

NAME OF TENDER:

**SUPPLY AND INSTALLATION
OF FILLING MACHINE FOR
LANKA IOC PLC,
TRINCOMALEE OIL
TERMINAL
CHINABAY,TRINCOMALEE.**

Tender No :	LIOC/ENG/GT/01/23-24
Due Date &Time :	31.08.2023 @ 11:00 Hrs

**TECHNICAL/ COMMERCIAL BID
(PART-I)**



TENDER NO: LIOC/ENG/GT/01/23-24

**SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE**

**Page
2 of 43**

CONTENT

PART-I

S/N	DESCRIPTION	PAGE NO.
1	Cover Letter	03
2	Copy of Press NIT	05
3	Notice Inviting Tender	06
4	Terms & Conditions of Tender - Annexure I	11
5	Technical specification- Annexure II	21
6	Documents to be Enclosed - Annexure III	25
7	Declaration of the Bidder- Annexure IV	27
8	Bidder's Information- Annexure V	28
9	Details of statutory levies for Sri Lankan Bidders (Or for local agents of Foreign bidders) - Annexure VI	29
10	Proforma of Declarations to be Furnished by the Tenderers including List of Directors of Lanka IOC PLC - Annexure VII	30
11	Condition of Contract - Annexure VIII	33
12	Proforma of Performance Guarantee (Security Deposit) - Annexure IX	40
13	Proforma of declaration of genuineness of documents - Annexure X	42
14	DETAILS OF CURRECNCY & AGENCY COMMISSION FOR FORIEN BIDDERS - Annexure XI	43

PART-II

S/N	DESCRIPTION	PAGE NO.
15	Priced Bid for Sri Lankan Bidders or Local Agents of Foreign Bidders- Annexure XII, Table-1	02
16	Priced Bid for Foreign Bidders- Annexure XII, Table-2	04

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/ENG/GT/01/23-24	Page 3 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

**Tender No: LIOC/ENG/GT/01/23-24
Date: 03.08.2023**

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

Dear Sir,

**SUB: SUPPLY AND INSTALLTION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL
TERMINAL CHINABAY,TRINCOMALE
DUE DATE & TIME: 31.08.2023 @ 11.00 HRS**

Lanka IOC PLC is a public limited company in Downstream Petroluem in Sri Lanka and also a subsidiary of Indian Oil Corporation Limited. As part of our assets, we operate a Lube blending Plant at Trincomalee, Sri Lanka. As a part of Lube Blending Plant requirement, we plan to install new filling machine for which the subject tender enquiry is being made and as described in further detail in the tender documents.

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

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

2. We request you to submit your lowest quotation for the work contained in the tender. Your offer complete in all respects must be submitted so as to reach this office of LIOC on or before **31.08.2023 at 11:00 hrs.** Offer may please be dropped in 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**

**SIGNATURE OF TENDERER
SEAL**

 Lanka IOC	TENDER NO: LIOC/ENG/GT/01/23-24		Page 4 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE		

3. Tender Fee: Tender documents (non transferable) can be obtained from Lanka IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01, 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 Trincomalee or USD 17/- as the case maybe.
- 3.1. LIOC shall not be responsible for any Postal / Courier delays if document is sought by post. The tender documents can also be downloaded from our web site www.lankaio.com during the sale period. In such case, the tenderers must ensure that all the documents are downloaded and the responsibility of the same shall vest with the individual tenderer. Before downloading the tender documents from the website, the tenderer should register in the website by giving the correct name of the firm, address and all details as required. It shall be the responsibility of the tenderer to ensure that they register with the web site well in advance and download the documents before due date and time of close of sale. In case, the name and address in which the tenderers have registered at the website does not match with the name and address of in which they have quoted, their tender shall be rejected outright.
- 3.2. The tender documents downloaded are not transferable and can be used only by the registered tenderer who has downloaded the documents. Hence any tender submitted by the tenderers who have neither bought the tender nor downloaded the same shall be rejected outright. **In case, the tenders are downloaded, the tenderers are NOT required to submit the Tender Fee for LKR 5,000 (USD 17/- /-) along with the Technical Bid documents.**
4. Submission of Tender Documents:
- 4.1. Tender Envelope must be super scribed duly indicating the tender number, due date and time of opening, name of work tendered, address of tenderer. It must be noted that the Technical bid (named as COVER A) & Price bid (named as COVER B) shall be enclosed in separate covers and sealed. The two covers (COVER A & COVER B) in sealed condition containing the above must be enclosed in an outer cover (named COVER C) and sealed and submitted. The outer cover (COVER C) must be super scribed duly indicating the tender number, due date and time of opening, name of work tendered, name and address of tenderer. Non-submission of the tender documents in the manner prescribed above will render the offer liable for rejection.
- 4.2. Tenderers to note that LIOC shall not be responsible for the postal delays in dispatch and receipt of tender documents. Tenderers must also note that all pages of tender must be signed with stamp and submitted as part of submission of tender.
- 4.3. Tenders received after the due date and time shall be rejected outright.

Thanking You,

Yours Faithfully,
For LANKA IOC PLC.,

FOR SENIOR VICE PRESIDENT (ENGG)

SIGNATURE OF TENDERER
SEAL

 Lanka IOC	TENDER NO: LIOC/ENG/GT/01/23-24	Page 5 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

NOTICE INVITING TENDER (PRESS NOTICE)



NOTICE INVITING TENDER

Tender no: **LIOC/ENG/GT/01/23-24**

Lanka IOC PLC invites sealed tenders in prescribed tender form under two bid system from bonafide contractors as per following details

NAME OF WORK	SALE PERIOD (BOTH DAYS INCLUSIVE)	CONTACT PERSON
SUPPLY AND INSTALLTION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALEE	03.08.2023 From 0900 Hrs To 31.08.2023 Up to 1100 Hrs	Jr.Executive(Engg.) TEL: +94 112475728 Mobile: +94 759278018 Email: buwaneka@lankaioec.com

Please visit our website <https://www.lankaioec.com/tenders/> for further details on this tender.

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/ENG/GT/01/23-24	Page 6 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

Tenders under single stage two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced vendors for “SUPPLY AND INSTALLTION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE”.

