

NAME OF TENDER:

SUPPLYING & INSTALLATION
OF ALUMINIUM INTERNAL
FLOATING ROOF ON TANK NO.
3 AND ALLIED WORKS AT
LANKA IOC TERMINAL,
TRINCOMALEE, SRILANKA.

Tender No :	LIOC/ENG/LT/04/2023-24
Due Date &Time :	28.07.2023 @ 11:00 Hrs

TECHNICAL/ COMMERCIAL BID
(PART-I)



TENDER NO: LIOC/ENG/LT/04/2023-24

**TITLE: SUPPLYING & INSTALLATION OF ALUMINIUM INTERNAL
FLOATING ROOF ON TANK NO. 3 AND ALLIED WORKS AT LANKA IOC
TERMINAL, TRINCOMALEE, SRI LANKA.**

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Tender No: LIOC/ENG/LT/04/2023-24
Date: 19.07.2023

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

Dear Sir,

**SUB: SUPPLYING & INSTALLATION OF ALUMINIUM INTERNAL FLOATING ROOF ON TANK NO. 3 AND
ALLIED WORKS AT LANKA IOC TERMINAL, TRINCOMALEE, SRILANKA
DUE DATE & TIME: 28.07.2023 @ 11.00 HRS**

Lanka IOC Plc is a private limited company in Downstream Petroleum in Sri Lanka and also a subsidiary of Indian Oil Corporation Limited. As part of our assets, we operate an Oil Terminal at Trincomalee, Sri Lanka with Lube Blending Plant. As a part of expansion of production line, we plan to procure 2nos. tapping machines and for which the subject tender enquiry is being made and as described in further detail in the tender documents.

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

S/N	DESCRIPTION
PART I: TECHNICAL/ COMMERCIAL BID	
1	Notice Inviting Tender
2	Terms & Conditions of Tender
3	Technical specification and Drawing
4	Declaration of the Bidder
5	Bidder's Information
6	Proforma of Declarations to be Furnished by the Tenderers
7	Form of Agreement
8	Condition of Contract
9	Proforma of Performance Guarantee
10	Proforma of Authorization of Agents / Dealer
11	Proforma of declaration of genuineness of documents
PART II: PRICE BID	
1	Price bid

2. We request you to submit your lowest quotation for the work contained in the tender. Your offer complete in all respects must be submitted so as to reach this office of LIOC on or before **28.07.2023 at 11:00 hrs.** Offer may please be dropped in Engineering tender box kept in our office at address given below.

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

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3. Submission of Tender Documents:

- 3.1. Tender Envelope must be super scribed duly indicating the tender number, due date and time of opening, name of work tendered, address of tenderer. It must be noted that the Technical bid (named as COVER A) & Price bid (named as COVER B) shall be enclosed in separate covers and sealed. The two covers (COVER A & COVER B) in sealed condition containing the above must be enclosed in an outer cover (named COVER C) and sealed and submitted. The outer cover (COVER C) must be super scribed duly indicating the tender number, due date and time of opening, name of work tendered, name and address of tenderer. Non-submission of the tender documents in the manner prescribed above will render the offer liable for rejection.
- 3.2. Tenderers to note that LIOC shall not be responsible for the postal delays in dispatch and receipt of tender documents. Tenderers must also note that all pages of tender must be signed with stamp and submitted as part of submission of tender.
- 3.3. Tenders received after the due date and time shall be rejected outright.

Thanking You,

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

FOR VICE PRESIDENT (ENGG)

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Notice Inviting Tender:

a.	Name of Work	Supplying & installation of Aluminium internal floating roof on tank no. 3 and allied works at Lanka IOC terminal, Trincomalee, Sri Lanka.
b.	Location of Work	Lanka IOC Terminal, China-bay, Trincomalee, Sri Lanka
c.	Mode of Tender	Limited Tender
d.	Tender No.	LIOC/ENG/LT/04/2023-24
e.	Tender Fee	Nil
f.	Due Date and Time for Submission of Tender	28 th July'2023 @ 11:00 hrs. The intending bidders are required to submit their offer in the Tender Box at the following address before the due date and time: SVP (Engineering) Lanka IOC PLC Level 20, West Tower, World Trade Center, Echelon Square, Colombo 01, Sri Lanka.
g.	Due Date & time of opening of tender	28 ^h July'2023 @ 11:30 hrs.
h.	Bid Bond/ Earnest Money Deposit	For Local (Sri Lanka) Bidders: The bidders are required to deposit Bid Bond/ Earnest Money of LKR 565,864/- along with the Technical Bid by way of Demand Draft/ Banker's Cheque in favour of Lanka IOC PLC and payable at Colombo. Please note that Bids received without proper instrument of Bid Bond/ Earnest Money or in a manner different as above may render the tender liable for rejection. For Foreign Bidder: The bidders are required to deposit EMD/Bid Security of USD 1,784/- By way of TT Transfer in favour of Lanka IOC PLC directly into the designated bank mentioned as below and enclose a copy of the Swift Message. Lanka IOC PLC FCBU account no. 25273008920219 held with State Bank of India, Colombo (SWIFT CODE: - SBINLKXFCB) through their account no.000146528 with HSBC, USA, New York (SWIFT CODE: MRMDUS33). Alternatively, Demand Draft drawn on Lanka IOC PLC payable at Colombo can be submitted along with the Technical Bid.
i.	Work Completion Time	18 weeks (10 weeks for supply of material & 8 weeks for installation)
j.	Contract Agreement	Contract Agreement to be executed within 7 days from the date on which Purchase Order is issued.

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k.	Security Deposit	Security Deposit of 10% to be submitted along with Purchase Agreement by way of DD or BG (as per attached format)
l.	Defect Liability Period	SD shall be retained for a period of 24 months from the date of dispatch.
m.	Warrantee	24 Months from the date of Commissioning.

