISPATCHED	
6	DISPATCH DATE	

SN	QUALITY ASSURANCE	SPECIFICATIONS	CONFORMITY
1			
A	SHELL PLATE	BS 4360 Gr. 43A/ ASTM A 131/ ASTM A 36	
B	END PLATE		
C	DIMENSIONAL TOLERANCE		
(i)	DIAMETER	Within +/- 0.35%	
(ii)	LENGTH	Within +/- 0.5%	
(iii)	CIRCULARITY	Within +/- 1 %	
D	PIPES	BS 1387 SCH 40	
E	Structural steel	BS 2994 for cold rolled steel & BS 4 for hot rolled steel section. Material as per A 36	
F	Welding Rod (Indicate make of welding rods used)	E-60 and E-70 classification of AWS-4.5.1	
G	Friction grip fasteners Indicate make)	BS 4395 Grade 8.8.	
H	Tank Manhole gaskets - Indicate make	CAF 9 - 3 mm thick	
I	Mechanical cleaning of tank exterior surface	SSPC SP 2	
J	Primer coat (2 coats) - Indicate make	Zinc Phosphate. Each coat for a dft of 30 - 35 microns. Total: 60to 70 microns	
K	Finish coat (Flintcoat 3 of M/s. Shell or equivalent); Indicate make	1.5 lt/ sqm for 2 coats	
L	Tank Hydrostatic Testing	5.2 MWC for 2 hours	

**CERTIFIED THAT THE ABOVE TANK HAS BEEN FABRICATED IN ACCORDANCE TO BS 2594/ IS
10987 AND HAS BEEN TESTED TO A HYDROSTATIC PRESSURE OF 5.2 MWC FOR 2 HOURS.**

**CERTIFIED THAT THE TANK IS FIT FOR STORAGE OF LIQUID PETROLEUM PRODUCT (PETROL/
DIESEL).**

**SIGNATURE OF CONTRACTOR & SEAL
DATE**

**SIGNATURE OF TENDERER
SEAL**

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Lanka IOC

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DRAWINGS

SN	DRAWING NO	DETAILS
1	LLIOC/ TANK/ 9 KL 1 OF 2	FABRICATION DETAIL OF 9 KL HORIZONTAL UG TANK (GENERAL ARRANGEMENT)
2	LLIOC/ TANK/ 9 KL 2 OF 2	FABRICATION DETAIL OF 9 KL HORIZONTAL UG TAN (ACCESSORIES)
3	LLIOC/ TANK/ 15 KL 1 OF 2	FABRICATION DETAIL OF 15 KL HORIZONTAL UG TANK (GENERAL ARRANGEMENT)
4	LLIOC/ TANK/ 15 KL 2 OF 2	FABRICATION DETAIL OF 15 KL HORIZONTAL UG TANK (ACCESSORIES)
5	LLIOC/ TANK/ 22.5 KL 1 OF 2	FABRICATION DETAIL OF 22.5 KL HORIZONTAL UG TANK (GENERAL ARRANGEMENT)
6	LLIOC/ TANK/ 22.5 KL 2 OF 2	FABRICATION DETAIL OF 22.5 KL HORIZONTAL UG TANK (ACCESSORIES)

Sr. VICE PRESIDENT (ENGG)

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FORM OF AGREEMENT

THIS AGREEMENT is made and entered into on this day ofTwo Thousand Seventeen 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) Letter of acceptance of the Tender
 - (c) Drawings
 - (d) Conditions of Contract - Parts I & II
 - (e) Tender schedule (Bills of Quantities)
 - (f) Specifications
 - (g) 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.

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.

FORM OF AGREEMENT

LIOC PLC

SIGNATURE OF TENDERER
SEAL

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ON BEHALF OF EMPLOYER

ON BEHALF OF CONTRACTOR

.....

.....

.....

.....

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

Witnesses

(1)

(2)

SIGNATURE OF TENDERER
SEAL



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CONDITIONS OF CONTRACT PART I

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CONDITIONS OF CONTRACT PART I

L LIOC 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

L LIOC PLC

CONDITIONS OF CONTRACT PART II

CLAUSE 1 : *Definitions and interpretations*

1.1.1 : The Employer is

Lanka LIOC 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

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

CLAUSE 5 : Language/s and Law

5.1 : The Language is English

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

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

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

CLAUSE 9 : Contract Agreement

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

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

CLAUSE 10 : Performance Bond

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

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

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- CLAUSE 12 The following proviso is added:-
- “PROVIDED however the Employer shall not be liable to pay any such additional costs if such conditions or obstructions are proved to be for reasons beyond its control.
- CLAUSE 14 Programme to be furnished
- The programme shall be submitted within fourteen (14) calendar days after receipt of the Letter of Acceptance.
- CLAUSE 15 Construction Management Services
- 15(1) The portion of this clause starting from “The cost of in line 12 until the end of the clause is deleted and the following is substituted thereof:-
- “The cost of this service is deemed to be included in the rates and prices quoted by the contractor and shall not be claimed separately by the Contractor”.
- CLAUSE 19 Watching and Lighting
- Add the following paragraph to this clause at the end thereof: -
- “The Contractor shall indemnify the Employer in the event of any claim arising from any person as a result of the contractor not strictly adhering to the provisions of this clause.
- “In the event of any claim or loss arising against or payable by the Employer as a result of the Contractor’s failure or negligence to strictly adhere to the provision of this clause, the Contractor shall be liable to indemnify and keep the Employer indemnified by reimbursement of such claim or loss in a sum certified by the Engineer which sum shall be deductible from the monies due to the Contractor from the Employer on any bill”.
- CLAUSE 20 Care of works
- Clause 20(1)
- The word “accepted” occurring in line 30 of Sub-clause 20(1) be corrected to read “excepted”.
- 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”.

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

CONDITIONS OF CONTRACT PART II

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Twenty Eight (28) days after the event giving rise to the claim has first arisen”.

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

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

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

“Within Twenty Eight (28) days giving notice under clause 52(6), the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which it is based (together with the available documentary proof).

CLAUSE 53 Sub Clauses 53(5), 53(6), 53(6(a)) & 53(7) are deleted.

CLAUSE 60 Sub Clause 60(1) is deleted and mobilization advance shall not be paid: -

60(1) - Deleted-

60(2)(c) The materials referred to in this Clause (for payment of materials at site) shall be limited to: -

- i. Steel
- ii. Aluminium components.

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

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

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

“Fourteen (14)”

CLAUSE 65

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

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

CONDITIONS OF CONTRACT PART II

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

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

CLAUSE 66

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

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

67. - Deleted-

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

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

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

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

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

CLAUSE 71 Clause 71 is deleted.

CLAUSE 72 Clause 72 is deleted.

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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:

SIGNATURE OF TENDERER
SEAL



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PETROLEUM PRODUCTS AT PETROL STATIONS ACROSS THE ISLAND**

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 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

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**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ ENG/ PT/ 02/ 22-23

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TITLE: RATE CONTRACT FOR FABRICATION & SUPPLY OF
HORIZONTAL MILD STEEL UNDERGROUND TANKS FOR STORAGE OF
PETROLEUM PRODUCTS AT PETROL STATIONS ACROSS THE ISLAND

by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

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

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

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

Dated the _____ day of _____ 20__

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

Place:

Date:

SIGNATURE OF TENDERER
SEAL

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