

NAME OF TENDER:

SUPPLY AND DELIVERY OF OIL
SPILL RESPONSE EQUIPMENTS
AND MATERIALS AT CHINABAY
TERMINAL, TRINCOMALEE ON
DDP BASIS

Tender No :	LIOC/ENG/GT/07/2025-26
Due Date &Time :	19.01.2026 @ 15:00 Hrs

**TECHNICAL/ COMMERCIAL &
PRICE BID**

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**Tender No: LIOC/ENG/GT/07/2025-26
Dt: 29.12.2025**

M/s.

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.....
.....

Dear Sir,

**SUB: SUPPLY AND DELIVERY OF OIL SPILL RESPONSE EQUIPMENTS AND MATERIALS AT CHINABAY TERMINAL, TRINCOMALEE ON DDP BASIS
DUE DATE & TIME: 19.01.2026 @ 15:00 HRS**

Lanka IOC Plc is a private limited company in Downstream Petroluem in Sri Lanka and also a subsidiary of Indian Oil Corporation Limited. As part of our assets, we operate an Oil Terminal at Trincomalee which is on the Eastern Coast of Sri Lanka. We plan to provide Oil Spill Response Equipments 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 Authorization of Agents / Dealer
12	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 **19/01/2026 at 15:00 hrs.** Offer may please be dropped in Engineering tender box kept in our office at address given below.

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

3. **Tender Fee:** Tender documents (non transferable) can be obtained from Engineering department, Lanka IOC PLC, 20th floor, West Tower, Echelon Square, Colombo, Sri Lanka by way of a request letter together with tender fee for **LKR 5,000.00** by way of Demand Draft drawn in favour of LANKA IOC PLC payable at COLOMBO or **USD 16** 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 16 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.

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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 VICE PRESIDENT (ENGG)

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NOTICE INVITING TENDER (PRESS NOTICE)



NOTICE INVITING TENDER

Tender no: LIOC/ENG/GT/07/2025-26

Lanka IOC PLC invites global tender in prescribed tender form under two bid system from bonafide contractors/ suppliers for the following works:

NAME OF WORK	SALE / DOWNLOAD PERIOD (BOTH DAYS INCLUSIVE)	CONTACT PERSON
SUPPLY AND DELIVERY OF OIL SPILL RESPONSE EQUIPMENTS AND MATERIALS AT CHINABAY TERMINAL, TRINCOMALEE ON DDP BASIS	29th December'2025 From 0900 Hrs To 19th January'2026 Up to 1500 Hrs	Executive (ENGG) TEL: +94 11 2475720 Email: buwaneka@lankaio.com
Please visit our website www.lankaio.com for further details on this tender.		

Lanka IOC PLC
Level 20, West Tower,
World Trade Center, Echelon Square,
Colombo 01

Tenders under single stage two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced Manufacturers or their authorized agent /authorized importer/authorized distributor/authorized dealer for "Supply and delivery of oil spill response equipment and materials at Lanka IOC PLC, China bay terminal, Trincomalee, Sri Lanka on DDP basis".

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Notice Inviting Tender:

a.	Name of Work	Supply and delivery of oil spill response equipment and materials at Lanka IOC PLC, China bay terminal, Trincomalee, Sri Lanka on DDP basis
b.	Location of Work	Chinabay Terminal, 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/07/2025-26
e.	Commencement of Sale of Tender / Downloading of Tender	29 th December'2025 @ 0900 hrs
f.	Closure of Sale of Tender/ Downloading of Tender	19 th January'2025 @ 1500 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 16/ Euro 14 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	5 th January'2026 @ 1500 hrs at LIOC Head Office
i.	Due Date and Time for Submission of Tender	19 th January'2026 @ 1500 hrs. The intending bidders are required to submit their offer in the Tender Box at the following address before the due date and time: VP (Engineering) Lanka IOC PLC Level 20, West Tower, World Trade Center, Echelon Square, Colombo 01, Sri Lanka
j.	Due Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	19 th January'2025 @ 1500 hrs
k.	Date of opening of Part II i.e. Price bid	Shall be informed separately

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l.	Verification of Bid Documents (with their original copies)	19 th , 20 th and 21 st January'2026 (after Tender Opening and during working hours)
m.	Work Completion Time	16 weeks
n.	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 166,144/- 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 531 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.
	Note:	
l.	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 valid 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".	