Procedure for Selection of Contractor

A. Submission of Bid Documents: Offer shall be considered for evaluation only in respect of Bidders who have submitted the tender within the due date and time and with the requisite Bid Bond/ EMD. All details as required in the “Statement of Credentials/ Bidder’s Information” shall necessarily be filled up and copies of documents in support of meeting the pre qualification criteria be submitted failing which the Bid may be summarily rejected.

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

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

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

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

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

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

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

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

**(SHASHANK JADHAV)
S V P (ENGG)**

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Annexure -I

Terms & Conditions of Tender:

Sl. No.	Terms	Response
1.	Mere issue of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also. Bid shall have to be submitted in English language only and in metric system.	AGREE
2.	Bid Submission for	
2.1	Supplying & installation of Aluminium internal floating roof on tank no. 3 and allied works at Lanka IOC Terminal, Trincomalee, Sri Lanka.	AGREE
3.	SCOPE OF WORK	
4.1	The scope of work comprises of Designing, Fabrication, Supply, Erection, Welding, of aluminium floating roof on our existing CR Tank No 3 at our Oil Terminal at Chinabay, Trincomalee. Tenderers are advised to inspect the site and ascertain the site conditions including leads/ lifts involved/ approach to vehicles etc prior to quoting the amount. The work descriptions and specifications are as per enclosed documents. The scope of work is defined in general and is not limited to above. Bidder has also to carry out job which is not listed here but required for completion and commissioning of tanks. It shall be contractor's responsibility for procurement of all materials/ equipment etc and no delay due to non- availability of any materials/ equipments will be entertained by the LIOC to the complete satisfaction of Lanka IOC authorized representative before handing over.	AGREE
4.2	Materials without approval: Any material brought without prior approval will be entirely at the risk and cost of the contractor. If contractor brings defective/ sub standard materials to site, it shall be the responsibility of the contractor for the removal and disposal of the same at his cost. The LIOC shall not entertain any claim from the contractor in this account in case the contractor fails to remove such materials within 15 days after issuing notice in writing to the contractor. LIOC reserves the right to dispose such materials at the entire risk and cost of the contractor. Work order quantities are approximate and payment shall be made as per actual measurements. The contractor is not entitled to for any sort of compensation towards materials procured/ stored in excess of the measured quantity if any. Excess quantities over and above that mentioned in the work order or extra items 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. Detailed measurement of works carried out shall be jointly taken by the contractor and our site engineer at every stage of work before proceeding to the next stage. Entire works shall be carried out under the supervision of the authorized representative of the LIOC.	

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4.3	Procurement of materials: It shall be contractor's responsibility for procurement of all materials/ equipment etc and no delay due to non- availability of any materials/ equipments will be entertained by the LIOC. All materials including cement, reinforcement, 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. LIOC reserves the right in selection of best make of materials to be procured by the contractors & contractor shall procure the same only up on the approval by site in charge.	AGREE
4.4	The manufacturer shall guarantee all material and workmanship to be of first class quality, in accordance with the best-approved methods of manufacturing and to be free from all defects for a period of two (2) years from the date of completion. A ten (10) year anti sinking warranty shall be issued upon completion of installation	AGREE
4.5	Inspection And Quality Control Detailed Quality Assurance Plan (QAP) shall be got vetted through any one among the list of consultants attached and submitted to LIOC for final clearance. Floating Roof Testing procedure duly vetted by TPI agency shall be submitted for LIOC's clearance. The materials shall be inspected at the Manufacturer's workshop by TPI agency/ LIOC representative prior to dispatch. Stage wise and final inspection during execution shall be carried out by LIOC at site.	AGREE
4.6	Testing of materials/ works : The design & QAP for this item shall have to be vetted through any one among the list of consultants attached. Additionally, the materials required for this item shall also require third party inspection / clearance from any agency from the 'list attached. 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. 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.	

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	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. 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. 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. Inspection & acceptance of works shall not absolve the Contractor from any of his responsibilities under this Contract	
4.7	A certificate of worthiness shall be issued by the Supplier/ Successful bidder.	AGREE
4.	Lanka IOC PLC shall be at liberty to engage an independent Third Party Inspection Agency to verify the certification and in case of any contradiction, the Supplier/ Successful bidder shall be obliged to correct the same by way of additional tests/ repair/ replacement at no extra cost to Lanka IOC.	AGREE
5.	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
6.	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the SVP (E)/ Lanka IOC, thereon shall be final and binding upon all parties.	AGREE
7.	The Contract will include the Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted, together with Addenda, if there be any. General Conditions of contract are the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.	AGREE
8.	Lanka IOC PLC reserves the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.	AGREE
9.	Lanka IOC PLC is not bound to accept the lowest or any tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
10.	The contract shall be governed by all relevant Acts as in Sri Lanka and applicable only within the jurisdiction of the High Court at Colombo.	AGREE
11.	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding.	AGREE

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12.	VALIDITY : The tender shall remain valid for acceptance for a period of 120 days from the date of opening of the same. If before expiry of validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.	AGREE
13.	NON- RESPONSIVE BIDDER :- The offer/tender shall be treated as non-responsive for following reasons:-	
13.1	If 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.	AGREE
13.2	If offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
14.	SECURITY DEPOSIT :	
14.1	Earnest Money/Bid Security of the successful Bidder shall be retained till submission of Bank Guarantee as detailed below.	AGREE
14.2	Security Deposit, which shall be equal to 10% of the PO value and bidder to be executed in the form of Bank Guarantee as per Proforma (Annexure-VIII) from a Bank of Sri Lanka or reputed foreign bank having branch at Colombo, Sri Lanka. Or by way of Demand Draft in favor of Lanka IOC PLC and payable at Colombo in the currency as in the work order.	AGREE
14.3	Security Deposit shall have to be deposited by successful bidder within 14 days from the date of placement of Purchase Order/Letter of acceptance, failing which the trustees reserve the right to cancel the order/acceptance and forfeit the Earnest Money/Bid Security.	AGREE
14.4	Security Deposit shall be refunded without interest after successful execution of order/contract and satisfactory completion of warranty period.	AGREE
14.5	In the event of the successful bidder failing to execute the order/contract within the stipulated delivery/completion time without sufficient/valid reason acceptable to the trustees, the Security Deposit may be forfeited and the order/contract may be cancelled at the option of the trustees.	AGREE
15.	PRICE BASIS:	
15.1	For Foreign Bidder	
15.1.1	Foreign bidder shall quote firm prices without any variation on CIF Colombo Basis.	AGREE
15.1.2	The prices quoted shall remain firm till completion of work. No price variation will be allowed in any situation from the date of opening of pricebid.	AGREE
15.1.3	The prices should be quoted only in one currency preferably in USD.	AGREE
15.1.4	Payment of any amount would be subject to withholding tax at the prevailing rate as per inland revenue department, Sri Lanka.	
15.2	For Sri Lankan Bidder	AGREE
15.2.1	Local Agents/ Sri Lankan bidders shall quote firm prices in Sri Lankan Rupees (LKR) only and without any variation on Free Door Delivery basis ie. Free Delivery upto Chinabay Terminal, Lanka IOC PLC, Trincomalee, Sri Lanka at	AGREE

