
	TENDER NO: LIOC/CB/OT/19-20/01/Housekeeping & Material Handling Contract TITLE: House Keeping & Material Handling Contract for Trincomalee Oil Terminal and Lube Blending Plant, LANKA IOC PLC, Trincomalee.	Page 1 of 21
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**Tender for Housekeeping & Material Handling Contract
for Trincomalee Oil Terminal and Lube Blending Plant,
LANKA IOC PLC, Trincomalee.**

**TENDER NO: LIOC/CB/OT/19-20/01/HOUSEKEEPING
& MATERIAL HANDLING CONTRACT**

DUE DATE AND TIME: 20.06.2019 @ 15.00 HOURS

SIGNATURE OF TENDERER
SEAL

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**Tender No: LIOC/CB/OT/19-20/01/Housekeeping & Material Handling Contract
Dt:22.05.2019**

M/s.

.....
.....

Dear Sir,

SUB: CONTRACT FOR HOUSE KEEPING AND MATERIAL HANDLING SERVICES AT CHINA BAY TERMINAL (Due Date & Time: 20.06.2019 @ 15.00 Hrs)

We are pleased to issue you our Tender enquiry forms for the subject work along with the following documents:

01. Notice Inviting Tender
02. Schedule for Housekeeping / Material Handling works.
03. General Terms and Conditions of Public Tender
04. Special Terms and Conditions along with (i) specimen Bid Bond and (ii) specimen Performance Bond.
05. Price Bid format

You are requested to submit your lowest and most competitive offer in the Price Bid format along with all the above Tender forms duly signed on all the pages of the documents and duly affixing your Official Seal. Tender has to be submitted in two bid system i.e Technical bid and all documents relevant to pre-qualification & conditions to be submitted in sealed Cover A, Price bid alone shall be in the sealed Cover B, and both Cover A & Cover B shall be placed in to sealed Cover C and submitted to Tender Box at Lanka IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee.

The Subject Contract is for a period of 01 year with effect from 01.08.2019 with an option for extendable for 02 more years. Each extension will be for a period of one year upon mutual consent at the same terms & conditions.


The tender duly filled, signed and sealed on all pages should reach us in the sealed envelope, before the due date and time i.e 15.00 hrs. on or before 20.06.2019 (as per prescribed form) enclosing the requisite Bid Bond for Rs. 192,000 (Rupees One hundred ninety two thousand only).

Tenders received late shall be rejected. LIOC shall not be responsible for tenders received late and it is the responsibility of the tenderer to ensure submission before the closing date and time.

Thanking You
Yours Faithfully,
For Lanka IOC PLC

Sr. Vice President (Ops. & LBP)

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LANKA IOC PLC, invites tenders for Contract for Supply of Manpower for House Keeping and Material Handling Works at China Bay Terminal/LBP. Sealed Tenders are invited from reputed, established and financially sound parties.


1	Tender No.	LIOC/CB/OT/19-20/01/Housekeeping & Material Handling Contract
2	Name of Work	Contract for Supply of Manpower for House Keeping and Material Handling Works at China Bay Terminal/LBP
3	Type of tender	Public Tender – Two BID
4	Validity of tender offer	120 days from the date of opening of the Tender
5	Tender Fee	KR 5,000/- (tender fee not applicable for parties who download the document directly from web portal)
6	Downloading of Tender documents from tender portal	
a	Tender Portal	www.lankaioc.com/tenders
b	Downloading starts on	22.05.2019 @ 09.00 hrs
c	Downloading closes on	20.06.2019 @ 15.00 hrs
7	Submission of Tender at Lanka IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee	
a	Starts on	22.05.2019 @ 09.00 hrs
b	Closes on	20.06.2019 @ 15.00 hrs
c	Opening of Tenders	20.06.2019 @ 15.30 hrs
8	Pre Bid Meeting	04.06.2019 @ 11.00 hrs, in Trincomalee Oil Terminal
9	Earnest Money Deposit	BID BOND for Rs. 192, 000/- To be submitted By Demand draft in favour of Lanka IOC PLC payable at Trincomalee
10	Contact Person	Executive Operations (LBP) Lanka IOC PLC, Trincomalee Oil Terminal, Chinabay, Trincomalee. Tel.No. : 026-2233286 Mobile : 075-9278061 Fax : 026-2233281 E-mail : vsutharsan@lankaioc.com
11	Qualifying Parameters	
a	Similar Works	Definition of similar work: Party to have successfully completed supplying manpower services on contract basis for the oil industry or tanker & bunker handling operations or housekeeping & material handling contracts for reputed private / government factories in Sri Lanka. Experience of having successfully completed similar works during last five years up to the last day of months