Notice Inviting Tender:

a.	Name of Work	SUPPLY AND INSTALLTION OF FILLING MACHINE FOR LANKA IOC PLC, Trincomalee oil terminal Chinabay,Trincomale.
b.	Location of Work	Lanka IOC Terminal, China-bay, Trincomalee, Sri Lanka
c.	Mode of Tender	GLOBAL Tender (Part I - Techno-Commercial Bid and Part II - Price Bid)
d.	Tender No.	LIOC/ENG/GT/01/23-24
e.	Commencement of Sale of Tender / Downloading of Tender	03 rd August '2023 @ 0900 hrs
f.	Closure of Sale of Tender/ Downloading of Tender	31 st August '2023 @ 1100 hrs
g.	Tender Fee	LKR 5,000 (non refundable/ non transferable) in the form of Demand Draft drawn in favor of Lanka IOC PLC and payable at colombo or USD 17/- as the case maybe. Please note that there is no tender fee in case of Bidder downloading the Bid Documents from Lanka IOC Website i.e. www.lankaio.com . Please ensure that you have got yourselves registered in the name in which the Bid is intended to be submitted.
h.	Pre -Bid Meeting	16th August '2023 @ 11:00 hrs at Lanka IOC, Terminal Trincomalee, China Bay. Bidders requested to send their queries to through emails before 15 th August '2023 17:00 hrs to,Jnr. Exec. (Engg.) Email: buwaneka@lankaio.com
i.	Bid submission start date	31.08.2023 @ 1100 Hrs
j.	Due Date and Time for Submission of Tender	31.08.2023 @ 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: SENIOR VICE PRESIDENT (ENGG), LANKA LIOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01 SRI LANKA
k.	Due Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	31.08.2023 @ 1200 Hrs
l.	Date of opening of Part II i.e. Price bid	Shall be informed separately
m.	Verification of Bid Documents (with their original copies)	Shall be informed separately for the technically qualified parties.
n.	Work Completion Time	Completion period:16 weeks.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ENG/GT/01/23-24

SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE

Page
7 of 43

o.	Bid Bond/ Earnest Money Deposit	For Local (Sri Lanka) Bidders or Foreign Bidders bidding through Local Agents : The bidders are required to deposit Bid Bond/ Earnest Money of LKR 146,000/- along with the Technical Bid by way of Demand Draft/ Banker's Cheque in favour of Lanka IOC PLC and payable at Colombo. Please note that Bid Bond must not be enclosed with the envelope containing Price Bid. Bids received without proper instrument of Bid Bond/ Earnest Money or in a manner different as above may render the tender liable for rejection. For Foreign Bidder: The bidders are required to deposit EMD/Bid Security of USD 485/- 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: - SBINLKLXFCB) 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.
p.	Pre-Qualification Criteria	a) Experience: Bidder should have successfully completed installing of filling machine/Automation facility/Any kind of engineering projects to any Oil industry/ any private industry in Sri Lanka or any other country during the past five years ending January'2023. Values shall be as per following. (In Sri Lankan Rupee or equivalent Foreign currency) a. 3 similar work orders each of value not less than LKR 5.8 Mil OR b. 2 similar work orders each of value not less than LKR 7.3 Mil OR c. Single similar work order of value not less than LKR 11.7 Million b) Annual Turnover: Audited balance sheet and Profit & Loss account for the last 3 (three) financial years. Average annual financial turn over during shall be at least LKR 4.4 Million or equivalent Foreign currency. c) Tenderer shall have valid VAT certificate for Sri lankan parties. Business Registration and VAT/GST registration certificate: Submission of application for VAT/GST registration shall not be considered as valid document.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ENG/GT/01/23-24

SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE

Page
8 of 43

		Relevant documents should submit inline with requirement in ANNEXURE-III.
	Note:	
I.	Part I Techno-Commercial bid will be opened on specified date and time as given in the NIT. Bidder(s) can witness opening of bid at the venue as mentioned. Part II Price bid will be opened of only those bidder(s) whose Part I Techno- Commercial Bid is found to be Techno-Commercially acceptable by LANKA IOC PLC. Such bidder(s) will be intimated date of opening of Part II Price bid, through email. The email shall be as used by them for registering themselves at Lanka IOC website at the time of downloading the Tender or as mentioned by them in the "Bidder's Information".	
II.	Corrigenda / addenda / clarifications, if any, shall be hosted on the above-mentioned website only. No separate advertisement will be made in the print media. Tenderer should visit the website frequently to check for updates.	
III.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, Bid Bond/ EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business/ Holiday listing can also be taken against defaulting bidders.	

Procedure for Selection of Contractor

- A. Submission of Bid Documents:** Offer shall be considered for evaluation only in respect of Bidders who have submitted the tender within the due date and time and with the requisite Bid Bond/ EMD. All details as required in the "Statement of Credentials/ Bidder's Information" shall necessarily be filled up and copies of documents in support of meeting the pre qualification criteria be submitted failing which the Bid may be summarily rejected.
- B. Technical Qualification:** Tenderer will be considered as technically qualified based on meeting qualifying parameters as stipulated above. Decision of Lanka IOC on the same shall be final and binding. In the event, document submitted by the tenderer is found to be forged or incorrect, such tenderer shall be rejected and bid bond submitted shall be forfeited immediately. Such tenderer is also liable to be put on Holiday List by LIOC
- C. Verification of Documents:** The backup documents submitted in support of the credentials and the pre qualification criterion shall be verified with their original copies for the L1 bidders only. These documents have to be brought to this office by the respective Bidder on the dates mentioned for "Verification of Original Documents". Refusal to furnish the original documents for verification may render the bid liable for rejection.
- D. Price Bid Opening & Finalisation of Contract:** Tenderers are required to quote fixed amount in the Price Schedule. Price Bid of only technically qualified parties shall be opened, after intimation to successful tenderers. Status of tenderers shall be arrived at based on the price quoted by individual tenderers and arranged from lowest bidder to highest bidder in terms of quotation equipment wise. In case of identical rates received, parties having higher annual average turnover in the last 3 financial years i.e. as worked out for qualifying criteria shall get precedence. Turn over if not provided for any year shall be considered as zero for the purpose of calculating the average.

SIGNATURE OF TENDERER
SEAL

 Lanka IOC	TENDER NO: LIOC/ENG/GT/01/23-24	Page 9 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

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

E. Number of Parties/ Contractors/ Vendors: One Contractor/ Vendor shall be selected.

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.