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	their risk, cost and arrangement including installation, testing & commissioning wherever required.	
15.2.2	The prices quoted shall remain firm till completion of work. No price variation will be allowed in any situation.	AGREE
15.2.3	The quoted price, which shall include all state and Central Taxes and Excise Duties, Customs Duty, leviable on the final finished supplies and installation tendered for, handling, loading, unloading, Freight & Other charges,	AGREE
15.2.4	However, wherever VAT is applicable (i.e. only for services and not for imports/ customs clearance) would be payable as per prevailing rates subject to Bidder declaring the items on which VAT is payable.	AGREE
15.3	For Both Sri Lankan & Foreign Bidders:	
15.3.1	The Basic Price shall include charges of Pre-dispatch Third Party Inspection, Testing and other necessary charges for completion of work as described in the scope of work of the tender.	AGREE
15.3.2	Quoted Prices should be made only for units specified in the "Schedule of Tender".	AGREE
15.3.3	Statutory Duties shall be paid by the bidder and documentary evidence submitted to Lanka IOC (if demanded) for all works as applicable during the currency of the contract.	AGREE
15.3.4	Price(s) to be quoted should remain firm till the goods are delivered and Commissioned successfully. No Price escalation is admissible.	AGREE
15.3.5	Please note that Lanka IOC does not provide any concessional duties etc for any import.	AGREE
15.3.6	If new statutory taxes/duties or any changes in existing statutory taxes/duties come in force in Sri Lanka, the same will be paid as applicable during currency of contract. Any benefit out of it has to be passed on to LANKA IOC PLC Documentary evidence for this purpose is to be produced by the contractor/supplier.	AGREE
15.3.7	Price Bids, containing any sort of qualifying expressions will be rejected.	AGREE
15.4	CONTROL REGULATION : Supply and dispatch should be arranged by the foreign supplier in strict conformity with Control Regulations wherever applicable and after obtaining permits, if any, required under the regulations in force from time to time. All Government Levies and Duties etc. as applicable in Supplier's Country will be borne by the supplier.	AGREE
16.	EVALUATION CRITERIA	
16.1	The bids / tenders received would be evaluated among the techno-commercially qualified bids subject to the fulfillment of necessary tender conditions as detailed below. A) When only the bids of foreign bidders are qualified the CIF Colombo basis (Cost, Insurance, Freight). All components like inland freight in the country of origin, export packing, Supervision of Commissioning, documentation and any other misc. expenses shall be taken into account while arriving at basic price. Or B) When only the bids of Sri Lankan bidders are qualified, the price on Free Door Delivery basis upto Chinabay Terminal, Lanka IOC PLC, Trincomalee,	AGREE

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	Sri Lanka at supplier's risk, cost and arrangement including the installation, testing & commissioning, Or C) When the bids of both foreign and Sri Lankan bidders are qualified, the basis as mentioned under (A) & (B) above will be followed for comparison of bids. The approximate Indicative Exchange Rates as on the date of opening of Price-Bid as published by Central Bank of Sri Lanka shall be considered for the purpose of bid comparison.	
16.2	The bidder has to quote for all the items against the group otherwise; his bid will not be considered and will be rejected. Rate of group/items is to be quoted clearly.	AGREE
17.	PAYMENT:	
	Payment for the material will be made by Telegraphic Transfer on Documents against Acceptance (DA Terms), 30 days from BL date basis (BL date to count as day zero). Installation Of The IFR Once the material is received at the site the tank will be handed over to the contractor for the installation of the internal floating roof. The payment for the installation of the internal floating roof shall be made after successful erection and floating test.	AGREE
	Method of payment: <u>For Supply</u> 1. 70% against supply and receipt at Colombo port with necessary cusdec documents (customs documents). 2. 20 % On installation. 3. 10 % On successful commissioning <u>For Installation</u> 1. 90 % on installation 2. 10 % on successful commissioning	
	Measurements for works/record measurements/ bills: All the payment for quantities certified in the running account/ final bill shall be as per the details recorded in the standard measurement book of the LIOC and jointly signed by the Contractor/ site engineer of LIOC. Method of measurement shall be strictly in accordance with the technical specification for this work. The payment shall be as per the details entered in the standard Measurement Certificate bills of the LIOC.	
	Income tax, sales tax , works contract tax & service tax: The contractor shall take note that rates quoted shall be inclusive of all taxes, statutory levies, Royalty, Income tax, sales tax , works contract taxes, service	