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		<p>previous to the one in which tenders are being invited, should be either of the following:</p> <ol style="list-style-type: none"> 1. Three similar completed works each costing not less than the amount Rs. 7.68 Millions. (or) 2. Two similar completed works each costing not less than the amount Rs. 9.6 Millions. (or) 3. One similar works costing not less than the amount Rs. 15.36 Millions <p>Successful completion to be established by certification from the particular client/ clients or by payments – invoice raised by tenderer, client payment by cheques/ fund transfer and remittance of the said payment to tenderer's account; all relevant documents to be submitted.</p>
b	Experience in the industry	<p>Experience of having successfully completed similar works during last five years up to the last day of months previous to the one in which tenders are being invited.</p> <p>Different contracts executed between different clients can be produced to prove the existence of the firm in specified contracts service industry sector for a 05 years period minimum.</p>
c	Average Financial Turnover	<p>Tenderer to submit copies of financial statements for past 3 years including income statements and profit & loss accounts.</p> <p>The annual turnover of the tenders during any of the preceding financial year should be at least Rs. 5.76 Millions.</p>
d	Company Registration	<p>The tenderer to submit copy of company registration certificate indicating the type of company.</p>
e	Verification of Original Documents	<p>Tenderers to bring all the original documents (Company Reg. certificate, financial statements, work orders etc) on 20.06.2019 @ 15.30 hrs or as per intimation of the LIOC.</p>
f	Number of parties to be finalized	1 Party (L1)
g	Contractual Period	<p>03 years from the date of acceptance of tender by LIOC. Initially the contract will be for 01 (One) year and extendable for 02 (Two) more years (each extension will be for a period of one year at the mutual consent)</p>
h	Scope of supply	<p>Services of 33 Nos. of un-skilled contract workers for housekeeping & material handling at Terminal</p>

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PROCEDURE FOR SELECTION OF CONTRACTOR:

A. Submission of Documents towards qualifying parameters: - Tenderer will be required to fill in and enclose documents in support of qualifying parameters. **OFFER OF THOSE TENDERERS NOT ENCLOSING ALL RELEVANT DOCUMENTS TOWARDS QUALIFYING PARAMETERS IN THE TECHNICAL BID COVER ARE LIABLE FOR REJECTION.**

B. Verification of Original Documents:- Tenderers are required to report on the specified date mentioned in the tender along with all original documents, copies of which have been submitted with the Technical Bid towards qualification. No separate communication will be issued to tenderers in this regard. The Bids of the **Tenderers who do not report for verification of original documents on date mentioned may be summarily rejected.**

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. In the event, document submitted by the tenderer is found to be forged or incorrect, such tenderer shall be rejected and bid bond submitted shall be forfeited immediately. Such tenderer is also liable to be put on Holiday List by LIOC. Parties who have carried out the work on sub contract basis shall not be eligible to participating in the tender.

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

The lowest acceptable rate with or without negotiation & accepted by Lanka IOC.

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

Tenders should reach **Sr. Vice President (Ops. & LBP), LANKA LIOC PLC, TRINCOMALEE OIL TERMINAL, CHINABAY, TRINCOMALEE** before due date and time mentioned above.