Sr Vice President (ENGG)

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/ENG/GT/01/23-24	Page 10 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

List of Annexure:

Terms & Conditions of Tender	:	Annexure -I
Technical specification and Drawing (if any)	:	Annexure - II
Pre-qualification Documents to be enclosed	:	Annexure-III
Declaration of the Bidder	:	Annexure-IV
Bidder's Information	:	Annexure-V
Details of statutory levies for Sri Lankan Bidders	:	Annexure-VI
Proforma of Declarations to be Furnished by the Tenderers including List of Directors of Lanka IOC PLC	:	Annexure- VII
Condition of Contract	:	Annexure- VIII
Proforma of Performance Guarantee	:	Annexure-IX
Proforma of declaration of genuineness of documents	:	Annexure-X
Details of currency and agent Commission for Foreign Bidders		Annexure-XI
Priced Bill of Quantity for Sri Lankan Bidders	:	Table-1 of Annexure-XII
Priced Bill of Quantity for Foreign Bidders	:	Table-2 of Annexure-XII

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/ENG/GT/01/23-24	Page 11 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE	

Annexure -I

Terms & Conditions of Tender:

Sl. No.	Terms	Response
1.	Mere issue of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also. Bid shall have to be submitted in English language only and in metric system.	AGREE
2.	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.	AGREE
3.	Bid Submission for	
3.1	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE	AGREE
4.	SCOPE OF WORK	
4.1	The work includes Supply & Install of items mentioned in Tender BOQ in detail along with all necessary accessories following all statutory/ international guidelines and approvals in this regard. Bidder should quote for all the items in the price bid.	AGREE
4.2	A certificate of worthiness shall be issued by the Supplier/ Successful bidder.	AGREE
5.	Lanka IOC PLC shall be at liberty to engage an independent Third-Party Inspection Agency to verify the certification and in case of any contradiction, the Supplier/ Successful bidder shall be obliged to correct the same by way of additional tests/ repair/ replacement at no extra cost to Lanka IOC.	AGREE
6.	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.	AGREE
7.	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the SVP (ENGG.)/ Lanka IOC, thereon shall be final and binding upon all parties.	AGREE
8.	The Contract will include the Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted, together with Addenda, if there be any. General Conditions of contract are the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.	AGREE
9.	Lanka IOC PLC reserves the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders.	AGREE
10.	Lanka IOC PLC is not bound to accept the lowest or any tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.	AGREE
11.	The contract shall be governed by all relevant Acts as in Sri Lanka and	AGREE

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ENG/GT/01/23-24

**SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE**

**Page
12 of 43**

	applicable only within the jurisdiction of the High Court at Colombo.	
12.	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding.	AGREE
13.	VALIDITY: The tender shall remain valid for acceptance for a period of 120 days from the date of opening of the same. If before expiry of validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.	AGREE
14.	NON- RESPONSIVE BIDDER :- The offer/tender shall be treated as non-responsive for following reasons:-	
14.1	If 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.	AGREE
14.2	If offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
15.	SECURITY DEPOSIT :	
15.1	Earnest Money/Bid Security of the successful Bidder shall be retained till submission of Bank Guarantee as detailed below.	AGREE
15.2	Security Deposit (SD) will be 10% of the Entire Contract Value. An initial security deposit of LKR Rs.146,000/- has to be submitted at the time of acceptance of the contract and balance amount will be deducted @ 10% from the bills of individual call up orders as security deposit. Security deposit shall be released after 12 months from the date of completion of the contract period, provided no breakdowns are observed during this period. No interest shall be payable on the security deposit. Security deposit shall be paid by the way of: Proforma (Annexure-IX) from a Bank of Sri Lanka or reputed foreign bank having branch at Colombo, Sri Lanka. Or by way of Demand Draft in favor of Lanka IOC PLC and payable at Colombo in the currency as in the work order.	AGREE
15.3	Security Deposit shall have to be deposited by successful bidder within 14 days from the date of placement of Purchase Order/Letter of acceptance, failing which the trustees reserve the right to cancel the order/acceptance and forfeit the Earnest Money/Bid Security.	AGREE
15.4	Security Deposit shall be refunded without interest after successful execution of order/contract and satisfactory completion of warranty period.	AGREE
15.5	In the event of the successful bidder failing to execute the order/contract within the stipulated delivery/completion time without sufficient/valid reason acceptable to the trustees, the Security Deposit may be forfeited and the order/contract may be cancelled at the option of the trustees.	AGREE
16.	PRICE BASIS:	
16.1	For Foreign Bidder	
16.1.1	Foreign bidder shall quote firm prices without any variation on the basis of DDP ,	AGREE

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ENG/GT/01/23-24

SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE

**Page
13 of 43**

	Delivered Duty Paid up-to final destination i.e. Chinabay Terminal, Lanka IOC PLC, Trincomalee, Sri Lanka. The term DDP shall be as defined in the current edition of International Rules for the interpretation of the Trade Terms published by the International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.	
16.1.2	The prices quoted shall remain firm till completion of work. No price variation will be allowed in any situation from the date of opening of pricebid.	AGREE
16.1.3	The prices should be quoted only in one currency preferably in USD.	AGREE
16.1.4	Payment of any amount would be subject to with-holding tax at the prevailing rate as per inland revenue department, Sri Lanka.	
16.2	For Sri Lankan Bidder	AGREE
16.2.1	Local Agents/ Sri Lankan bidders shall quote firm prices in Sri Lankan Rupees (LKR) only and without any variation on Free Door Delivery basis ie. Free Delivery upto Chinabay Terminal, Lanka IOC PLC, Trincomalee, Sri Lanka at their risk, cost and arrangement.	AGREE
16.2.2	The prices quoted shall remain firm till completion of work. No price variation will be allowed in any situation.	AGREE
16.2.3	The quoted price, which shall include all state and Central Taxes and Excise Duties, Customs Duty, leviable on the final finished supplies and installation tendered for, handling, loading, unloading, Freight & Other charges,	AGREE
16.2.4	However, wherever VAT is applicable (i.e. only for services and not for imports/ customs clearance) would be payable as per prevailing rates subject to Bidder declaring the items on which VAT is payable.	AGREE
16.3	For Both Sri Lankan & Foreign Bidders:	
16.3.1	The Basic Price shall include charges of Pre-dispatch Third Party Inspection, Testing and other necessary charges for completion of work as described in the scope of work of the tender.	AGREE
16.3.2	Quoted Prices should be made only for units specified in the "Schedule of Tender".	AGREE
16.3.3	Statutory Duties shall be paid by the bidder and documentary evidence submitted to Lanka IOC (if demanded) for all works as applicable during the currency of the contract.	AGREE
16.3.4	The local agent/ Sri Lankan bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II) under Table No-1 of Annexure-XII only.	AGREE
16.3.5	The Foreign bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II) under Table No-2 of Annexure-XII only.	AGREE
16.3.6	Price(s) to be quoted should remain firm till the goods are delivered and Commissioned successfully. No Price escalation is admissible.	AGREE
16.3.7	Please note that Lanka IOC does not provide any concessional duties etc for any import.	AGREE
16.3.8	If new statutory taxes/duties or any changes in existing statutory taxes/duties come in force in Sri Lanka, the same will be paid as applicable during currency of contract. Any benefit out of it has to be passed on to LANKA IOC PLC Documentary evidence for this purpose is to be produced by the contractor/supplier.	AGREE
16.3.9	Price Bids, containing any sort of qualifying expressions will be rejected.	AGREE