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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. Verification of Documents:** The backup documents submitted in support of the credentials and the pre qualification criterion shall be verified with their original copies and which have to be brought to this office by the respective Bidders on the dates mentioned for “Verification of Original Documents”. Refusal to furnish the original documents for verification may render the bid liable for rejection.
- C. Technical Qualification:** Tenderer will be considered as technically qualified based on meeting qualifying parameters and after verification of original documents towards the same as stipulated above. 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 IOC.
- D. Price Bid Opening & Finalization 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. 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.

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

Bidders may note that along with the supply of material as detailed in the tender, the “scope of works” would inter alia necessarily include installation of the permanent boom along with the supply.

E. Number of Parties/ Contractors/ Vendors : Maximum of 1 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.

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

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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
Details of currency and agent Commission for Foreign Bidders	:	Annexure-VII
Proforma of Declarations to be Furnished by the Tenderers including List of Directors of Lanka IOC PLC		Annexure- VIII
Proforma of Performance Guarantee	:	Annexure-IX
Proforma of Authorization of Agents / Dealer	:	Annexure-X
Proforma of declaration of genuineness of documents	:	Annexure-XI
Site Location (Map)		Annexure-XII
Priced Bill of Quantity for Sri Lankan Bidders	:	Table-1 of Annexure-XIII
Priced Bill of Quantity for Foreign Bidders	:	Table-2 of Annexure-XIII

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Annexure –I

Terms & Conditions of Tender:

Sl. No.	Terms	Response
1.	Mere issue of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualifications 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	a. Supply and delivery of oil spill response equipment and materials at Lanka IOC PLC, China bay terminal, Trincomalee, Sri Lanka on DDP basis	AGREE
4.	SCOPE OF WORK	
4.1	The work includes supply and delivery of oil spill response equipment and materials at Lanka IOC PLC, China bay terminal, Trincomalee, Sri Lanka on DDP basis mentioned in Tender BOQ in detail along with all necessary accessories following all statutory/ Marine guidelines and approvals in this regards. All equipment and materials shall be supplied, tested and commissioned to the complete satisfaction of VP (E)/ Lanka IOC or his authorized representative before handing over.	AGREE
4.2	NAME OF EQUIPMENT / ITEMS: i. Rapid Deployment Oil Boom with 10 Tons breaking load. ii. Total 300m Oil Boom. (As per Specifications Mentioned in the tender) iii. Along with G.I. Storage boxes for boom sections iv. Towing Bridle v. Fabric Repair kit (For Oil Booms).	AGREE
4.3	The tenderer should furnish all technical details including weight, size, space and power requirement and any other details for the safe use, storage and stowage of the equipment, its spares, accessories and consumables as detailed in the Technical Specifications. Equipment and materials shall be guaranteed for 1 year from the date of satisfactory	AGREE

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	commissioning against any manufacturing defect / poor performance and in case of such defect/poor performance during guarantee period, the same shall be replaced/ rectified by the supplier free of cost.	
5.	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
6.	NON- RESPONSIVE BIDDER :- The offer/tender shall be treated as non-responsive for following reasons:-	
6.1	If 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.	AGREE
6.2	If offer / tender is submitted with any deviation from the tender terms & conditions.	AGREE
6.3	The bidder has to quote for all the items against the items in price bid for supply, partial items shall be rejected.	
7.	SECURITY DEPOSIT :	
7.1	Earnest Money/Bid Security of the successful Bidder shall be retained till submission of Bank Guarantee as detailed below.	AGREE
7.2	Security Deposit, which shall be equal to 10% of the PO value and bidder to be executed in the form of Bank Guarantee as per Proforma (Annexure-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
7.3	Security Deposit shall have to be deposited by successful bidder within 30 days from the date of placement of Order/Letter of acceptance, failing which the trustees reserve the right to cancel the order/acceptance and forfeit the Earnest Money/Bid Security.	AGREE
7.4	Security Deposit shall be refunded without interest after successful execution of order/contract and satisfactory completion of guarantee period.	AGREE
7.5	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	AGREE