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**TITLE: House Keeping & Material Handling Contract for
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SCHEDULE FOR HOUSEKEEPING / MATERIAL HANDLING SERVICES

S.No.	Description
1	Feeding empty barrels, empty small containers, cartons, filled small containers, Palletizing filled barrels and filled cartons, stacking on pallets, de-stacking, moving to loading area, loading into trucks, loading directly into trucks from the filling area, restacking as and when required, transferring of product from leaky barrels to sound barrels, as and when required, bulking of damaged/leaking HDPE containers to barrels as and when required. Cleaning of filling machines.
2	Stenciling of barrels and cartons
3	Unloading and stacking of empty barrels, empty small containers, cartons, labels, etc
4	Positioning of empty barrels and small containers and cartons in the filling area
5	Affixing self-adhesive labels on sides of empty containers - 5, 1, 1/2 litres, etc.
6	Upkeep of filling, stacking area, blending kettle area and other LBP areas.
7	Receiving and stacking of additive barrels, moving and positioning of additive barrels to the additive charging/nominated area. Removal and stacking of empty additive barrels to nominated location/ware house
8	Stenciling of cartons
9	Unloading of labels, BOPP tape and other consignments received by the LBP/Trincomalee
10	Loading and Unloading of all goods at LBP, Trincomalee
11	Any other work assigned from time to time with respect to Lube Blending Plant
12	Providing man power for laboratory for washing glassware's & housekeeping and other miscellaneous works
13	Cleaning of drains around Lube Plant anchor (In all buildings), base oil Tank Farm and any other works given by our LIOC Official time to time and not covered by the above classifications.
14	Assisting repairing of damaged pallets
15	Assisting filling of Bulk lubricant into bowser
16	Assisting hose connection for unloading of PIB, Additives and Furnace oil, POM and any other parcels receiving time to time..
17	cleaning of all fixtures (tables, chairs, cupboards, side racks, doors windows, etc.),sweeping/mopping the floor removing accumulated dust, cobwebs etc. for maintaining all the office buildings in the Terminal namely administration office building /laboratory /LBP/Electrical room/Maintenance office/fire pump house/ Other areas.
18	Cleaning toilets, urinal points, bathrooms and washbasins in the following areas keeping them in Proper condition by using detergents, placing the deodrant tablets, cakes, providing liquid soap for hand wash at wash basins etc. a) Toilets in Administrative Block b) Lube Plant Area Toilets. c) Main Gate, CV gate, and FC gate toilets d) Mahaweli Transit House/Old Guest House e). Bowser Parking and Other areas as advised by officer concerned.

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19	TLF: Sweeping and cleaning the concrete apron & driveways in and around TLF Gantries (Loading and Sealing) , clearing all waste material, cleaning and removing oil spillage with sand/ cotton waste(supplied by LIOC) TLF Floors free from dust/muck, oil , removing waste material, cleaning oil soaked buckets, trays etc.
20	PUMPHOUSE/EXCHANGE PIT: Cleaning, sweeping and removing of debris from concrete flooring of all pump houses (including Fire Water Pump House) and its pipe line manifolds and Exchange pit manifold/sumps.
21	TANK FARM: Upkeep of product tank farm , Base oil tank farm, tanks/tank farm area dyke walls/bund walls/ including keeping the circular drains of all tanks and connected drains dry and free from dust , algae , vegetation, any oil a) Waste material to be dumped outside terminal as directed by officer incharge. b) All scrap material to be removed and dumped in the scrap yard. Areas Covered: Entire tank farm area, Fire water tankage area. Job includes cleaning of the storm water drains in the entire terminal (TLF, tank farm, boundary wall storm water drains)
22	Cleaning around the dip hatch of all Storage tanks (CRVT ,FRVT and IFRVT) and removing the oil spillage and waste incl. Trays/tins kept over the tanks, including cleaning of mesh provided in the roof vents as per instructions.
23	Jetty Upkeep includes Pig launching stations at jetty and Pig Receiving at Base Oil Pump House. Job includes cleaning, removal of water stagnation and oil spillages in around the surrounding areas and collected into barrels and shift to designated place as advised by officer concerned.
24	Upkeep of the roads inside the Terminal premises including sweeping , removing dry leaves, vegetation and other rubbish viz waste paper, used carbon papers, etc. from the Terminal premises and emptying the trash bins and disposing same outside the Terminal as per direction. (Job includes upkeep the some Roads in Upper Tank farm including cutting of bushes as directed by officer concerned).
25	Upkeep of Terminal including removing of all the Vegetation/ grass/bushes etc including garbage, collecting them and disposing outside the Terminal Premises at specified place. Gross cutting by manual and as well as cutting machines in entire terminal and some of the areas in upper tank farm as directed by officer concern.
26	Removing oil from the sumps from pump houses/ Conventional OWS including and collecting the oil into drums supplied by Company
27	Miscellaneous works inside the Terminal whenever required like record sorting, and giving to different sections, stacking them in record room.
28	GARDENRING: Maintaining and developing green belt and gardening as Terminal, Job includes:- a) Watering the plants, lawns on a daily basis. b) Manuring, applying fertilizers & insecticides regularly (fertilizers, red soil, manure, insecticides to be supplied by Company. c) Pruning, cutting, grafting lawn moving, breeding, nursery plantation. d) Removing the dry leaves, unwanted vegetation and garbage. e) Planting of sapling in pits, pots including preparation of site, manuring etc.