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ENG/GT/01/23-24

**SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE**

**Page
14 of 43**

16.4	CONTROL REGULATION : Supply and dispatch should be arranged by the foreign supplier in strict conformity with Control Regulations wherever applicable and after obtaining permits, if any, required under the regulations in force from time to time. All Government Levies and Duties etc. as applicable in Supplier's Country will be borne by the supplier.	AGREE
17.	EVALUATION CRITERIA	
17.1	The bids / tenders received would be evaluated among the techno-commercially qualified bids subject to the fulfillment of necessary tender conditions as detailed below. A) When only the bids of foreign bidders are qualified, the DDP price, i.e. Delivered Duty Paid upto destination, Chinabay Terminal, Lanka IOC PLC, Trincomalee, Sri Lanka at supplier's risk, cost and arrangement would be the basis of comparison of bids. Or B) When only the bids of Sri Lankan bidders are qualified, the price on Free Door Delivery basis upto Chinabay Terminal, Lanka IOC PLC, Trincomalee, Sri Lanka at supplier's risk, cost and arrangement, 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.	AGREE
17.2	The bidders must quote their charges / rates in the manner details in Price BOQ given format for local Agents/ Sri Lankan Bidders under Table-1 and for Foreign Bidders under Table -2.	AGREE
17.3	The bidder has to quote for all the items against the group otherwise; his bid will not be considered and will be rejected. Rate of group/items is to be quoted clearly.	AGREE
18.	PAYMENT:	
18.1	50% payment will be made within 14 days after full supply of material in good condition (to LANKA IOC PLC, Chinabay Terminal, Trincomalee). 30% payment will be made within 14 days after full installation 20% payment will be made within 14 days after full commission the system.	AGREE
18.2	Mode of Payment for Foreign Bidder: Payment shall be made by direct remittance to the banker of successful foreign bidder through international banking system by LANKA IOC PLC's banker in Sri Lanka against invoice and other documents stated in the contract.	AGREE
18.2.1	Bank Charges: All Bank Charges and stamp duties, if any, payable in relation to Supplier's Bank in connection with payment shall be borne by the supplier.	AGREE
18.2.2	Documents & information required for payment are as follows: - Name & address of Supplier's Bank with email ID, Fax & telephone Supplier's Bank account number & other particulars Invoice in quadruplicate Delivery Order in quadruplicate	

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ENG/GT/01/23-24

**SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE**

**Page
15 of 43**

	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 Warranty 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,Level 20. West Tower, 20th Floor, World Trade center, Colombo 01.	
18.3	Mode of Payment for Sri Lankan Bidder/ Local Agent : Payment shall be made to successful Sri Lankan bidder/ local agent through RTGS/ECS/NEFT mechanism.	AGREE
18.3.1	Documents & information required for payment are as follows:- Name & address of Supplier's Bank with email ID, Fax & telephone Supplier's Bank account number & other particulars (branch code of Bank, IFS code. & MICR code of the Bank) Invoice in quadruplicate Delivery Invoice in quadruplicate Packing List in quadruplicate Inspection Report of Third Party in duplicate Manufacturer's Test Report in duplicate Guarantee Certificate of Manufacturer's/ Principal's in duplicate Quality certificate from Manufacturer's/ Principal's in duplicate	AGREE
19.	TIME OF COMPLETION : The time of completion of supply for individual call-up Pos as stated in the NIT under clause-m of the tender will be within 16 weeks from the date of receipt of order. Call-up Purchase Orders shall be placed over email from authorized e-mail IDs of Sr.VP(Engg.)	AGREE
19.1	Work completion time shall be binding on the supplier. If work is not completed within the time undertaken without sufficient reason acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name will be removed from the list of approved suppliers.	AGREE
19.2	In case of default in completion of work in time or, failure to deliver as per correct specification or, the approved quality within the time stipulated Trustees are entitled to purchase the items and get work done from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply/ work remaining undelivered/ unfinished or, not approved.	AGREE
20.	DESPATCH ARRANGEMENTS:	AGREE
20.1	For Sri Lankan Bidder Materials are to be delivered at LANKA IOC PLC's site at Chinabay Terminal, Trincomalee, by the supplier at their cost, risk and responsibility.	AGREE
20.1.1	The supplier shall be fully responsible for any transit loss or damage to the	AGREE

