



NAME OF TENDER:

RATE CONTRACT FOR PAINTING
OF DISPENSING UNITS AT LANKA
IOC PETROL STATIONS ACROSS
THE ISLAND

Tender No:	LIOC/ ENG/ PT/ 03/ 2023-24
Due Date &Time:	28.11.2023 @ 15:00 Hrs

TECHNICAL/ COMMERCIAL BID



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
2 of 20

TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.

Tender No: LIOC / ENG/ PT / 03 / 23-24
Dt: 28.11.2023

M/s.

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

Dear Sir,

SUB: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT LANKA IOC PETROL STATIONS
ACROSS THE ISLAND

Due Date & Time: 28.11.2023 @ 15:00 Hrs

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

S/N	DESCRIPTION
PART A: TECHNICAL/ COMMERCIAL BID	
1	Introduction
2	Tender Finalization
3	Form of tender & Appendix
4	Undertaking towards documents submission
5	Special terms and conditions of contract
6	Terms and conditions - Safety
7	Form of Agreement
8	Conditions of Contract Part I & Part II
PART B: PRICE BID	
1	Price bid

- 2.0 We request you to submit your lowest quotation for the work contained in the tender. Your offer complete in all respects must be submitted so as to reach this office of LIOC on or before **28/ 11/ 2023** at **15:00 hrs**. Offer may please be delivered to our office at address given below.

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

- 3.0 Bid Bond: SLR 100,000/- (By DD / Bank Guarantee as per format enclosed)
- 4.0 Tender Fee: A tender fee of **LKR 5000/-** by cash/ Demand draft (in favour of Lanka IOC PLC payable at Colombo) shall be applicable.

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

- 5.0 Submission of Tender Documents:

Tender Envelope must be 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 & Price bid shall be enclosed in a single cover and sealed and submitted. The outer cover must be super scribed duly indicating the tender number, due date and time of opening, name of work tendered, name and address of tenderer.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
3 of 20

**TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.**

Non-submission of the tender documents in the manner prescribed above will render the offer liable for rejection.

- 5.1 Tenderers to note that LIOC shall not be responsible for the postal delays in dispatch and receipt of tender documents. Tenderers must also note that all pages of tender along with drawings issued must be signed with stamp and submitted as part of submission of tender.

Thanking You,

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

SR. VICE PRESIDENT (ENGG)

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
4 of 20

**TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.**

INTRODUCTION

1	Name of Work	:	RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT LANKA IOC PETROL STATIONS ACROSS THE ISLAND
2	Places of Work	:	ACROSS THE ISLAND
3	Tender Ref	:	LIOC/ ENG/ PT / 03/ 23 - 24
4	Tender Due Date & Time	:	
A	Submission	:	28/ 11/ 2023 @ 15:00 HRS
B	Opening	:	28/ 11/ 2023 @ 15:00 HRS
5	Contract Period	:	12 (TWELVE) MONTHS, with provision of extension by another 12 months on mutual consent
6	Validity of Tender	:	03 (THREE) Months from date of tender opening
7	Tender Submission	:	SENIOR VICE PRESEDENT (ENGG), LANKA IOC PLC, LEVEL 20, WEST TOWER, WORLD TRADE CENTRE, ECHELON SQUARE, COLOMBO - 01, SRI LANKA

IMPORTANT GUIDELINES TO TENDERERS FOR FILLING TENDER DOCUMENTS:

1. The tender should be submitted only in the prescribed tender schedule form supplied by Lanka LIOC, Colombo.
2. The price bid should consist of only item rate schedule and no other documents.
3. Please note that unsuccessful tenderers will be intimated after the finalization of tender. No correspondence shall be entertained in this regard.