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29	Emptying and cleaning of various water tanks to make them fit for storing drinking water by using required cleaning materials (supplied By LIOC). Before receiving water, the tanks to be inspected by LIOC officials
30	Transporting / rolling and shifting and collecting of filled drums from various points (ex. Pump house, Strainer draining out points and other places as directed/instructed) into designated areas in the Terminal and emptying the contents of the drums as directed
31	Providing the Manpower for pipe line patrolling inside the Terminal. Pipe line patrolling has to be carried out as directed officer in-charge instruction
32	Providing Manpower for assisting during tanker operation. Work includes lining up of tanks for Tanker receipts/ bunkers/ operation of valves and opening other fittings as directed by officer concerned.
33	Providing manpower for inter tank transfer and Bowser unloading operations as and when required. Job includes opening and closing of the necessary valves/ as per instructions for each operation.
34	Replacement of leaky loading arms /seal kits in TLF gantries/ Replacement of Hoses at jetty with new hoses supplied by LIOC including shifting the damaged hoses to junk/scrap yard and shifting of new hoses from designation point to jetty as and when required, as per directions site.
35	Assisting in Bowser Calibration on daily basis/ as on when required
36	Assisting as Vehicle Porter on daily basis / as on when required
37	Tanker Operations: Providing House Keeping manpower for tanker operations . Job includes connection of Hoses, Line patrolling, assisting with samplers / gaugers , disconnection of hoses and other works as directed by officer concerned.
38	Bunkering Operations: Providing House Keeping manpower for Barge Loading operations. Job includes connection of Hoses, Line patrolling, assisting with samplers / gaugers , disconnection of hoses and other works as directed by officer concerned.
40	Assisting in Various Maintenance works like Pumps Maintenance, DG Set Maintenance, Pipe line and Valves Maintenance, Hose Testing , Strainer Cleaning and other equipments /infrastructure maintenance as directed by Officer Concerned.
41	Cleaning and Painting of Fence , Fence Poles , Pumps and Motors and other areas as directed by Officer Concerned.
42	<p>Mahaweli Tranist House –</p> <p>Cooking and maintaining the all the three floors including living areas, bed rooms, common area, roof, ground floor etc.</p> <p>Arranging and providing lunch, dinner, tea, coffee etc.</p> <p>Washing and laundrying all house linen (including bed sheets, pillow covers, curtains, towels, bed covers etc,)</p> <p>Washing and ironing guest laundry</p> <p>Making of beds including laying bed covers and keeping room esthetically decorated in spic and span condition</p> <p>Match box / candle in the rooms and toilet papers, air fresheners, tooth paste, tooth brush, bathing soap and hand wash liquid soap in each wash room to be replenished as required.</p>

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	First aid box, liquid mosquito/insect repellent in each room and TV lounge, hall etc. Co-ordination with disc TV, telephone , internet, Wi-Fi services Coordinating for Cooking gas, electricity providers Clean and maintaining the garden
43	Any other job allocations apart from the above listed jobs

Any other jobs not listed above can also be given by the executives from time to time.