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ENG/GT/01/23-24

**SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE**

**Page
16 of 43**

	materials.	
20.1.2	The supplier shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Sundays and Port Holidays. The authorized representative of the suppliers should be present at the time of delivery for jointly noting with the representative of LANKA IOC PLC, the discrepancies, if any, regarding the particulars of materials actually delivered against the Challans/ Invoice for the same. Delivery will not be accepted if not accompanied with proper delivery challans/ Invoice (in quadruplicate) and other related documents like Manufacturer's Test certificates, etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account.	AGREE
20.2	For Foreign Bidder The supplier shall dispatch the consignment on the basis of DDP, Delivered Duty Paid upto destination i.e. LANKA IOC PLC Chinabay Terminal Trincomalee, Sri Lanka at their cost, risk and arrangement.	AGREE
21.	INSPECTION AT DESTINATION:	
21.1	All supplies are subject to inspection before acceptance by LANKA IOC PLC or his authorized officer. In case the items supplied is not in good condition/suitable, supplier shall have to replace it at his own cost immediately.	AGREE
21.2	Final acceptance and certification of work will be done by SVP (Engg.), LANKA IOC PLC or his authorized officer.	AGREE
21.3	Any material/part/component, if found defective or not up to the standard quality, shall be forthwith rejected and the same shall be replaced by the supplier free of cost.	AGREE
22.	WARRANTY: All the equipment and their components shall be fully guaranteed against any manufacturing defects / poor workmanship / inferior design or quality etc. for warranty period. During this period, vendor will arrange to repair / replace any defective parts free of cost or replace complete set, if required. Party to give warranty for 18 months from date of supply or 12 months from date of commissioning whichever is earlier During the warranty period, the supplier/ successful bidder shall have to certify the worthiness of the material every 6 month after inspection and after completing any and all required repairs/ maintenance etc. Such inspections/ repairs shall be followed by a report to be jointly signed with Lanka IOC representative to be nominated by SVP(Ops. & LBP). Failure to adhere to above may render the forfeiture of the Security Deposit.	AGREE
23.	TEST CERTIFICATE : The successful bidder should provide original manufacturer's (OEM) test Certificate(s) of the product(s) mentioning Make and Country of Origin.	AGREE
24.	TRANSIT RISK : For Sri Lankan Bidder Transit risk will be on supplier's account since the delivery is to be made on F.O.R. destination basis. For Foreign Bidder	AGREE

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ENG/GT/01/23-24

**SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE**

**Page
17 of 43**

	Transit risk will be on supplier's account since the delivery is to be made on D.D.P destination basis.	
25.	DOCK PERMITS : The successful Bidder shall have to obtain permits from the office of the SVP (Ops & LBP), LANKA IOC PLC as directed for entry of their vehicles and workers into the Stores for unloading and stacking of the material. Such permits shall be issued free of cost to the supplier against receipt of proper application for the same during normal working hours on any working day.	AGREE
26.	REJECTION OF MATERIALS : Notwithstanding the Inspection, Testing and Trial of equipment and materials by SVP (Ops & LBP),LANKA IOC PLC or his authorized officer any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest. The supplier shall at his own arrangement and cost replace within a period of 2 (two) weeks of all such defective and rejected materials. Rejected materials shall be at Supplier's risk. They must be collected from the LANKA IOC PLC's premises within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials, the Trustees shall have the right to dispose of the same and the supplier shall have no claim against the Trustees in respect of the said rejected materials.	AGREE
27.	LIQUIDATED DAMAGES :	
27.1	If the supplier fails to complete the supply & install within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ ½% of the entire work order value ie the summation of the work order amount, for every week or part thereof, (part of the week being treated as a full week) provided always that the amount of such compensation shall not exceed 10% of the contract value of contract.	AGREE
27.2	Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from money due or, likely to become due to the supplier. The payment or, deduction of such damages shall not relieve the supplier from his obligations to complete any other liabilities and obligations under the contract.	AGREE
28.	RISK PURCHASE : In case of supplier's failure and at the absolute discretion of the SVP (Ops & LBP), 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 (Ops & LBP), Lanka IOC or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).	AGREE
29.	BANNED OR DE - LISTED CONTRACTORS: Bidders must give a declaration to the effect that they have not been banned or, delisted by any Government or, quasi - Government agency or, PSU. If a bidder has been banned / de-listed by any Government or, quasi -Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno-Commercial Bid. Incorrect declaration or, suppression of facts will lead to	AGREE

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ENG/GT/01/23-24

**SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE**

**Page
18 of 43**

	rejection of the Offer.	
30.	FORCE MAJEURE : In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earthquake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub-Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.	AGREE
31.	PACKING : The supplier shall be responsible for proper/strong packing being used in International Trade and delivery of materials. The supplier shall supply all materials properly packed in Weather proof, Sea/Air Worthy packing for Sea/Air Transport under tropical condition and for Inland Transport by Rail/Road or other appropriate transport in supplier's Country as well as in Sri Lanka for protection against any damage, loss, breakage or leakage etc. at their own 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.	AGREE
32.	JURISDICTION OF COURT & LAWS : a) The contract shall be governed by all relevant Sri Lankan Acts applicable within the jurisdiction of High Court in Colombo. b) All relevant rules and regulations and laws of Sri Lanka, that will be applicable for carrying out the work, shall be complied with by the supplier at their own cost, risk and arrangement.	AGREE
33.	WORKMEN COMPENSATION : The successful bidder(s) must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at LANKA IOC PLC 's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.	AGREE
34.	PERSONAL PROTECTIVE EQUIPMENT(PPE): Suppliers and their workmen including Engineer & Technicians must use PPE i.e. safety helmet etc. at the time of supply & Install of machine inside the Plant.	AGREE
35.	DRAWINGS AND MANUALS: The Contractor must supply the following records in English language only along with the equipment. i) Set of working drawings of the equipments, showing all the parts of the equipment being supplied & installed. ii) Usage manual iii) Do's & Don't's of the machine	AGREE
36.	Foreign OEM / Manufacturer quoting directly involving Sri Lankan Agent: Where an Foreign OEM/Manufacturer quotes directly involving an Sri Lankan	AGREE

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ENG/GT/01/23-24

**SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE**

**Page
19 of 43**

	Agent, following provisions must be adhered to: -	
36.1	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
36.1.1	The precise relationship between the foreign manufacturer or the principals and their Sri Lankan Agents;	AGREE
36.1.2	The mutual interest which the manufacturer/principal and the Sri Lankan Agents have in the business of each other,	AGREE
36.1.3	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
36.1.4	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
36.1.5	A copy of Sri Lankan Agent's Income-Tax Permanent Account number to be submitted with tender.	AGREE
36.2	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
36.3	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
36.4	The agent is official representative of Manufacturer/Principal. Accordingly Manufacturer/Principal shall be fully responsible for the conduct of their appointed agent.	AGREE
37.	EARLIEST ACCEPTABLE YEAR OF MANUFACTURE: The items should be supplied from the latest manufactured lot (not older than 6 months of date of manufacture) conforming to the current production standard at the time of delivery. Quality certificate from OEM will need to be submitted with the supply and bill.	AGREE
38.	THIRD PARTY & PRE-DESPATCH INSPECTION : Third Party & Pre-dispatch inspection of equipment and materials will be done through a reputed agency. 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.	Interpretation of Terms :	
39.1	"Engineer" means the SVP (ENGG.), LANKA IOC PLC (or his authorized representative) who has invited the tender for the purpose of this contract only.	AGREE
39.2	SVP (Ops. & LBP) shall mean the in charge of the Chinabay Terminal, Lanka IOC or his authorized representatives.	AGREE
39.3	"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