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	tax, transportation etc. LIOC shall not entertain any request for payment of any taxes/levies separately except VAT which shall be payable on receipt of taxable Invoice..	
	Bill of quantities: 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. 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.	
17.1	Mode of Payment for Foreign Bidder : Payment shall be made by direct remittance to the banker of successful foreign bidder through international banking system by LANKA IOC PLC's banker in Sri Lanka against invoice and other documents stated in the contract.	AGREE
17.1.1	Bank Charges: All Bank Charges and stamp duties, if any, payable in relation to Supplier's Bank in connection with payment shall be borne by the supplier.	AGREE
17.1.2	Documents & information required for payment are as follows:- Name & address of Supplier's Bank with email ID, Fax & telephone Supplier's Bank account number & other particulars Invoice in quadruplicate Delivery Order in quadruplicate Packing List in quadruplicate Inspection Report of Third Party in duplicate Manufacturer's Test Report in duplicate Country of Origin Certificate Clean Bill of Lading/Airway Bill Guarantee Certificate of Manufacturer's/ Principal's in duplicate Quality certificate from Manufacturer's/ Principal's in duplicate Sri Lankan Customs Bill of Entry All the above documents will be drawn in favour of, Lanka IOC PLC.	
17.2	Mode of Payment for Sri Lankan Bidder/ Local Agent : Payment shall be made to successful Sri Lankan bidder/ local agent through RTGS/ECS/NEFT mechanism.	AGREE
17.2.1	Documents & information required for payment are as follows:- Name & address of Supplier's Bank with email ID, Fax & telephone Supplier's Bank account number & other particulars (branch code of Bank, IFS code, & MICR code of the Bank) Intermediate Bank details Invoice in quadruplicate Delivery Invoice in quadruplicate Packing List in quadruplicate Inspection Report of Third Party in duplicate Manufacturer's Test Report in duplicate Guarantee Certificate of Manufacturer's/ Principal's in duplicate Quality certificate from Manufacturer's/ Principal's in duplicate	AGREE
18.	TIME OF COMPLETION : 18 weeks (10 weeks for supply of material & 8 weeks for installation)	AGREE

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18.1	Work completion time shall be binding on the supplier. If work is not completed within the time undertaken without sufficient reason acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name will be removed from the list of approved suppliers.	AGREE
18.2	In case of default in completion of work in time or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees is entitled to purchase the items and get work done from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply/ work remaining undelivered/ unfinished or, not approved.	AGREE
19.	DESPATCH ARRANGEMENTS:	AGREE
19.1	For Sri Lankan Bidder Materials are to be delivered at LANKA IOC PLC's site at Chinabay Terminal, Trincomalee, by the supplier at their cost, risk and responsibility.	AGREE
19.1.1	The supplier shall be fully responsible for any transit loss or damage to the materials.	AGREE
19.1.2	The supplier shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Sundays and Port Holidays. The authorized representative of the suppliers should be present at the time of delivery for jointly noting with the representative of LANKA IOC PLC, the discrepancies, if any, regarding the particulars of materials actually delivered against the Challans/ Invoice for the same. Delivery will not be accepted if not accompanied with proper delivery challans/ Invoice (in quadruplicate) and other related documents like Manufacturer's Test certificates, etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.	AGREE
19.2	For Foreign Bidder (Material) The supply of the entire material is to be made on CIF Colombo basis. The price quoted for the material as per the schedule of rates should be based on CIF Colombo including the inland freight, export packing in a suitable container, insurance etc. However, the material will be cleared by LIOC from Colombo port and the necessary duties like VAT, PAL, CESS & EIC at Colombo port etc shall be borne by LIOC. The container after being released by Colombo port will be transported to Trincomalee Terminal at the cost of LIOC. The rate should be quoted in US\$ for Indian parties and LKR for Sri Lankan parties.	AGREE
20.	INSPECTION AT DESTINATION:	
20.1	All supplies are subject to inspection before acceptance by LANKA IOC PLC or his authorized officer. In case the equipment supplied is not in good condition/suitable, supplier shall have to replace it at his own cost immediately.	AGREE
20.2	Final acceptance and certification of work will be done by SVP (Ops & LBP), LANKA IOC PLC or his authorized officer.	AGREE

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20.3	Any material/part/component, if found defective or not up to the standard quality, shall be forthwith rejected and the same shall be replaced by the supplier free of cost.	AGREE
21.	WARRANTY : All the items stated in the tender BOQ will be warranted by the supplier for a period of 02 (two) years from the date of satisfactory testing, commissioning and handing over of equipment and materials against any manufacturing defect and poor performance. If such defect is noticed during warranty period, the supplier will have to rectify/ replace the defective items and put the system into operation free of cost. A warranty certificate must be submitted by the supplier. The manufacturer shall guarantee all material and workmanship to be of first class quality, in accordance with the best-approved methods of manufacturing and to be free from all defects for a period of two (2) years from the date of completion. A ten (10) year anti sinking warranty shall be issued upon completion of installation	AGREE
22.	TEST CERTIFICATE : The successful bidder should provide original manufacturer's (OEM) test Certificate(s) of the product(s) mentioning Make, Brand name and Country of Origin.	AGREE
23.	TRANSIT RISK : For Sri Lankan Bidder Transit risk will be on supplier's account since the delivery is to be made on F.O.R. destination basis. For Foreign Bidder Transit risk will be on supplier's account since the delivery is to be made on D.D.P destination basis.	AGREE
24.	DOCK PERMITS : The successful Bidder shall have to obtain permits from the office of the SVP (Ops & LBP), LANKA IOC PLC as directed for entry of their vehicles and workers into the Stores for unloading and stacking of the material. Such permits shall be issued free of cost to the supplier against receipt of proper application for the same during normal working hours on any working day.	AGREE
25.	REJECTION OF MATERIALS : Notwithstanding the Inspection, Testing and Trial of equipment and materials by SVP (Ops & LBP), LANKA IOC PLC or his authorized officer any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest. The supplier shall at his own arrangement and cost replace within a period of 2 (two) weeks of all such defective and rejected materials. Rejected materials shall be at Supplier's risk. They must be collected from the LANKA IOC PLC's premises within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials, the Trustees shall have the right to dispose of the same and the	AGREE