SR. VICE PRESIDENT (ENGG)

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
5 of 20

**TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.**

SN	NAME OF THE DIRECTORS & ADDRESS
01	Mr. Sujoy Choudhury , Chairman Lanka IOC PLC, Director (HR) Indian Oil Corporation Limited, Corporate Office, B-835, Asiad Village Ne Delhi 110049, Asiad Village, India (110049)
02	Mr. Ruchir Agrawal , Director Lanka IOC PLC, H-305, IOC Appts, Plot No. C-58/23, Sector-62 Noida, Gautam Budh Nagar, 201301, Uttar Pradesh , India, Gautam Budh Nagar, India - 201301.
03	Mr. Saumitra Priya Srivastava , Director, Lanka IOC PLC, B-1004, Aditya Celebrity Homes, Sector-76 Noida, Gautam Budh Nagar, PIN 201301, Uttar Pradesh, India, Gautam Budh Nagar, India - 201301.
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



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
6 of 20

**TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.**

TENDER FINALISATION

Tenders received after the due date and time shall be rejected outright. LIOC shall not be responsible for any Postal / Courier delays if document is sought by post.

PERIOD OF CONTRACT:

12 months from the date of acceptance of the confirmatory order with provision of extension by another 12 months on mutual consent.

PROCEDURE FOR SELECTION OF CONTRACTOR:

The Order shall be placed on the party who quoted lowest acceptable rate with or without negotiation & accepted by IOC.

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

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.

SR. VICE PRESIDENT (ENGG)

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
7 of 20

TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.

FORM OF TENDER

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

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

1. I/We, Of
the undersigned, having examined the Form of Agreement, the Conditions of Contract, Form of Tender, Drawings, Specifications, Priced Bills of Quantities and the Schedule of Rates and Prices, do hereby offer and undertake to execute, complete and maintain the whole of the said works referred to in the schedule of the Form of Agreement in conformity with the said Drawings, Specifications and all other work in connection therewith and incidental falls pertinent thereto, to your entire satisfaction and strict accordance with the Conditions of Contract, at the rate and prices set forth in the said Priced Bill of Quantities and/or Schedule of Rate and Prices at the amount given at the end of the Priced Bills Of quantities or such other sums as may be ascertained in accordance with the Conditions of Contract.
2. And, I/We do hereby undertake to commence the works within **Seven (07) days** from the last date of acceptance of this Tender, if any, or at the instance of the LIOC's order to commence, and to complete and deliver the whole of the works as aforesaid duration calculated from the last day of the aforesaid period in which works are to be commenced.
3. And further, I/We do hereby undertake to obtain the guarantee of a Bank with your approval, to be jointly and severally bound with us in a sum not exceeding ten percent (10%) of the aforementioned sum for the due performance of the contract under the terms of a Bond to be approved by you.
4. And I/We further agree, in the event of my/our failing to execute the said agreement or the said Bond, if required within **Fourteen (14) days** of my/our being called upon to do so, at the latest then any acceptance of this tender by you, may be revoked by you on behalf of the Employer and that I/We shall be held responsible for all and any damages suffered by the Employer in consequence of such delay or failure.
5. Unless and until the formal agreement is prepared and executed, I/We do hereby agree, that this tender together with your written acceptance thereof, shall constitute a binding contract between the two parties.
6. I/We understand that you are not bound to accept the lowest or any tender you may receive.
7. I/We further undertake to abide by this tender for a period of **90 (NINETY) days** from the last date fixed for "receiving of tenders" and that the same shall remain binding upon me/us and may be accepted at any time before the expiration of such period.

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

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
8 of 20

TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.

on this Day of Two Thousand and Twenty Three

Signature of Tenderer

in the capacity of and/or duly authorised to sign

this tender for and on behalf of

Signature

Seal & Address

APPENDIX TO FORM OF TENDER

Clause

Amount of Bond Guarantee	10	Nil
Period of Completion from Work order	41	As stipulated by LIOC
Amount of Liquidated damages	47 (1)	1% per week or part thereof
Limit of Liquidated damages	47 (1)	10% of the Work Order
Amount of bonus (if any)	47 (3)	None
Period of Maintenances	49	01 year
Percentage of adjustment of		
Provisional sums	59 (4) (c)	Ten (10) percent
Mobilization Advance	60 (1)	NIL
Percentage of Retention	60 (4) (a)	SLR 100,000/- (By DD / Bank Guarantee as per format enclosed)
Time within which payment to be made after certificate	60 (7)	14 days

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

on this Day of Two Thousand and Twenty Three

Signature of Tenderer

in the capacity of and/or duly authorized to sign

this tender for and on behalf of

Signature

Seal & Address

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
9 of 20

TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.