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ENG/GT/01/23-24

SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE

Page
20 of 43

39.4	“LANKA IOC PLC ” means LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01	AGREE
39.5	“Successful Bidder” means Contractor refer under clause 39.3	AGREE
39.6	“Supplier” means Contractor refer clause 39.3	AGREE
40.	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
41.	Genuineness of Documents : The bidder shall submit a certificate in the prescribed Pro forma (Annexure-XI) to the effect that the necessary documents that are submitted as per tender conditions, are genuine and correct. In case, any document is found to be false/forged/incorrect at any point of time including execution of contract, he shall be liable for all consequences and responsible for making good any loss to the trustees. Moreover, in such case trustees reserve the right to take action against the bidder as deemed proper.	AGREE

S V P (ENGG.)

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ENG/GT/01/23-24

**SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE**

**Page
21 of 43**

Annexure-II

TECHNICAL SPECIFICATION

Material to be procured

Technical Specifications

The baseline requirements for the new filling line are described in this document. The purpose of this list of requirements is to help find relevant solutions and bids; it is not meant to be an exhaustive list. LIOC holds the right to change its specifications at any moment.

Proposed working principal and operation details

- The three conveyor sections of the proposed system are the incoming filling conveyor (CONVO-IN), the outgoing checkweigher (CONVO-CHCK), and the merging conveyor for the capping section (CONVO-MERG)
- The objective of the incoming conveyor is to use empty bottles and to construct an array. The filling operator keeps empty bottles here or merges them into the end of the bottle sticker pasting machine. These stored bottles will be arranged in sets of six and kept close to one another so that they will touch as they enter the filling nozzle area. This is done by pneumatically actuated pushers. Sensor points are attached to the relevant regions to regulate the bottle grouping process and monitor production data.
- The filling machine's body should be completely encased by transparent doors with safety interlocks so that the inside operation may be observed. The filling head array will descend after the group of six bottles has arrived at its allotted filling nozzle so that the filling nozzle may enter the bottle and the filling activity can begin smoothly without any oil dripping over the bottle neck. When each bottle has the desired volume, the filling process stops, the filling head array rises, and the bottles are indexed through the checkweigher to keep track of their individual weights. Filled bottles will be sent through an outgoing, curved merging conveyor to an existing capping station.
- High Accuracy Flow Meters are used in the filling process to gauge the amount of liquid that is released from each filling nozzle. With its ability to be adjusted both horizontally and vertically, the filling head can accommodate bottles ranging in size from 500ml to 6L. There is a separate on/off valve for each filling head, both mechanical and electrical.

**SIGNATURE OF TENDERER
SEAL**

	TENDER NO: LIOC/ENG/GT/01/23-24	Page 22 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE	

- Six moveable and adjustable filling nozzle components make up the filling head array. Six different filling heads receive oil from the Machine Overhead Tank, which is subsequently dispersed to them. For this filling machine, the single pipe is regarded as the primary oil input line. An electrically operated ball valve, manual valves, a bypass line, a pressure relief valve for safety reasons, and a pressure control valve specifically make up the main oil input line. The entire system has a common oil drain out, and all nozzle heads have the option of an oil flush when necessary.

General

1. New Filling Line (0.5 L – 06 L)
 - a. Fully Automated enclosed Filling system (inline automatic six nozzle)
 - b. Individually controllable filling nozzles
 - c. One Touch oil capacity adjustment (HMI facility with option - *momentous)
 - d. Volumetric basis filling operation (High accuracy level)
 - e. Extra for automatic adjustment of volume based on temperature fluctuation.
 - f. Zero oil spillage
 - g. Flushing facility for all nozzles (individually controllable)
 - h. Low product change over time
 - i. User friendly operating mechanism
 - j. Refined OEE
2. **Compatibility:** All the line machines should have compatibility in speed. The downstream line after the machine should take care of speed variation.
3. Automatic filling machine must ensure Drip-free operation.
4. Automatic filling machine must stop in case there are not containers on the conveyor
5. PLC/CONTROLS: A built-in control panel for the filling machine should have a PLC, an AC frequency drive, and other electrical and electronic components put in it. A control panel should have IP 55 protection and be weatherproof, shockproof, dustproof, etc. The front control panel should be easily reachable so that it may be

SIGNATURE OF TENDERER
SEAL

 Lanka IOC	TENDER NO: LIOC/ENG/GT/01/23-24	Page 23 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE	

used in an emergency. To prevent malfunctions and accidents, the machine should be equipped with all safety devices, interlocks, operators' safety devices, and automatic fault display units controlled by PLC.

6. All machine components should be built with a very sturdy and robust design. Only pre-buffed stainless steel may be used for all major components, contact parts, claddings, coverings, guards, and other items. Mild steel framework must be painted or powder coated in accordance with the manufacturer's instructions.

7. Conveyor facility - Along with drives, motors, control panels, and all hardware, the vendor is responsible for designing the conveyors needed at the machine's inlet, output, and intermediate points to ensure a smooth flow of containers and prevent frequent "no bottle" situations. The site conditions will determine the conveyor's length.

8. Space - After the order is finalized, the vendor must create a complete GA drawing of the machine, including a plan and elevation and any pertinent details required by the site. It will be the vendor's responsibility to match the machines he offers with the other machines and space that are already on the property.