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	supplier shall have no claim against the Trustees in respect of the said rejected materials.	
26.	LIQUIDATED DAMAGES :	
26.1	If the supplier fails to complete the supply within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ ½% of the entire work order value ie the summation of the work order amount, for every week or part thereof, (part of the week being treated as a full week) provided always that the amount of such compensation shall not exceed 10% of the contract value of contract.	AGREE
26.2	Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from money due or, likely to become due to the supplier. The payment or, deduction of such damages shall not relieve the supplier from his obligations to complete any other liabilities and obligations under the contract.	AGREE
27.	RISK PURCHASE: In case of supplier's failure and at the absolute discretion of the SVP (E), Lanka IOC the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the SVP (E), Lanka IOC or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).	AGREE
28.	BANNED OR DE - LISTED CONTRACTORS: Bidders must give a declaration to the effect that they have not been banned or, delisted by any Government or, quasi - Government agency or, PSU. If a bidder has been banned / de-listed by any Government or, quasi -Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno-Commercial Bid. Incorrect declaration or, suppression of facts will lead to rejection of the Offer.	AGREE
29.	FORCE MAJEURE: In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earthquake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub-Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.	AGREE
30.	PACKING: The supplier shall be responsible for proper/strong packing being used in International Trade and delivery of materials. The supplier shall supply all materials properly packed in Weather proof, Sea/Air Worthy packing for Sea/Air Transport under tropical condition and for Inland Transport by Rail/Road or	AGREE

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

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37.1.3	Any payment which the Agent receives in Sri Lanka or abroad from the manufacturer/Principal whether as a commission for the contract or as a general retainer fee;	AGREE
37.1.4	All services to be rendered by the Agent whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.	AGREE
37.1.5	A copy of Sri Lankan Agent's Income-Tax Permanent Account number to be submitted with tender.	AGREE
37.2	A letter of Authorization as per Annexure-X duly sealed and signed by Foreign OEMs or principals in their letter head should be submitted with tender.	AGREE
37.3	In the tender, either the Sri Lankan agent on behalf of the Principal/OEM or Principal/OEM itself can bid, but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.	AGREE
37.4	The agent is official representative of Manufacturer/Principal. Accordingly Manufacturer/Principal shall be fully responsible for the conduct of their appointed agent.	AGREE
38.	THIRD PARTY & PRE-DESPATCH INSPECTION : Third Party & Pre-dispatch inspection of equipment and materials will be done by any one of the following classification societies - IRS/ LRS/ BVQ/ DNV/ ABS/ SGS or affiliated agencies. The inspection will be arranged by the supplier at his cost and arrangement. The cost of inspection shall be borne by the supplier.	AGREE
39.	OEM'S COUNTER WARRANTY: A counter warranty certificate shall be submitted by OEM/principal for providing service during warranty period as per condition of contract if their authorized dealer/importer/distributor, who will execute the contract, is replaced / terminated by them or found to be incapable by trustees.	AGREE
40.	Interpretation of Terms :	
40.1	"Engineer" means the SVP (E), LANKA IOC PLC (or his authorized representative) who has invited the tender for the purpose of this contract only.	AGREE
40.2	SVP (Ops. & LBP) shall mean the in charge of the Chinabay Terminal, Lanka IOC or his authorized representatives.	AGREE
40.3	"Contractor" means the person or persons; Firm or Company whose tender /offer has been accepted by the Trustees and includes the Contractor's representative's heirs, successors and assigns, if any, permitted by the Board / Chairman.	AGREE
40.4	"LANKA IOC PLC " means Chinabay Terminal, Trincomalee	AGREE
40.5	"Successful Bidder" means Contractor defined under 44.3	AGREE
40.6	"Supplier" means Contractor defined under 44.3	AGREE
41.	Dispatch/Shipping Intimation: The supplier shall notify the trustees as soon as the consignment is shipped/ dispatched and send one set copy of shipping /dispatch documents to trustees.	AGREE
42.	Genuineness of Documents : The bidder shall submit a certificate in the prescribed Pro forma (Annexure-XI) to the effect that the necessary documents that are submitted as per tender	AGREE

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

(SHASHANK JADHAV)
S V P (ENGG)

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Annexure-II

SCOPE OF WORKS

SPECIFICATIONS FOR ALUMINIUM INTERNAL FLOATING ROOF

1. GENERAL

This specification defines the minimum requirements for the design, materials, fabrication, inspection, testing and documentation of an Aluminum Internal Floating Roof as applied to steel oil storage tanks operating at low pressure.

2. SCOPE

The roof shall be Pontoon type and shall meet the specifications and the intent of the latest edition of API Standard 650, Appendix H.

3. CODES AND STANDARDS

- API Standard 650 Welded Steel Tanks for Oil Storage, Appendix H.
- API Standard 653 Tank Inspection, Repair, Alteration, and Reconstruction.
- API Standard 2000 Venting Atmospheric and Low-Pressure Storage Tanks (Non-refrigerated and Refrigerated)
- NFPA 11 Low Expansion Foam
- NFPA 30 Flammable and Combustible Liquids Code.
- MoEF Guidelines for Controlling Emissions of Volatile Organic Compounds from Aboveground Storage Tanks

4. DESIGN

4.1 General

- a) The roof and accessories shall be so designed as to allow the internal floating roof to operate throughout its normal travel without manual attention and without damage to any part of the tank or floating roof.
- b) The roof shall be designed and built to float and rest in a reasonably horizontal
i. pattern.
- c) The floating roof shall be naturally buoyant and provide buoyancy to support as per the requirement of API 650 H and shall remain afloat even in the event of puncture in 2 adjoining pontoons. Buoyancy is based on a product with a specific gravity of 0.70.
- d) The Aluminium Internal Floating Roof System shall be offered along with indicative reduction in Hydro Carbon loss compared to Fixed Roof Tanks and External Floating Roof Tanks computed as per API approved procedure.
- e) Aluminium Internal Floating Roof should have easy access for operation and maintenance. Vendor should indicate maintenance procedures, in case of replacement and repairs, suitable corrosion gauges as per H.5.8 of API 650 Appendix H shall be provided.