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	and the order/contract may be cancelled at the option of the trustees.	
8.	PRICE BASIS:	
8.1	For Foreign Bidder	
8.1.1	Foreign bidder shall quote firm prices without any variation on the basis of DDP, Delivered Duty Paid upto final destination i.e. Chinabay Terminal, Lanka IOC PLC, Trincomalee, Sri Lanka including installation wherever required. 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.	AGREE
8.1.2	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 Bid.	AGREE
8.1.3	These prices will include agency commission payable to Sri Lankan Agent which shall be mentioned separately in the specific field of the Price Bid. The local Agent's commission shall be shown in the same foreign currency of quote in percentage (%) in the Annexure-VII of Part-A of technical bid. The Agent's commission will be paid in non-convertible Sri Lankan currency (LKR) in the same line with the payment clause 21 of the tender.	AGREE
8.1.4	The prices should be quoted only in one currency in USD	AGREE
8.1.5	Payment of any amount would be subject to withholding tax at the prevailing rate.	
8.2	For Sri Lankan Bidder	AGREE
8.2.1	Local Agents/ Sri Lankan bidders shall quote firm prices in Sri Lankan Rupees (LKR) only and without any variation on Free Door Delivery basis i.e. Free Delivery upto Chinabay Terminal, Lanka IOC PLC, Trincomalee, Sri Lanka at their risk, cost and arrangement including installation wherever required.	AGREE
8.2.2	The prices quoted shall remain firm till completion of work. No price variation will be allowed in any situation.	AGREE
8.2.3	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
8.2.4	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

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8.3	For Both Sri Lankan & Foreign Bidders:	
8.3.1	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	AGREE
8.3.2	Quoted Prices should be made only for units specified in the "Schedule of Tender".	AGREE
8.3.3	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
8.3.4	The local agent/ Sri Lankan bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II)	AGREE
8.3.5	The Foreign bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II)	AGREE
8.3.6	Price(s) to be quoted should remain firm till the goods are delivered and Commissioned successfully. No Price escalation is admissible.	AGREE
8.3.7	Please note that Lanka IOC does not provide any concessional duties etc for any import.	AGREE
8.3.8	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
8.3.9	Price Bids, containing any sort of qualifying expressions will be rejected.	AGREE
8.4	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
9.	EVALUATION CRITERIA	AGREE
9.1	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, (Delivered Duty Paid upto destination, Chinabay Terminal, Lanka IOC PLC, Trincomalee, Sri Lanka) including agency commission would be the basis	AGREE

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	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 Technical Bid as published by Central Bank of Sri Lanka shall be considered for the purpose of bid comparison.	
9.2	The bidders must quote their charges / rates in the manner including break-up details in Price BOQ given format for local Agents/ Sri Lankan Bidders under Table-1 and for Foreign Bidders under Table -2.	AGREE
9.3	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
10.	PAYMENT:	AGREE
10.1	70% payment will be made within 30 days after full supply & delivery in good condition (to LANKA IOC PLC, Chinabay Terminal, Trincomalee) and installation, testing and satisfactory commissioning of Oil Spill Response Equipments.	AGREE
10.2	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
10.2.1	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
10.2.2	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 Packing List in quadruplicate Inspection Report of Third Party in duplicate Manufacturer's Test Report in duplicate	

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	Country of Origin Certificate Clean Bill of Lading/Airway Bill Guarantee Certificate of Manufacturer's/ Principal's in duplicate Quality certificate from Manufacturer's/ Principal's in duplicate Sri Lankan Customs Bill of Entry All the above documents will be drawn in favour of, Lanka IOC PLC, Chinabay Terminal, Trincomalee .	
10.3	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
10.3.1	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
10.4	Balance 30% after commissioning	AGREE
11.	TIME OF COMPLETION : The time of completion of work as stated in the NIT under clause-m of the tender will be within 16 (sixteen) weeks from the date of receipt of order for Part A of the Scope of Works.	AGREE
11.1	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
11.2	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