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General Terms and conditions

1. Acceptable Rate & Award of the Contract: The lowest shall mean the lowest acceptable rate quoted by the party.
2. All entries in the tender documents should be in ink and corrections if any, should be attested under the full signature of the contractor. Corrections, if necessary to be carried out, should be made by scoring out the wrong words / figures. **They should not be erased or over written. Use of correcting fluid is not permitted and such offers shall be summarily rejected.**
3. **The contractor is required to quote only the % of profit based on actual total base wages of contracted manpower during the period. The successful contractor should submit VAT invoice for payment on monthly basis.**
4. The tenderer should fill in the price bid carefully duly taking into consideration all the indirect cost / admin cost etc. **Incomplete tenders, conditional tenders, etc., shall be rejected.**
5. Tenderer will carry out the house keeping works as per the item description given in the tender schedule and as directed by the Executives.
6. **Tendered Rate shall be for acceptance for a minimum period of THREE YEARS from the date of work order. Initially the contract will be for 01 (One) year and extendable for 02 (Two) more years (each extension will be for a period of one year at the mutual consent).**
7. **The tenderer should sign on all the pages of the schedule and should affix the official seal on all the pages.**
8. All rates given in the tender schedule would be indicated both in words and figures .In the event of any difference between the two, **the rates indicated in words shall be taken as authentic.**
9. The work will have to be carried out strictly in accordance with the tender schedule and as per the directions of the LANKA IOC Executives. Any deviations from above will be at the Contractor's risk only.
10. Payment will be made for the actual works executed and based on the certification by the Executives of LIOC, Trincomalee Oil Terminal. Any of the items of work schedule, which is not found necessary by our Executives during the course of execution of work, shall not be operated.
11. Bill should be raised in triplicate and put up for payment with the certification by LIOC Executives. The Contractor will have to submit the Bill for the month with all supporting documents before 10th of the next month.
12. The company reserves the right to accept or reject the tender in part or whole, any of the tenders without assigning any reasons therein and conduct negotiations in the


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manner considered suitable by the Company in order to secure clarifications or better terms from the tenderers.

13. The successful tenderer will have to execute an agreement with Lanka IOC PLC, covering all aspects of the contract, in the form prescribed, immediately before commencement of work. Intending tenderers should acquaint themselves with the provisions of the agreement before sending the tenders.
14. The contractor will abide by all rules, regulations, statutes imposed by Government or other concerned authorities. He will be responsible for workmen's compensation. Any casualty or damage caused by any untoward incidents during the execution of work will be at the entire risk and cost of the contractor.
15. The Contractor is fully aware that the work is carried out in a Petroleum Installation which is a hazardous zone and undertakes to perform the work strictly complying with the safety requirements. The Contractor shall be fully responsible for carrying out the work without any damage to the Plant, Property and personnel and the cost of damages if any will be at the entire risk, cost and consequences of the Contractor.
16. The workmen employed should be given necessary Safety Shoes, Gum Boots and helmets for working within the Terminal/Plant area and will have to compulsorily adhere to wearing of these in the interest of Safety. **It will be the Contractor's responsibility to ensure that safety gear is worn by the workmen employed and any deviation by way of not adhering to this will be at their sole risk, cost and consequences.**
17. **The Security deposit amounting to 10% of the value of the work order shall be furnished by the successful tenderer by way of Bank Guarantee in favor of Lanka IOC PLC Trincomalee .The same will be released after 12 months from the date of satisfactory completion of the Contract, provided no defects/complaints for work carried out is noticed. In the meantime, all defects/complaints shall be rectified by the contractor at his own cost without any delays.**
18. After completion of the Contract, the Contractor will have to obtain a 'no-due' certificate from all the departments to enable release of Bank Guarantee.
19. The manpower/workmen should have at least experience for the oil industry or tanker & bunker handling operations or housekeeping & material handling contracts for reputed private / government factories in Sri Lanka.
20. **All safety gear such as helmet and safety shoes etc. shall be provided by Contractor under the advice of Executives of Lanka IOC PLC. Needless to mention that the contracted manpower has to necessarily wear the safety gear while working in the premises.**

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CLAIMS, DISPUTES AND ARBITRATION

1. Appointment of the Dispute Adjudication Board

Number of Members of the DAB shall be 01 Member

2. Failure to Agree Dispute Adjudication Board

The Appointing Entity as per Clause 20.3 shall be the Institution of Engineers Sri Lanka (IESL)

3. Arbitration

Unless settled amicably, any dispute in respect of which the DAB's decision (if any) has not become final and binding shall be finally settled by arbitration.