9. Product characteristics& other details:

Product to be handled	: Lubricants
Product quality	: Non-Foaming, Non- Corrosive
Density (g/cm3)	: 0.80 – 0.99
Filling Temperature	: 10-45 Degree Centigrade
Viscosity (cSt)	: 20-600 at 40 degree C
Containers to be filled	: 0.5 ltr to 6 ltr. HDPE containers
Air Supply Available	: 4 to 7 bar
Ambient temperature	: 10 to 45 degree C, Relative humidity: 80 to 99%
Operating Power supply	: 3Ph, 415VAC, 50Hz
Performance Requirement	: 24 containers per minute (for 1ltr container)
Filling accuracy	: +/- 0.30%

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/ENG/GT/01/23-24	Page 24 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

WARANTY / WEARABLE SPARES / AMC / TRAINING:

All the equipment and their components shall be fully guaranteed against any manufacturing defects / poor workmanship / inferior design or quality etc. for warranty period. During this period, vendor will arrange to repair / replace any defective parts free of cost or replace complete set, if required. Party to give warranty for 18 months from date of supply or 12 months from date of commissioning whichever is earlier.

In the presence of the LIOC engineer in charge, the vendor must test the machine and demonstrate its performance against the specified specifications. For the machine to be operated and maintained properly on site, the vendor must carry out the testing and teach LIOC's operators and fitters. If necessary, the vendor must send out an engineer technician to open the equipment and give first training for at least 10 working days following successful commissioning. All of these components must be included in the installation and commissioning rates that are quoted. No account will receive an additional payment.

Vendor shall provide free AMC services during guarantee period

TOOL BOX: Party to give warranty for 18 months from date of supply or 12 months from date of commissioning whichever is earlier. For delay in commissioning due to party's fault, the warranty date will be accordingly adjusted shall give one set of tool box covering complete components with each machine for routine service / maintenance and to be delivered along with the machine. No separate payment will be made for tool box.

DOCUMENTATION: Party shall submit the 3 sets of complete documentation for each machine components including preventive maintenance schedule, operation manual, system flow charts, drawings, PLC software details and other relevant details required for the unit.

SITE VISIT: It is recommended to conduct a preliminary Site visit for understanding the site-specific constraints & space availabilities. In case physical site visit is not feasible, concerned vendor/party must request for a virtual video tour of the space where the new installation is planned to be incorporated.

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/ENG/GT/01/23-24	Page 25 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE	

ANNEXURE-III

DOCUMENTS TO BE ENCLOSED

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

1. Pre-Qualification Criteria of Tenderers:

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

- a) **Experience:** Bidder should have successfully completed installing of filling machine/Automation facility to any Oil industry/ Any private industry in Srilanka or any other country during the past five years ending January'23. Values shall be as per following. (In Sri Lankan Rupee or equivalent Foreign currency)
 - a. 3 similar work orders each of value not less than LKR 5.8 Mil OR
 - b. 2 similar work orders each of value not less than LKR 7.3 Mil OR
 - c. Single similar work order of value not less than LKR 11.6 Million
- b) Tenderer shall have valid VAT certificate for Srilankan parties. **Business Registration and VAT/GST registration certificate:** Submission of application for VAT/GST registration shall not be considered as valid document.
- c) The Credential Value and supply criteria for above are detailed as follows :

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

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

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

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/ENG/GT/01/23-24	Page 26 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

d. Audit Balance Sheet Criteria:

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

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

Average annual financial turn over (In Sri Lankan Rupee or equivalent Foreign currency)	LKR 4.38 Million
--	-------------------------

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

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

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/ENG/GT/01/23-24	Page 27 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

(Documents to be signed and enclosed)

ANNEXURE-IV

DECLARATION OF THE BIDDER

SVP (ENGG.), Lanka IOC PLC

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

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/ENG/GT/01/23-24	Page 28 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

(Documents to be filled up, signed and enclosed)

ANNEXURE-V

BIDDER'S INFORMATION

SVP (ENGG.), Lanka IOC PLC

Tender No.	LIOC/ENG/GT/01/23-24
Name of work/Item Description:	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE
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

[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.

SIGNATURE OF TENDERER
SEAL

 Lanka IOC	TENDER NO: LIOC/ENG/GT/01/23-24	Page 29 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

(Documents to be filled up, signed and enclosed)

ANNEXURE-VI

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

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

SIGNATURE OF TENDERER
SEAL

 Lanka IOC	TENDER NO: LIOC/ENG/GT/01/23-24	Page 30 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

ANNEXURE-VII

PROFORMA OF DECLARATIONS TO BE FURNISHED BY THE TENDERERS

DECLARATION - 'A'

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

Date :

Place :

**Tenderer's signature
Seal**

DECLARATION - 'B'

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

OR

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

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

Date :

Place :

**Tenderer's Signature
Seal**

DECLARATION - 'C'

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

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

Date :

Place :

**Tenderer's
Signature & Seal**

**SIGNATURE OF TENDERER
SEAL**

 Lanka IOC	TENDER NO: LIOC/ENG/GT/01/23-24	Page 31 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

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. A separate sheet may be attached, if the above is not sufficient.

b. 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

c. List of Directors of LIOC board is attached.

SIGNATURE OF TENDERER
SEAL

	TENDER NO: LIOC/ENG/GT/01/23-24	Page 32 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

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.

SIGNATURE OF TENDERER
SEAL

 Lanka IOC	TENDER NO: LIOC/ENG/GT/01/23-24	Page 33 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

ANNEXURE-VIII

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.

CONDITIONS OF CONTRACT PART II

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SEAL



TENDER NO: LIOC/ENG/GT/01/23-24

**SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE**

**Page
34 of 43**

- CLAUSE 1 : Definitions and interpretations
- 1.1.1 : The Employer is
**Lanka IOC PLC
20, West Tower,
World Trade Centre,
Echelon Square,
Colombo 01.**
- 1.1.2 : Sub-clause 1.1.2 is deleted and the following is substituted therefore
The Contractor means the person who has contracted for the works herein specified and its successors and not any assignee of such person.
- 1.1.3 : Sub-clause 1.1.3 is deleted and the following is substituted therefore
Engineer or Architect or Consultant referred in this tender document is
the person appointed by the Employer to act as Engineer for the purpose of this contract.
- 1.1.14 : Sub-clause 1.1.14 is deleted and the following is substituted therefore
“Approved” and “Approval” means approved in writing including subsequent written confirmation of previous oral approval.
- 1.1.17 : The following new Sub-clause 1.1.17 is added
“Day” means calendar day.
- 1.2 : Sub-clause 1.2 is deleted and the following is substituted therefore
Words importing the singular only also include the plural and vice Versa and words importing the masculine gender shall include the feminine and neuter genders.
- CLAUSE 2 : Duties and Power of Engineer’s Representative
- 2(1) : The approval of the “Employer” is required before the “Engineer” can execute his duties in accordance with or as defined by the limits of the following clauses:
- (a) Clause 4 Sub-letting
Consenting to the sub-letting of a part of the works if the value of such part exceeds one percent (1%) of the sum indicated in the letter of Acceptance
 - (b) Clause 51 Variations
Ordering a variation if the value of such variation is likely to exceed one percent (1%) of the sum indicated in the letter of Acceptance or Rupees One Million, whichever is less.