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11.2.1	The successful bidder has to submit design & detailed engineering drawings to VP (E), LANKA IOC PLC for general clearance within 15 days of receipt of order and before commencement of manufacturing. Normally 15 days time will be required by VP (E), LANKA IOC PLC for clearance. Once the clearance is issued, design & detailed engineering drawings of shall be submitted to any of the following classification society for approval and at the cost of successful bidder, certification shall be obtained by any one of the classified societies among IRS / LRS / DNV / BVQ / ABS.	AGREE
12.	DESPATCH ARRANGEMENTS:	AGREE
12.1	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
12.1.1	The supplier shall be fully responsible for any transit loss or damage to the materials.	AGREE
12.1.2	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
12.2	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
12.2.1	Port of Import/Discharge: Trincomalee or Colombo as on discretion of the Supplier. Lanka IOC shall take no responsibility for clearance of goods on any account whatsoever.	AGREE
12.2.2	Airport of Import/Discharge: Bandaranayake International Airport, Katunayake.	AGREE
12.2.3	The foreign supplier shall arrange clearance of consignment from customs and Port/Airport of import/discharge at their risk, cost and arrangement.	AGREE

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13.	INSPECTION AT DESTINATION:	
13.1	All supplies are subject to inspection before acceptance by VP (E), LANKA IOC PLC or his authorized officer. In case the equipment supplied is not in good condition/suitable, supplier shall have to replace it at his own cost immediately.	AGREE
13.2	Final acceptance and certification of work will be done by SVP (E), LANKA IOC PLC or his authorized officer.	AGREE
13.3	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
14.	GUARANTEE : All the items stated in the tender BOQ will be guaranteed by the supplier for a period of 01 (one) year from the date of satisfactory testing, commissioning and handing over of equipment and materials against any manufacturing defect and poor performance. If such defect is noticed during guarantee period, the supplier will have to rectify/ replace the defective items and put the system into operation free of cost. A guarantee certificate must be submitted by the supplier. During the guarantee 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
15.	TEST CERTIFICATE : The successful bidder should provide original manufacturer's (OEM) test certificate(s) of the product(s) mentioning Make, Brand name and Country of Origin.	AGREE
16.	TRANSIT RISK : For Sri Lankan Bidder Transit risk will be on supplier's account since the delivery is to be made on F.O.R. destination basis. For Foreign Bidder Transit risk will be on supplier's account since the delivery is to be made on D.D.P destination basis.	AGREE

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17.	DOCK PERMITS : The successful Bidder shall have to obtain permits from the office of the VP (E), LANKA IOC PLC or SVP (LM&P), 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
18.	REJECTION OF MATERIALS : Notwithstanding the Inspection, Testing and Trial of equipment and materials by VP (E), 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 1 (one) month 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
19.	LIQUIDATED DAMAGES :	
19.1	If the supplier fails to complete the supply within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ ½% of the entire work order value ie the summation of the work order amounts for Part A & Part B, 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
19.2	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
19.3	Any delay on the following two accounts beyond the time period on account of LANKA IOC PLC will be considered for non-imposition of L.D. provided the bidder submits documentary evidence to substantiate the same.	

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	a) Any delay beyond 12 days time to issue Way Bill by LANKA IOC PLC to supplier from the date of receipt of supplier's request letter. b) Delay in issuance of clearance of drawing beyond the stipulated time in the tender condition.	
19.4	Delay in completion of the Scope of Works for Part C would be result in levying of LD 1/2 % for every week of delay or part thereof on the amount to be paid for the particular 6 monthly cycles. Delay by more that 10 weeks may result in forfeiture of the security Deposit and cancellation of contract including penal measures.	
20.	RISK PURCHASE : In case of supplier's failure and at the absolute discretion of the VP (E), Lanka IOC the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the VP (E), Lanka IOC or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).	AGREE
21.	BANNED OR DE - LISTED CONTRACTORS: Bidders must give a declaration to the effect that they have not been banned or, delisted by any Government or, quasi - Government agency or, PSU. If a bidder has been banned / de-listed by any Government or, quasi -Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno-Commercial Bid. Incorrect declaration or, suppression of facts will lead to rejection of the Offer.	AGREE
22.	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

