



## **TENDER DOCUMENT**

# **TENDER FOR APPOINTMENT OF CLEARING, FORWARDING & TRANSPORT AGENT (CFTA) FOR IMPORT & EXPORT OF FCL/LCL CARGO**

**Techno-Commercial Bid (Unpriced)**

**Tender No: LIOC/LUBE/CFTA/PT/1/2022-23**

**Last Date & Time for Receipt of Tender: 17<sup>th</sup> June 2022 at 11:00 hrs**

	Lanka IOC PLC Level 20, West Tower, World Trade Centre Colombo – 01 Sri Lanka	<b>TENDER NO.:</b> <b>LIOC/LUBE/CFTA/PT/1/2022-23</b>  Due on 17th June 2022 at 11:00 hrs
Title: TENDER FOR APPOINTMENT OF CLEARING, FORWARDING & TRANSPORT AGENT FOR IMPORT & EXPORT OF FCL/LCL CARGO AT COLOMBO, SRI LANKA		

## SECTION I

### NOTICE INVITING TENDER (NIT)

**Sub: Appointment of Clearing, Forwarding & Transport Agent (CFTA) for Import & Export of FCL/LCL Cargo for the two-year period with provision to extend the same for third year with mutual consent.**

1. Please send us your lowest quotation duly signed for the above as per the instruction given in the tender so as to reach this office before **11.00 Hrs on 17<sup>th</sup> June 2022** duly superscribing the tender No.; due date, and time. Tenders received late due to any reason including postal delays are liable for rejection.

2. The tenderer shall fill in the quotation in the following proforma only and not in any other form. The following documents shall form part of the contract and the tenderer should study them thoroughly and submit complete documents duly signed and sealed.

3. This tender document enclosed
  - a. Terms & Conditions
  - b. Scope of Work
  - c. Part 1- Technical and Commercial Bid  
Qualifying Criterion & Company Details
  - d. Part 2- Price Bid  
Guideline for price bid
  - e. Annexure (Specimen Bid Bond & Performance Bond)

4. **Tender Fee:** A tender fee of LKR **2500/- non refundable by Demand draft** (in favour of Lanka IOC PLC payable at Colombo) shall be applicable for physical collection or tenders can be downloaded from the web site [www.lankaio.com/tenders](http://www.lankaio.com/tenders) in free of charge by registering into the system.

5. **Bid Bond (BB):** The bid bond for LKR **100,000/-** in the form of demand draft (drawn in favour of Lanka IOC PLC payable at Colombo) or Bank Guarantee (strictly as per the format enclosed) must be submitted strictly in the Technical Bid cover.

<b>2</b>	<b>Signature of Tenderer</b>
<b>Name of Tenderer :</b>	
<b>Address</b>	:
<b>Seal</b>	:
<b>Date</b>	:

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6. Details of the Tender

Start date & time for downloading /purchasing of tender by bidder	20.05.2022 at 09:00 HRS
Seek clarification start date & Time	20.05.2022 at 09:00 HRS
Seek clarification end date & Time	16.06.2022 at 14:00 HRS
Start Date & Time for submission tender by Bidder	20.05.2022 at 09:00 HRS
End date & time for submission of tender by bidder	17.06.2022 at 11:00 HRS
Date & time of opening of bid	17.06.2022 at 11:30 HRS or anytime thereafter.

7. Bids shall be submitted separately in two parts in sealed envelopes superscribed with the Tender Number for Techno Commercial Bid (Unpriced) and Price Bid. Tender documents shall be submitted only in the prescribed tender schedule form supplied by LIOC or downloaded from our website.

- a. Part-I: Techno-Commercial Bid (Unpriced) complete with technical and commercial details other than prices. The original instrument for EMD shall be enclosed with the Techno-Commercial Bid. (Envelope-A).
- b. Part-II: Price Bid complete with full price details only. Do not write deviations or conditions in Price Bid (Envelope-B).
- c. The two sealed envelopes containing part I & II of bids separately, should be enclosed in a common cover duly sealed and superscribed with Tender No. (Envelope-C) and should reach the below address by before closing time.  
SVP - Lubes (M&P),  
Lanka IOC PLC, Level 20, West Tower,  
World Trade Center, Echelon Square,  
Colombo -1.