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- f) The internal floating roof shall generally be designed to safely support at least two men walking anywhere on the roof while the roof is floating or resting on its supports, without damaging the floating roof and without allowing product on the roof. The minimum design point load shall however be kept as 750 PSF and thickness of Aluminum Sheet of Deck should be a minimum 0.6 mm.
- g) All weld joints are to be fully welded and there should not be partial length welding. Pontoon weld joints to be leak tested with minimum 20psi air pressures
- h) Aluminum Internal Floating Roof System should have the following primary features:
- Gauge wells
 - Column negotiators
 - Earthing and anti-rotation cable
 - Deck breather valve
 - Manway Approach to top of deck
 - Foam dam 600 mm high
- i) Aluminum should not come in contact with tank carbon steel surfaces.
- j) The design & QAP including floating roof testing procedure of Aluminum floating roof tanks shall be got vetted through any one among the list of consultants attached and additionally the materials required for this item shall also require Third party inspection / clearance from any agency from the list of consultants attached.

4.2 Support LEGS

- Floating roof shall be provided with two position legs: low and high position shall be at approximately 1.20 M and 2.1 M respectively. However, the low position can be preset to other heights.
- Changing high/low position must be accomplished from top side of floating roof and while tank is in service.
- Each leg must be capable of vertical adjustment of +3" in the event that the tank bottom settles after tank is in service. Adjustment to be made from top side of floating roof while tank is in service.
- Legs shall be self-draining (notched or perforated).

5. ROOF LADDER

The floating roof should allow the installation of a fixed ladder from the roof hatch to the tank floor without reducing the operation levels of the tank.

6. ANTI-ROTATION DEVICES

The floating roof shall be prevented from rotation by means of a vertical cable firmly fixed to the tank roof and bottom. The cable shall pass through a stainless steel bushing mounted in the floating roof. The cable shall be minimum 1/4-inch (6mm) diameter stainless steel aircraft

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type and made taut by means of a turnbuckle. All cable fittings shall be Type 304/ 18-8 stainless steel

Minimum quantities for anti-rotation cables shall be as follows:

Tank Diameter	Quantity
< 6 m dia	1
> 6 m < 24 m dia	2
> 24 m < 45 m dia	4
> 45 m < 64 m dia	6
> 64 m dia	8

7. VENTs :

Floating Roof : A pressure/vacuum gasketed vent shall be provided on the floating roof to prevent over stressing of the floating roof or seal. This vent shall be adequate to evacuate air and gasses from underneath the roof when the roof is on its supports during filling operations. It shall also be adequate to release any vacuum generated underneath the roof after it settles on its supports during withdrawal operations. It shall not open while the roof is fully afloat due to pressure or vacuum. The roof manufacturer may recommend ideal operating rates and possibly the installation of an inlet diffuser

8. MANHOLES AND INSPECTION HATCHES

The manufacturer shall specify the appropriate number of manholes according to the application. However, at least one (1) manhole shall be provided with the floating roof to allow for access to and ventilation of the tank when the floating roof is suspended on its supports and the tank is empty.

9. ANTI-STATIC / GROUNDING DEVICES

Antistatic protection shall be provided with electrical bonding to the tank shell or floating roof, all conductive parts shall be electrically connected and bonded to the outer tank structure. This may be accomplished by electric drains in the seal area or flexible cables from the external tank roof to the internal floating roof. Flexible cables are preferred. They shall be 1/8-inch (3 mm) diameter stainless steel aircraft cable to insure strength, corrosion resistance, joint reliability, flexibility, and service life.

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Minimum quantities for grounding cables shall be:

Tank Diameter	Quantity
< 24 m dia	2
> 24 m < 45 m dia	4
> 45 m < 64 m dia	6
> 64 m dia	8

10. SEALS

A peripheral seal that spans the annular space between the internal floating roof deck and the tank shell shall be provided. Any vertical appurtenances that penetrate the deck are required to have a seal

10.1 PERIPHERAL SEALS

The design of internal floating roof peripheral seals shall be as follows:

- Double seals with a minimum vapour recovery of 96 % shall be provided.
- A peripheral seal shall be designed to accommodate +100 mm (4 in) of local deviation between the floating roof and the tank shell.
- In line with provisions of Environment (Protection) Amendment Rules 2008, primary seals shall vapour mounted with a maximum seal gap of 4 cm and a maximum gap area of 200 cm² / m of Tank diameter.
- Secondary seals, shall be rim mounted with a maximum seal gap width of 1.3 cm and maximum gap area of 20 cm² / m of tank diameter.
- Vapor mounted wiper seals shall be provided as primary seal and rim mounted wiper seals shall be provided as secondary seal
- The design wiper type seals shall allow for complete in-service access and repair from the top of the floating roof.
- When determining the maximum fill height for an internal floating roof tank, consideration shall be given to ensure that adequate space is maintained in the top of the tank for the floating roof. As a minimum the following vertical clearances shall be maintained between the maximum fill levels and the lowest obstruction at the top of the tank shell (such as rafter clips or foam deflectors):

Type of Rim Seal	Minimum Clearances
Single Vapor Mounted Wiper	375 mm
Double Vapor Mounted Wiper	525 mm
Liquid Mounted Shoe Seal	375 mm
Liquid Mounted Shoe Seal with Secondary Wiper	525 mm
Any Seal with Optional 24" Foam Dam	650 mm

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10.2 PENETRATION SEALS

Columns, ladders, gauge wells and other rigid vertical appurtenances that penetrate the floating roof shall have a vapor seal provided which will permit a local deviation of + 5 inches (125 mm). The column and vertical ladder negotiator seals shall be fabricated of material that must be suitable for the product service and operating temperature. Appurtenances shall be plumb within a tolerance of +3 inches (75 mm). Gasketed sliding cover plates, which are free to move with the appurtenance relative to the cover, shall be sized to allow the full movement without exposing product within the opening i.e. all penetration seals shall be designed to provide a close fit, taking in to account horizontal and vertical movement of the floating roof deck.