The Arbitration shall be conducted in Sri Lanka as per the Arbitration Act No. 11 of 1995 of Sri Lanka or any amendment thereof, through the Institute for the Development of Commercial Law and Practice (ICLP), No. 61, Carmel Road, Colombo 03, Sri Lanka and subject to the rules of Conciliation and Arbitration of the United Nations Commission on International Trade and Law (UNCITRAL) Arbitration Rules.


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

Signature of the contractor:

ADDRESS:

DATE & OFFICIAL SEAL:

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Special Terms & Conditions

1. The Tenderers are required to inspect the site and ascertain the Site conditions before quoting for the work.
2. BID BOND (EARNEST MONEY DEPOSIT) should accompany the tender as indicated below. Tenders received without the Bid Bond or invalid Bid Bond shall be summarily rejected:
 - a. **Demand Draft for Rs. 192,000.00.**
 - b. Bid Bond opened by any schedule bank in Sri Lanka in favor of “**Lanka IOC PLC**” as per the enclosed format.
 - c. **The Bid Bond should be valid for a period of 3 months from the closing date of the tender.** If so required, the validity of the bid bond should be extended, failing which, the tender of the party shall be treated as cancelled and shall not be considered further.
 - d. No interest shall be paid for deposits in any form.
 - e. Bid bond will be returned to unsuccessful tenderers on finalization of the tender and on acceptance of order by the successful tenderer.
 - f. Bid bond will be forfeited in the event of any of the following;
 - i. Unilateral withdrawal or revision of the offer by the tenderer during the validity period of the offer.
 - ii. On placement of work order and non acceptance or non confirmation of order within the stipulated time.
3. **SECURITY DEPOSIT :**
 - a. The successful Tenderer shall within 14 days from the date of work order have to make payment against security Deposit.
 - b. **The security deposit bond amount shall be equivalent to 10% of the value of the work order computed for one year.**
 - c. The specimen of bond towards security deposit is enclosed in the tender.
 - d. No claim shall lie against the company in respect of interest on cash deposit or depreciation thereof. LIOC shall be entitled to deduct from the deposit any loss or damage which LIOC may be put to by reason of any act or default recoverable by the company from the contractor and to call upon the contractor to maintain the deposit at the original limit by making further deposits.
 - e. In the event of the contractor failing to make and maintain a security deposit in the manner aforesaid, he shall be liable to forfeit any moneys lost with the tender by him and the company shall be entitled to cancel acceptance of the tender.
 - f. **The security deposit shall be payable by a crossed demand draft issued by scheduled bank of Sri Lanka in favour of Lanka IOC PLC.**

OR


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Bank Guarantee from any commercial bank in Sri Lanka in favour of Lanka IOC PLC, as per the format enclosed. The BG should be valid for 12 months from the date of completion of the work order date. If needed, validity of the BG should be extended by the party / Bank. Such Bank Guarantee should be submitted before the stipulated time as mentioned above, in sealed envelope of the issuing bank and should not be in open condition.