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23.	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 India 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
24.	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
25.	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
26.	PERSONAL PROTECTIVE EQUIPMENT(PPE): Suppliers and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of supply of materials inside the dock premises.	AGREE
27.	AUTHORISED SALES/ SERVICE REPRESENTATIVE CERTIFICATE: The tenderer, if he is not the manufacturer of the equipment, shall submit certificate from the manufacturer (in original) that he is the sole manufacturer's authorized sales and service representative in India.	AGREE
28.	DRAWINGS AND MANUALS: The Contractor must supply the following records in English language only along with the equipment. i) Three sets of maintenance manuals ii) Three sets of Spare parts Catalogues. iii) Three sets of working drawings of the equipments, showing all the parts of the equipment being supplied.	AGREE

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	iv) Three sets of approved design & detailed engineering drawings of work boat.	
29.	DEALERSHIP CERTIFICATE: If the tenderer is an authorized dealer/ importer / distributor in India, a valid certificate issued by OEM/Principle for the same has to be submitted with tender.	AGREE
30.	Foreign OEM / Manufacturer quoting directly involving Sri Lankan Agent: Where an Foreign OEM/Manufacturer quotes directly involving an Sri Lankan Agent, following provisions must be adhered to: -	AGREE
30.1	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
30.1.1	The precise relationship between the foreign manufacturer or the principals and their Sri Lankan Agents;	AGREE
30.1.2	The mutual interest which the manufacturer/principal and the Sri Lankan Agents have in the business of each other,	AGREE
30.1.3	Any payment which the Agent receives in India or abroad from the manufacturer/Principal whether as a commission for the contract or as a general retainer fee;	AGREE
30.1.4	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
30.1.5	A copy of Sri Lankan Agent's Income-Tax Permanent Account number to be submitted with tender.	AGREE
30.2	A letter of Authorization as per Annexure-IX duly sealed and signed by Foreign OEMs or principals in their letter head should be submitted with tender.	AGREE
30.3	The foreign bidder shall disclose Amount of commission and/or remuneration included in the quoted price(s) in percentage as per Annexure-VII for such agent/representative in Sri Lanka.	AGREE
30.4	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.	AGREE

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	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.	
30.5	The agent is official representative of Manufacturer/Principal. Accordingly Manufacturer/Principal shall be fully responsible for the conduct of their appointed agent.	AGREE
31.	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
32.	PRE-DESPATCH INSPECTION : Pre-dispatch inspection of equipment and materials will be done by any one of the following classification societies – IRS/LRS/BVQ/DNV/ABS. Pre dispatch inspection will be arranged by the supplier at his cost and arrangement. The cost of inspection shall be borne by the supplier.	AGREE
33.	OEM'S COUNTER GAURENTEE: A counter guarantee certificate shall be submitted by OEM/principal for providing service during guarantee period as per condition of contract if their authorized dealer/importer/distributor, who will execute the contract, is replaced / terminated by them or found to be incapable by trustees.	AGREE
34.	PRODUCT SUPPORT The supplier/ OEM will have to ensure and provide after sale product support service in Trincomalee, Sri Lanka for the spares / stores, assemblies/ subassemblies, fitment items and consumables, Special Maintenance Tools (SMT)/ Special Test Equipment (STE).	AGREE
35.	TRAINING : Apart from the literature provided, field training on operation and maintenance of the Equipment shall be imparted by the supplier free of cost to the officials nominated by SVP (Ops. & LBP), LANKA IOC PLC.	AGREE
36.	TRIAL: After installation and commissioning, Oil Spill Response Equipment and Materials shall undergo field trail in presence of SVP (Ops. & LBP), Lanka IOC or his authorized officer at site. The said trial shall be at the sole expense and risk of the supplier who shall bear all costs and liabilities of whatever kind arising out of the same.	AGREE
37.	Interpretation of Terms :	
37.1	"Engineer" means the VP (E), LANKA IOC PLC (or his authorized	AGREE