Guide wheels and a hold down device shall be installed on penetration seals to reduce wear on seal material and increase the effectiveness of the seal.

11. MATERIAL PLACEMENT

Placement of the floating roof materials into the tank shall be through the Manhole opening of the Tank shell.

12. MATERIALS

Aluminum Extrusions	Alloy :	AA 6005/6063/6061/T6/ASTM B221 EQV.
	Configuration :	Extruded Shapes
	Typical UTS :	35-42 Ksi
Deck Sheeting	Alloy :	AA 3003/3105-ASTM B-209/ EQV.
	Thickness :	0.6 mm
	Width :	1500 mm
	Typical UTS :	18 to 23 Ksi
Pontoons	Size	Alloy
	200 mm OD:	AA6063-T6-ASTM B-221/EQV.
	250 mm OD:	AA 3004/3105
	Thickness:	1.92 mm extruded for 200 mm dia 1.3 mm fabricated for 250 mm dia
	Typical UTS :	18 to 35 Ksi
Seals	Composition :	Polyurethane
End caps for all pontoons	Alloy :	AA 5052 H34- ASTM B - 209/ EQV.
	Configuration :	Flanged Plate
	Thickness :	3.0 mm
	Typical UTS :	25 to 33 Ksi
Anti-rotation cable	Material :	18-8 Stainless Steel
	Diameter :	6.0 mm
	Typ. Breaking Strength :	3700 kg

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End brackets	Alloy:	AA 5052- ASTM B - 209/ EQV.
	Configuration :	Welded, Double Gusseted
	Thickness :	3.0 mm
	Typical UTS :	25 to 33 Ksi
Grounding cables	Material :	18-8 Stainless Steel
	Diameter :	3.0 mm
	Resistance :	0.100 ohm/m approx.
Legs	Alloy :	AA 6063 - T6-ASTM B-221/ EQV.
	Size :	50.8 mm OD
	Configuration :	Extruded Tubes
	Thickness :	2.03 mm
	Typical UTS :	35 Ksi
	Leg Shoes :	S.S.- 300 Series
Fasteners	Material :	Stainless Steel
	Grade :	SS Gr. A2, IS:1367

The dimensions mentioned above represent the minimum specifications

13. EXPERIENCE

Vendor shall have PROVEN TRACK RECORD of design, supply, installation, testing and commissioning of minimum FIVE Aluminium Internal Floating Roof, which are in satisfactory operation anywhere in the world. Experience documents of the vendor including owner, location, size and year completed shall be submitted to LIOCL for approval.

14. WARRANTY

The manufacturer shall guarantee all material and workmanship to be of first class quality, in accordance with the best-approved methods of manufacturing and to be free from all defects for a period of two (2) years from the date of completion.

A ten (10) year anti sinking warranty shall be issued upon completion of installation

15. INSPECTION AND QUALITY CONTROL

15.1 Detailed Quality Assurance Plan (QAP) shall be got vetted through any one among the list of consultants attached and submitted to LIOCL for final clearance.

15.2 Floating Roof Testing procedure duly vetted by TPI agency shall be submitted for LIOCL's clearance.

15.3 The materials shall be inspected at the Manufacturer's workshop by TPI agency/ LIOC representative prior to dispatch. Stage wise and final inspection during execution shall be carried out by LIOC at site.

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16. ADDITIONAL SPECIFICATION FOR FLOATING ROOF TANKS

16.1 All tanks will be of Aluminium Internal floating roof type as per Appendix H of API 650.

16.2 Tank shell shall be in perfect plumb & there shall not be any bulge or dent. Any bulge will adversely affect the sealing system of floating roof. Similarly in case of any dent, the seal and shell will have excessive friction.

16.3 The seal shall be checked during floatation test when the floating roof is at the mid point of each shell strake. Subsequently, after removal of water, defective portion of seal shall be repaired /replaced & the roof floated and checked once again, to ensure satisfactory performance of the floating roof before acceptance by the LIOC. The contractor shall ensure that the accessories are functioning satisfactorily.

The Deck supporting structure should be strong enough to take care of various loads.

16.4 Roof must be concentric with shell and gauge pipe must be concentric with its well.

17.0 FLOATING ROOF TOLERANCES

- The differences in the gap between the shell and the periphery of the roof during erection of the roof shall not exceed +/-12 mm from the nominal gap.
- Notwithstanding the various tolerances for shell dimensions, verticality etc. and the floating roof, the difference in the gap between the shell and the periphery of the roof shall never exceed +/-50 mm from the nominal value.

All works shall be completed as per specifications, drawings and directions of site engineer.

LIST OF INSPECTION AGENCIES

1	M/s Projects & Development India Ltd. Bengal Chemical Building, 1st Floor, 502, S.V.Savarkar Marg, Prabhadevi, Mumbai - 400025
2	M/s Loyd's Register of Shipping. Solitaire Corporate Park,Bldg. No 1, 4th Floor, 151 M. Vasanji Road, Chakala, Andheri (East), MUMBAI - 400093
3	M/s Indian Register of Shipping 52 A, Adi Shankaracharya Marg, Opp. Powai Lake, Powai, Mumbai - 400072
4	M/s Bureau Veritas Industrial Services (India) Pvt Ltd. The Leela Galleria, 5th Floor, Andheri Kurla Road, Andheri (E),MUMBAI - 400059