UNDERTAKING TOWARDS DOCUMENTS SUBMISSION

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

1. Technical bid & Price Bid.
2. Special Terms and Conditions of Contract
3. Material & Technical Specifications and Scope Of Services
4. Terms & Condition - Safety
5. Form Of Agreement
6. Conditions of contract (Part I & Part II)
7. All other documents forming part of tender

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

Signature of the Tenderer/ Authorized Representative

Name & Address: _____

Seal: _____

Telephone Nos.: _____

Date:

Place:

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
10 of 20

**TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.**

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 BID BOND:

1.1 SLR 100,000/- (By DD / Bank Guarantee as per format enclosed)

2.0 TENDER FEE:

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

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

3.0 COMPLETION PERIOD:

Entire works shall be completed within the stipulated time period as decided by the Lanka IOC Officer from the date of placement of order, failing which liquidated damages calculated @ 1% of the value of call up order (including VAT) per week or part thereof, subject to a maximum of 10% of the value of the call up order (including VAT) rounded off to nearest LKR 100.00 for delay beyond due date will be recovered from the contractor in accordance with relevant conditions of contract. This will be in addition to and without prejudice to the other rights available to LIOC under said works contract and the General conditions of the Works Contract.

6.0 VALIDITY OF TENDER:

The tender will be valid for a period of **03 (THREE) months (90 days)** from the date of opening the tender which will be taken as the date of opening of techno-commercial bid in case of two bid system of tenders.

7.0 SECURITY DEPOSIT/ RETENTION:

7.1 Security Deposit of SLR 100,000/- shall be submitted by the way of DD of BG as per the attached format and released the same after 06 months of defects liability period.

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

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

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

11.0 SCOPE OF WORK:

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
11 of 20

**TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.**

- Door locks carefully removed and Re-fixing after completion of painting.
- Scrub brushing to properly clean the surface to be painted.
- Repair defect, dents, and any corrosive areas and finish with cataloy paste and NC putty.
- Apply 2 primer coats and 2 finish coats with auto spray paint.

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

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

14.0 WATER SUPPLY :

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

15.0 POWER SUPPLY :

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

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

16.0 FIRM PRICE :

Once the offer is accepted and agreement executed, the rates shall be valid for completion of works in all respects for the entire contract period and no escalation whatsoever will be entertained on any grounds. Similarly no variation or reimbursement shall be entertained due to revisions in statutory tax or levies imposed by the Government of Sri Lanka. **VAT if payable shall be to LIOC account.**

20.0 PAYMENT TERMS:

100% Payment towards completion of entire work.

The bills shall be paid on certification of completeness of the works by LIOC. The same shall be done by LIOC upon receipt of quality Assurance Report including necessary Warrantees & Guarantees etc. as per the specifications.

No advance payment shall be made to any contractor.

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

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

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
12 of 20

TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT LANKA IOC PETROL STATIONS ACROSS THE ISLAND.

23.0 MATERIALS WITHOUT APPROVAL:

- 23.1 Any material brought without prior approval will be entirely at the risk and cost of the contractor.
- 23.2 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.
- 24 LIOC reserves the rights to negotiate with the tenderer. The tenderer shall confirm the negotiation within the stipulated time. If the tenderer fails to comply, LIOC reserves the right to reject the tender at their discretion.
- 25 While carrying out the work, extreme care should be taken to ensure the safety of the personnel engaged by the contractor for the work and the men working with other contractor and LIOC personnel. Contractor shall obtain required License from the Labor officer if required as per law before starting the work.
- 26 LIOC reserves the right to operate or not to operate any items mentioned in the schedule.
- 27 Any additional items of work that become necessary during the course of execution shall be authorized and approved for full details of the work by LIOC before execution of the same.
- 28 LIOC reserves right to have the choice of the best material which are in the contractor's scope of supply.