- g. Option of one of the above methods once exercised should under no circumstances, be changed at a later date.
 - h. Forfeiture of Security Deposit: All sums of compensation or other sums of money payable by the contractor may be deducted from Security Deposit. In the event of Security Deposit being reduced from the original quantum due to recoveries as aforesaid, the contractor shall within 15 days of such recoveries, make good deficiency in Security Deposit by way of Demand Draft.
4. 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 entail rejection of the Tender outright notwithstanding their status on quoted rates.
 5. Entire works should be carried out as per LIOC instructions at site. The contractor shall be required to strictly comply with these requirements without giving any scope / room for urging or follow-up from LIOC side. Any omissions / Deviations without LIOC approval in writing will result in rejection of contractor's claim for payment.
 6. The contractor should ensure that the required number of manpower is positioned and available for carrying out the works between the Terminal working time of 07:30 Hrs to 16:45 Hrs on all normal working days.
 7. **Normally, the maximum number of manpower required per day would be 33 (18 for material handling and 15 for housekeeping works and other works) and the Contractor should be prepared for the same. However, in case any additional workmen are required, it will be conveyed in advance and the same shall be executed by the Contractor.**
 8. The Contractor should have ETF/EPF Registration in respect of his Firm and necessary document in support of the same should be enclosed with the tender.
 9. The Contractor should obtain permission for entry and working of the workmen in the Terminal/LBP by giving a letter in advance indicating the names with NIC Numbers of all the workmen.
 10. **The Contractor should obtain the Police verification in respect of all the employees deputed for the work in the Terminal/LBP and submit the certificates in this regard to Sr. VP (Ops. & LBP) immediately on commencement of the Contract, in any case positively within One month of commencement.**

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11. **The contractor is required to quote only the profit percentage (%) which shall be based on total base wages deployed during the period. Employer's (Contractor's) contribution of ETF and EPF as well as VAT as applicable shall be payable by Lanka IOC.**
12. LIOC reserves the right to accept or reject in part or whole, any or all tenders without assigning any 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.
13. The security deposit collected as per clause no.3 above shall be released after 12 months of satisfactory completion of work.
14. 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.
15. **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.**
16. LIOC reserves the right to operate or not to operate any items mentioned in the schedule.
17. 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 Executives before execution of the same.
18. **Tenderer is advised to visit Trincomalee Oil terminal/Lube Blending Plant/Mahaweli Transit House before quoting the tender to familiarize himself.**
19. All the statutory requirements as approved in the various acts of Sri Lanka have to be maintained up to date and submitted to the concerned authorities from time to time.
20. **All safety gear such as helmet and safety shoes etc. shall be provided by Contractor under the advice of Executives of Lanka IOC PLC. Reimbursement for the same with maximum 165,000/- per year shall be made on producing the original bills. Needless to mention that the contracted manpower has to necessarily wear the safety gear while working in the premises.**
21. **Contractor shall be required to pay minimum net wages at the rate of Rs. 900.00 per day during the 1st year and Rs. 1, 000/- per day during the 2nd year and Rs 1, 100/- per day during 3rd year inclusive of EPF of employees / contracted manpower contribution.**
22. **Contractor has to make the wages payment to the contracted manpower through bank (online) and copy of payment proof to be submitted to LIOC. Contractor also required to maintain a wage register.**

SIGNATURE OF TENDERER
SEAL

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23. Contractor has to ensure and comply all statutory requirements from time to time without any deviations.
24. Contractor is required to provide the daily ration by way of tea and sugar to each contracted manpower at the rate of Rs. 30/- per manpower. Payment for the same shall be reimbursed to the contractor on production of bills.
25. Contractor is required to obtain a group insurance with an assured sum of Rs. 550,000/- per manpower for a total of 33 manpower and the actual cost of insurance premium subject to maximum ceiling of Rs 50,000/- per year shall be reimbursed to the contractor on production of proof of documents.
26. **Penalty Clause:** LIOC is handling various petroleum products which is utmost important to the Nation and if any delay in supplies/production, it pushes into Crisis. Hence, Successful tenderer / Contractor will have to provide manpower strength as per tender conditions. If contractor is failed to provide or less than the actual strength as per tender/work order requirement, alternative arrangement will be made by LIOC, such cases entire wages including differential amount to be recovered from Contractor bills in addition to Rs 5000/- LKR per month as a Penalty (in monthly bill) along with other actions initiated by LIOC from time to time which will come in force.
27. Successful tenderer / Contractor will have to maintain proper IR (industrial Relation) climate and ensure no untoward incidents by contract workmen / contractor. If contractor is failed to do and /or creates disturbance which leads to delay in production, hamper in operations, safety and security and associated works of LIOC, shall be treated as deemed fit of contract in addition to forfeit of SD/Bank Guarantee along with other actions initiated by LIOC from time to time which will come in force.
28. The successful tenderer shall take over the existing arrangements of the current contract from the Location in Charge as per the rates, terms and conditions finalized in this tender.