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ENG/GT/01/23-24

SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE

Page
35 of 43

(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).

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

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ENG/GT/01/23-24

SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE

Page
36 of 43

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

CLAUSE 15

Construction Management Services

15(1)

The portion of this clause starting from "The cost of in line 12 until the end of the clause is deleted and the following is substituted thereof:-

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

CLAUSE 19

Watching and Lighting

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

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

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

CLAUSE 20

Care of works

Clause 20(1)

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

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

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

CLAUSE 21

Insurance of works etc.,

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

CLAUSE 22

Damage to persons and property

22(1)

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

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

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ENG/GT/01/23-24

**SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE**

**Page
37 of 43**

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

“PROVIDED such claims proceedings damages costs 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 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).

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ENG/GT/01/23-24

SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE

Page
38 of 43

- CLAUSE 53 Sub Clauses 53(5), 53(6), 53(6(a)) & 53(7) are deleted.
- CLAUSE 60 Sub Clause 60(1) is deleted and mobilization advance shall not be paid: -
- 60(1) - Deleted-
- 60(2)(c) The materials referred to in this Clause (for payment of materials at site) shall be limited to: -
- i. Steel
 - ii. Aluminium components.
- Monthly statements required in this Clause shall be submitted on or before the 10th day of the succeeding month.
- 60(7) Sub Clause 60(7) is amended as follows: -
- In each of lines 5 and 14 the words and figures “ten (10)” be deleted and the following be substituted therefore: - “Fourteen (14)”
- CLAUSE 65
- 65(1) Last paragraph of this Clause “The Employee shall indemnify.connection therewith” is deleted.
- 65(5) This sub-clause be deleted and the following new sub-clause 65(5) be substituted therefore: - 65(5) The special risks are “ the excepted risks” within the meaning of the amended clause 20(2)”.
- 65(8) Items (d), (e) and (f) are deleted.
- CLAUSE 66
- 66(1) The words “ The same as that.....hereof” in lines 8 to 11 be deleted and the word “payable” shall be substituted therefore.
- 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

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ENG/GT/01/23-24

**SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC
PLC, TRINCOMALEE OIL TERMINAL CHINABAY, TRINCOMALE**

**Page
39 of 43**

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.

**SIGNATURE OF TENDERER
SEAL**

 Lanka IOC	TENDER NO: LIOC/ENG/GT/01/23-24	Page 40 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

ANNEXURE-IX

PROFORMA OF PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

WHEREAS.....OF.....(hereinafter referred to as the Contractor has agreed to enter into a contract for the consideration of Rupees.....(Rs.....) with the (hereafter referred to as the OWNER) for the construction of Proposed.....

AND WHEREAS it is one of the conditions of the said Contract that the Contractor should furnish a Bank Guarantee in the sum of Rupees.....(Rs.) being percent (%) of the value of the Contract for the due and punctual performance and fulfillment of the Contract above referred to.

AND WHEREAS the Contractor has requested the.....to furnish the requisite Bank Guarantee and whereas the.....has agreed to do so.

KNOW THAT..... a Bank incorporated under (Cap) and having its registered office in in consideration of such agreement as aforesaid hereby guarantee undertake bind and oblige ourselves to the OWNER that if the CONTRACTOR shall fail in the and punctual performance and fulfillment of the Contract above referred to, then and in that case to make payment to the OWNER in a sum not exceeding Rupees (Rs.....) provided that the rights and remedies of the OWNER hereunder are to be cumulative and in addition to and not in substitution for its rights and remedies under the said contract and this Guarantee shall not be prejudiced avoided or affected by any indulgence or forbearance of the OWNER towards the Contractor in connection with the said Contract.

AND IT IS also hereby agreed that notwithstanding anything to the contrary herein contained this Guarantee shall be valid only up to and including the thirty first day of and shall not thereafter be of any force of avail in law except in respect of claims lodged by the OWNER with under these present on or before the thirty first day of on account of monies that may be and/or become due to the OWNER by the Contractor by reason of his failure to duly and punctually perform and fulfill the Contract above referred to : provided however, that in case shall have before the said thirty first day of extended the period for validity of this Guarantee upto any date subsequent to the said thirty first day of then the preceding provisions of this Clause shall stand amended and read as if the date to which the Guarantee is so extended had been inserted at the time wherever in the proceeding provisions of the Clause the said date, thirty first day of, occurs and this Guarantee shall have force accordingly. Such period of validity may similarly be extended from time to time so as to keep the Guarantee in full force upto such extended date or dates.

Date at this day of 20....

FOR

SIGNATURE OF TENDERER
SEAL

 Lanka IOC	TENDER NO: LIOC/ENG/GT/01/23-24	Page 41 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

Sgd.....

Sgd

(Accountant)

(Manager)

WITNESS

1..... 2.

DATE:.

SIGNATURE OF TENDERER
SEAL

 Lanka IOC	TENDER NO: LIOC/ENG/GT/01/23-24	Page 42 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

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

 Lanka IOC	TENDER NO: LIOC/ENG/GT/01/23-24	Page 43 of 43
	SUPPLY AND INSTALLATION OF FILLING MACHINE FOR LANKA IOC PLC, TRINCOMALEE OIL TERMINAL CHINABAY,TRINCOMALE	

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

ANNEXURE-XI

TO INDICATE THE DETAILS OF CURRENCNY & AGENCY COMMISSION FOR FORIEN BIDDERS:-

SL. NO.	DESCRIPTION	In Words & Notation
1.	Bid Currency	
2.	Agency commission	Yes / No
	Note: Agency commission is to be mentioned in the Price Bid and only for local Sri Lankan agents to whom payment shall be released in local currency (Sri Lankan Rupees) as detailed in the Terms & Conditions.	

SIGNATURE OF TENDERER
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