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	representative) who has invited the tender for the purpose of this contract only.	
37.2	SVP (Ops. & LBP) shall mean the in charge of the Chinabay Terminal, Lanka IOC or his authorized representatives.	AGREE
37.3	"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
37.4	"LANKA IOC PLC " means Chinabay Terminal, Trincomalee	AGREE
37.5	"Successful Bidder" means Contractor defined under 49.3	AGREE
37.6	"Supplier" means Contractor defined under 49.3	AGREE
38.	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
39.	Genuineness of Documents : The bidder shall submit a certificate in the prescribed Pro forma (Annexure-XII) 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

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Annexure-II

**(Documents to be filled up, signed and enclosed)
TECHNICAL SPECIFICATION AND DRAWING (IF ANY)**

TECHNICAL SPECIFICATIONS	
Parameters	Details
Design Principle	Shall be manufactured using highest quality components Shall be abrasion, puncture and hydrostatic resistant as per latest appropriate ASTM standards. Shall provide a safe, quick and efficient means of oil Containment and The boom to be so designed that it floats vertically without twisting.
Overall Height	750 mm to 800 mm
Freeboard	250 mm
Draft	500 mm to 550 mm
Boom Weight	3.9 to 5.5kg/meter
Fabric	Strong and durable; withstand wear and tear Base – Nylone/polyester Coating – Nitrile / Neoprene/PU/PVC Tensile strength – Not less than 200 N/mm
Top Tension Member	6 to 8 mm Dia Stainless steel/wire cable/rope to be provided to support the boom
Fabric Tensile Strength	150N/mm as per ASTM d 751
Fabric Breaking Load	10 Tons as per ASTM D 751 with Lab T.C witnessed by DNV
Fabric Tear Strength	900N as per ASTM D 751
Minimum Fabric Weight	1400 g.s.m
Floatation	Encapsulated rectangular panel closed cell foam floatation
Construction	Thermoelectric Welding
Ballast	Galvanized steel chain minimum 10mm
Section Length	10-30 meters
Section Interconnection	Marine Grade Aluminum ASTM F-962 QUICK
Maximum Towing Speed (Straight Line Mode)	5 Knots
Maximum Towing Speed (Sweep Mode)	3 Knots
Maximum Twing Speed to avoid entrainment failure	0.5 Knots

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Other Features:

- Fabric repair Kit for oil booms
- Towing bridle consisting of Nylon webbings slings and indicating floats/buoys
- Quick deployment boom minimum response time
- High tensile fabric boom, imparting high load bearing ability and Increased factor of safety leading to long service life and Reliability
- Heavy duty technical pu-pvc fabric posessing hydrocarbon Resistance, u-v resistance, tear resistance and tensile resistance
- Unsinkable due to internal closed cell rigid foam material
- Upright fence formation for preventing spread and splashover of Oil slick

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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 : -

1. Bidder shall be a manufacturer of Oil Spill Response Equipments or their authorized agent / authorized importer/ authorized distributor/ authorized dealer, else the bid may be summarily rejected.
2. Bidder should have supplied and installed all the tendered items to any port authority/coast guard/refinery/petrochemical industries/any other user during the past five years ending March'2018. Values shall be as per following.
 - a. 3 similar work orders each of value not less than LKR 4.98 Mil /15,929 USD (30% of estimation)
 - b. 2 similar work orders each of value not less than LKR 6.65 Mil / 21,238 USD (40% of estimation)
 - c. Single similar work order of value not less than LKR 8.31 Million / 26,548 USD (50% of estimation)

3. 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 port authority/coast guard/refinery/petrochemical industries/any other

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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.

Definition of similar works:

- Bidder shall be a manufacturer of Oil Spill Response Equipment's or their authorized agent / authorized importer/ authorized distributor/ authorized dealer.
- Bidder should have supplied and installed all the tendered items to any port authority/coast guard/refinery/petrochemical industries/any other user.

4. 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 9.97 Mil
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If due date (scheduled opening date of tender) falling within three months (April to June) 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.

5. Copy of VAT Registration Certificate / Central Sales Tax Registration Certificate (TIN). (For Sri Lankan Bidder).
6. Copy of Valid Professional Tax Payment (For Sri Lankan Bidder)
7. Copy of Excise Registration Certificate, if applicable (For Sri Lankan Bidder)
8. 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.