29 STATUTORY RULES AND REGULATIONS:

The contractor will abide by the rules, regulations, bye laws and statutes etc. imposed by the government/ semi government and other local authorities for execution of the job.

30.0 SITE CLEANING:

- 30.1 The Contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.
- 30.2 Working site should be always kept cleared upto the entire satisfaction of the LIOC. Before handing over any work to owner the contractor in addition to other formalities to be observed as detailed in the document, shall clear the site to the entire satisfaction of LIOC.
- 31.0 Sealed tenders should be deposited to **Sr. Vice President (ENGG), Level 20, West Tower, World Trade Center, Echelon square, Colombo 01** before **14:00 Hrs on due date**. The **top left hand corner** of the envelope, containing the tender should be marked **"PAINTING OF 38 NOS OF DISPENSING UNITS AT 06 RETAIL OUTLETS IN RATNAPURA, KALUTARA AND GALLE DISTRICTS"**, Tender No and Due date.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
13 of 20

TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.

Sr. Vice President (Engg)
Lanka IOC PLC,

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

Signature of Tenderer :

Name :

Title :

Address :

Date & Seal :

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
14 of 20

**TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.**

TERMS & CONDITIONS - SAFETY

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

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

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

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

**SIGNATURE OF TENDERER
SEAL**



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
15 of 20

TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.

FORM OF AGREEMENT

LIOC PLC

FORM OF AGREEMENT

THIS AGREEMENT is made and entered into on this day ofTwo Thousand Twenty Three 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 form, be read with and construed as part and parcel of this agreement
 - (a) The Tender aforesaid
 - (b) Letter of acceptance of the Tender
 - (c) Drawings
 - (d) Conditions of Contract - Parts I & II
 - (e) Tender schedule (Bills of Quantities)
 - (f) Specifications
 - (g) Memorandum of understanding if any
- (3) The Contractor shall execute, complete, commission, test, hand-over and maintain the works and remedy defects, in conformity in all respects with the provisions of the contract, more fully described in the Drawings, Tender schedule (Bills of Quantities), Specifications and Conditions of Contract aforesaid, in consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned.
- (4) The Employer shall pay the Contractor the Contract price at the times and in the manner described by the aforesaid Schedule of payments. In consideration of the execution, completion and maintenance of the works aforesaid.

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
16 of 20

TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.

FORM OF AGREEMENT

LIOC PLC

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

ON BEHALF OF EMPLOYER

ON BEHALF OF CONTRACTOR

.....

.....

.....

.....

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

Witnesses

(1)

(2)

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
17 of 20

TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.

FORMAT FOR FORM OF BANK GUARANTEE FOR BID BOND

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

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Lanka IOC PLC stating that the amount claimed is due by way of forfeiture of bid bond or any loss or damage caused to or suffered or would be caused to or suffered by the Lanka IOC PLC by reason of breach by the said tenderer any of the terms or conditions or stipulations contained in the said tender or by reason of the tenderer's failure to perform the stipulation of the said tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

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

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
18 of 20

TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.

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

6. This guarantee will not be discharged due to the change in the constitution of the bank or the tenderer.

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

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

Date the _____ day of _____ 20__

For _____
(indicate the name of the bank)

Place:

Date:

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
19 of 20

TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.

FORMAT FOR BANK GUARANTEE PROFORMA IN LIEU OF SECURITY DEPOSIT

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

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

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

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

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

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

SIGNATURE OF TENDERER
SEAL



TENDER NO: LIOC/ ENG / PT / 03/ 23-24

Page
20 of 20

TITLE: RATE CONTRACT FOR PAINTING OF DISPENSING UNITS AT
LANKA IOC PETROL STATIONS ACROSS THE ISLAND.

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).

Sgd
(Accountant)

WITNESS

1..... 2.

DATE:.

SIGNATURE OF TENDERER
SEAL