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

Signature of the tenderer with Official seal.

Date :

SIGNATURE OF TENDERER
SEAL

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SPECIMEN BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT I / WE OF
 (hereinafter called the ∇BIDDER∇) and
 ...of
 (hereinafter called the ∇SURETY∇) are jointly and severally held firmly bound upto
(hereinafter referred to as the OWNER) in the sum of(Rs.)
 of lawful money of Sri Lanka to be paid on demand to the OWNER for which payment duly to be made we bind ourselves and respective successors jointly, and severally firmly by these presents.

WE THE SURETY hereby renouncing the Benificium Odinis Devisionis Et Excussions and the other benefits and privileges sureties are entitled to the meaning, force and effect or renouncing which have been explained to us by our attorney at law Esquire and that which we hereby declare that we are now fully acquainted and all other the benefits, privileges and advantages to which Sureties as such are by law entitled.


Sealed with our respective seals atand dated thisday of20...

WHEREAS the OWNER has invited bids for the construction of the for the OWNER at(hereinafter called the WORKS).

AND WHEREAS it is necessary that the bid should (hereinafter called ∇the Bid∇) in accordance with the ∇Instruction to Bidders and other Conditions of Bid∇ (hereinafter called ∇the Condition of Bid∇).

AND WHEREAS it is necessary that the BID should be accompanied by a Bid Bond in favour of the OWNER in a sum of Rs..... (Rs.) of lawful money of Sri Lanka as security for the due, faithful and satisfactory fulfillment by the BIDDER of the CONDITIONS OF BID.

SIGNATURE OF TENDERER
SEAL

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NOW THE CONDITION of the above written Bond is such that:

- (a) If before the expiration of Ninety one (91) days are such extended period hereinafter provided, after the date for the submission of bids, the BIDDER shall have received notice from the OWNER of the acceptance of the Bid and if within fourteen (14) days of having received such notice the BIDDER shall furnish to the OWNER in accordance with the CONDITIONS OF BID a Performance Bond for the due and proper performance of the WORKS.

(OR)

- (b) If before the expiration of Ninety one (91) days or such extended period hereinafter provided, after the date for the submission of bids, the BIDDER shall not have received notice from the OWNER of the acceptance of the Bid.

(OR)

- (c) If on default by the BIDDER to furnish the OWNER with a Performance Bond as aforesaid, the SURETY shall pay to the OWNER the said amount of the above written Bond as liquidated damages for such default.

Then and in any such case this obligation shall be null and void but otherwise, shall be and remain in full force and effect

IT IS HEREBY expressly agreed that any intimation to the surety of the extension of the period of validity of the bond shall be deemed to have been received by him if communicated to him by registered post or delivered personally at the office of the said surety on or before the date of expiry of the validity of the bond for the time being in force.


IT IS FURTHER expressly agreed that no alternation in the Bid made by agreement between the OWNER and the BIDDER nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Bid or CONDITIONS OF BID on the part of the OWNER shall in anyway release the SURETY from the liability under the above mentioned Bond.

* The common seal of the saidis affixed hereto at on this day of20...

+ In witness whereof the saidhas set his/their hand /hands to these presents aton thisday of20...

.....
Bidder

SIGNATURE OF TENDERER
SEAL

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The common seal of the

Is affixed hereto aton this

Day of20.....

WITNESSES :

1. Signature :

Name :

Address :

2. Signature :


Name :

Address :

* Delete in case of BIDDER not being a Limited Liability Co.

+ Delete in case of BIDDER not being a Limited Liability Co.

SIGNATURE OF TENDERER
SEAL

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SPECIMEN PERFORMANCE BOND

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


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

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

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

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

SIGNATURE OF TENDERER
SEAL

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Date at this day of
FOR

Sgd.....
(Accountant)

Sgd

(Manager)

WITNESS

1.....

2.

DATE:.

Signature of the tenderer
With date

Sr.V.P. (O & LBP)
LIOC Trincomalee

SIGNATURE OF TENDERER
SEAL