The bidder should also upload the following statement with documents in support of their Credential.

S. No.	Order nos. & date(with copies of purchase orders) Nos.	of Receipted challan / certificate of execution / GRN / Excise Invoice / Tax Invoice / Consignment Note etc. as a proof of supply (with copies of the same).	Item description with specification	Quantity/ value of materials supplied
1				
2				
3				

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(Documents to be signed and enclosed)

ANNEXURE-IV

DECLARATION OF THE BIDDER

SVP (E), Lanka IOC PLC

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

I / We have deposited Requisite Earnest Money.

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

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(Documents to be filled up, signed and enclosed)

ANNEXURE-V

BIDDER'S INFORMATION

VP (E), Lanka IOC PLC

Tender No.	LIOC/ENG/GT/07/2025-26
Name of work/Item Description:	SUPPLY AND DELIVERY OF OIL SPILL RESPONSE EQUIPMENTS AND MATERIALS AT CHINABAY TERMINAL, TRINCOMALEE ON DDP BASIS
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 Registration Certificate / CST Registration Certificate (TIN)?	Yes / No
Is the company having Current valid Professional Tax Payment Certificate (PTPC)?	Yes / No
Is the Company meeting the pre-qualifying criteria mentioned in the NIT?	Yes / No
Confirm that you will furnish the documentary evidence against pre-qualification criteria along with your offer.	Yes / No
Are you MANUFACTURERS / authorised dealers/ authorized stockiest/ suppliers for the tendered materials? Please indicate your status.	-----

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

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

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

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

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

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

ANNEXURE-VII

TO INDICATE THE DETAILS OF CURRECNCY & 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.	

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ANNEXURE-VIII

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.

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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 :

Tenderer's

Place :

Signature & Seal

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 :

Tenderer's

Place :

Signature & Seal

N.B.

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

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LIST OF DIRECTORS OF LANKA IOC PLC

SN	NAME OF THE DIRECTORS & ADDRESS
01	Mr. Anuj Jain, Chairman, Lanka IOC PLC 837, Asian Games Village ,Delhi (India) -110049
02	Mr. Sumitra Priya Srivastava , Director, Lanka IOC PLC B-1004,Aditya Celebrity Homes, Sector 76, Noida, Gowtham Budha Nagar,Uttar Pradesh (India) 201301
03	Mr. Rajesh Singh, Director, Lanka IOC PLC Flat No E401, Rohtas Presidential Vibhukti Khand, Gomti Nagar, Lucknow, Uttar Pradesh, (India) 226010
04	Mr. Dipak Das, Managing Director, LIOC, 20th Floor, West Tower, World Trade centre, Colombo - 01, Sri Lanka.
05	Mr. Hector Manil Anthony Jayasinghe, Director, Lanka IOC PLC, No: 27, Elibank Road, Colombo 05, Sri Lanka
06	Mr. Sivakrishnarajah Renganathan, Director, Lanka IOC PLC, No: 27, Queens Road, Colombo 03, Sri Lanka

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ANNEXURE-IX

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

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SEAL

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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.

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

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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

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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.

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).

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

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

9. This Bank Guarantee is governed by Sri Lankan Law.

Dated the _____ day of _____ 20__

For _____

(Indicate the name and address of the Bank)

Place:

Date:

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Annexure—X

PROFORMA LETTER FOR AUTHORITY FROM MANUFACTURER

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

Sub: Tender No. _____

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Authorized e-Mail id :

Authorized Fax No :

Seal of the Bidder:

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

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Annexure—XI

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.

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FORM OF AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSED as follows: -

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

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

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ON BEHALF OF EMPLOYER

ON BEHALF OF CONTRACTOR

.....

.....

.....

.....

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

Witnesses

(1)

(2)

SIGNATURE OF TENDERER
SEAL



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Annexure—XII

SITE LOCATION (MAP)

SRI LANKA
8.555719, 81.200875

Google Maps Lanka IOC PLC Oil Storage terminal, Trincomalee



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