**SIGNATURE OF TENDERER
SEAL**



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5	M/s Det Norske Veritas Emgeen Chambers, 5th Floor, 10, CST Road (Opp. Kalina University Campus) Santacruz (East), MUMBAI - 400092
6	M/s Certification Engineers Intl. Ltd. (CEIL), Great Eastern Chambers, 5th Floor, Sector II, Belapur CBD, NAVI MUMBAI - 400614
7	M/s Directorate General of Supplies & Disposals (DGS&D) 1st Floor, Director of Quality Assurance, Ayakar Bhawan Annexe, New Marine Lines, Mumbai - 400020
8	M/s SGS India Ltd. SGS House, 4B, Adi Shankaracharya Marg, Vikhroli, Mumbai - 400083
9	M/s Rail India Technical & Economic Services Western Region, Inspection Wing, 2nd Floor, Churchgate Station Building, Churchgate, Mumbai - 400020
10	M/s UL India Pvt. Ltd. 205-209, 2nd Floor, Prestige Meridian - 1 29, MG Road, Bangalore - 560001
11	Indian Institute of Technology, Kanpur / Mumbai / Delhi / Chennai / Kharagpur / Guwahati

[NB] : Inspection may be carried out through any branch of the above mentioned agencies

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(Documents to be signed and enclosed)

ANNEXURE-III

DECLARATION OF THE BIDDER

SVP (E), Lanka IOC PLC

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

I / We have deposited Requisite Earnest Money.

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

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(Documents to be filled up, signed and enclosed)

ANNEXURE-IV

BIDDER'S INFORMATION

SVP (E), Lanka IOC PLC

Tender No.	LIOC/ENG/LT/04/2019-20
Name of work/Item Description:	Supplying & installation of Aluminium Internal floating roof on tank no. 3 and allied works at Lanka IOC Terminal, Trincomalee, Sri Lanka.
Name of the Company:	
Address:	
Contact Person Name:	
Phone:	
Fax:	
E-Mail Address:	
Have you studied the Pre-Qualification requirement of the selected tender?	Yes / No
Is the company having Copy of VAT/GST Registration Certificate / CST Registration Certificate (TIN)?	Yes / No
Is the company having Current valid Professional Tax Payment Certificate (PTPC)?	Yes / No
Is the Company meeting the pre-qualifying criteria mentioned in the NIT?	Yes / No
Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer.	Yes / No
Are you MANUFACTURERS / authorised dealers/ authorized stockiest/ suppliers for the tendered materials? Please indicate your status.	

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

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

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

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

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ANNEXURE-V

PROFORMA OF DECLARATIONS TO BE FURNISHED BY THE TENDERERS

DECLARATION - 'A'

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

Date :

Place :

**Tenderer's signature
Seal**

DECLARATION - 'B'

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

OR

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

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

Date :

Place :

**Tenderer's Signature
Seal**

DECLARATION - 'C'

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

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

Date :

Place :

**Tenderer's
Signature & Seal**

**SIGNATURE OF TENDERER
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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. Sujoy Choudhury , 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. Dipak Das , 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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ANNEXURE-VI

FORM OF AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSED as follows: -

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

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

ON BEHALF OF EMPLOYER

ON BEHALF OF CONTRACTOR

.....

.....

SIGNATURE OF TENDERER
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.....

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

Witnesses

(1)

(2)

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ANNEXURE-VII

CONDITIONS OF CONTRACT PART I

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

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

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

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CONDITIONS OF CONTRACT PART II

- CLAUSE 1 : Definitions and interpretations**
- 1.1.1 : The Employer is**
Lanka IOC PLC
20, West Tower,
World Trade Centre,
Echelon Square,
Colombo 01.
- 1.1.2 : Sub-clause 1.1.2 is deleted and the following is substituted therefore**

The Contractor means the person who has contracted for the works herein specified and its successors and not any assignee of such person.
- 1.1.3 : Sub-clause 1.1.3 is deleted and the following is substituted therefore**

Engineer or Architect or Consultant referred in this tender document is the person appointed by the Employer to act as Engineer for the purpose of this contract.
- 1.1.14 : Sub-clause 1.1.14 is deleted and the following is substituted therefore**

“Approved” and “Approval” means approved in writing including subsequent written confirmation of previous oral approval.
- 1.1.17 : The following new Sub-clause 1.1.17 is added**

“Day” means calendar day.
- 1.2 : Sub-clause 1.2 is deleted and the following is substituted therefore**

Words importing the singular only also include the plural and vice Versa and words importing the masculine gender shall include the feminine and neuter genders.
- CLAUSE 2 : Duties and Power of Engineer’s Representative**
- 2(1) : The approval of the “Employer” is required before the “Engineer” can execute his duties in accordance with or as defined by the limits of the following clauses:**
- (a) Clause 4 Sub-letting**

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

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

CLAUSE 5 : Language/s and Law

5.1 : The Language is English

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

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

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

CLAUSE 9 : Contract Agreement

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

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

CLAUSE 10 : Performance Bond

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

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

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

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

CLAUSE 12 The following proviso is added:-

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

CLAUSE 14 Programme to be furnished

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

CLAUSE 15 Construction Management Services

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

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

CLAUSE 19 Watching and Lighting

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

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

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

CLAUSE 20 Care of works

Clause 20(1)

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

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

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

CLAUSE 21

Insurance of works etc.,

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

CLAUSE 22

Damage to persons and property

22(1)

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

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

22(2)

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

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

CLAUSE 24

24.1

Accidents and injury to workmen

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

CLAUSE 36

36(2)

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

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

CLAUSE 45

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

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

CLAUSE 47

47(3)

- Deleted-

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

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

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ANNEXURE-VIII

PROFORMA OF PERFORMANCE GUARANTEE (SECURITY DEPOSIT)/BID BOND

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

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

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

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

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

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

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

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

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

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

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

Dated the _____ day of _____ 20__

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

PLACE:

DATE:

SIGNATURE OF TENDERER
SEAL

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Annexure—IX

PROFORMA LETTER FOR AUTHORITY FROM MANUFACTURER

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

Sub: Tender No. _____

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Authorized e-Mail id :

Authorized Fax No :

Seal of the Bidder:

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

SIGNATURE OF TENDERER
SEAL

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Annexure—X

PROFORMA FOR DECLARATION OF GENUINENESS OF DOCUMENTS

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

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

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

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

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

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

SIGNATURE OF TENDERER
SEAL