8. The Price Bid of only those bidders shall be considered for opening who qualify in Technical Bid.

<b>3</b>	<div style="text-align: right; margin-bottom: 10px;"><b>Signature of Tenderer</b></div> <b>Name of Tenderer :</b>  <b>Address :</b>  <b>Seal :</b>  <b>Date :</b>
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9. CFTA will be responsible for following day to day activities:
- Coordination / Liaison with Sri Lanka Customs
  - Coordination / Liaison with Import Controller, Sri Lanka
  - Coordination / Liaison with Sri Lanka Ports Authority
  - Coordination / Liaison with Shipping Agents
  - Coordination / Liaison with Bank
  - Coordination / Liaison with Insurance Company
  - Clearing/Forwarding and Transportation of Consignment to CFA's / LBP Trincomalee or any other nominated location within 30 Km from Colombo port on timely without any demurrage and detention.
  - On behalf of LIOC payment of DO Charges, if required payment of liner demurrage as per prior approval of LIOC should pay to relevant authority on reimburse basics.
  - Compliance with local statutory requirements
  - Implementation and follow-ups of quality system as advised by LIOC
  - Any other related job as directed by LIOC
10. Minimum Qualifying Criterion & Company Details

**The party must meet the following Qualifying Criterion:**

- Registration with Sri Lanka Customs and Sri Lanka Port Authority
- Party should have annual financial turnover of SLR 15 Million during any of proceeding three completed financial years ending 31st March 2022 and should have successfully completed work of 3.5 Million or more in single contract/order in any of the last 03 financial years or the current year.
- Vehicle Details -The operator should have minimum 20 no of 20ft container carriers, 15 no of 40ft container carriers, 2 no of covered Lorries and 1 no of crew cab/small Lorry on their own name, lease or hire. Age of the Vehicles should be as per Govt. stipulation. Tenderer should be in a position to place any no. of carriers within short notice (one day) for clearing and transporting the materials as per requirements of LIOC mentioned in the tender.
- Providing 10 million bank guarantees as a security deposit.

Please ensure that tender documents are carefully gone through by you and returned to us duly signed along with your tender.

4	<b>Signature of Tenderer</b>
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## SECTION II TERMS & CONDITIONS

1. The tender is on two-bid system i.e. Technical bid and Price bid. Only those parties, who shall qualify in technical bid, shall be considered for opening of the price bid.
2. Both the envelopes shall be sealed and enclosed separately with the details super scribed as per requirement.
3. Both the envelopes Technical bid and Price bid shall be enclosed in the envelope of appropriate size and should reach the address by 1100 hours of 17/06/2022.
4. Each page of the tender document shall be signed and stamped by authorized signatory.
5. No overwriting is allowed on the rate quotation.
6. The offer would be valid and binding on the tenderer for 120 (One hundred and Twenty) days from due date of opening of Tender unless extended by mutual consent in writing. During the validity period, tenderer shall not be allowed either to withdraw or revise their offer. Breach of this provision shall entail forfeiture of the BB.
7. LIOC reserves the right to accept or reject in part or whole, any or all tenders without assigning any of the reason to it. Also LIOC reserves the right not to accept the lowest quotation and no query from the contractor will be entertained in these regards.
8. LIOC reserves the right to operate or not to operate any items mentioned in the schedule.
9. Lanka IOC shall have right to award the tender to more than one party either by product or by shipment basis.
10. Preference shall be given to candidate having experience in clearing petroleum cargo.

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**Signature of Tenderer**

**Name of Tenderer :**

**Address :**

**Seal :**

**Date :**

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11. The quantum of work is estimated based on recent trend. However there may be variation in the quantum of the work. LIOC does not guarantee the quantum of work estimated.
12. **Period of contract** – The award of the work would be initially given for a period of Two years, with provision to extend the same for one more year based on mutual acceptance at the same terms and conditions.
13. **Security Deposit (SD)** - Successful tenderer will deposit a sum of Rs. 10 Million for material handling as a security deposit, for which no interest will be paid. At the event of any negligence or happening caused by the contractor resulting in financial loss to LIOC, the same will be recovered (the value of goods lost, if any, will be assessed on the sale price of lubes/ purchase price of inputs). Validity of SD should be contract period plus three months.
14. **Bid bond**
  - a) This is a pre-requisite for consideration of the tender. The bids without requisite Bid Bond/or not in the prescribed proforma will not be considered and shall be rejected.
  - b) The Tenderers will have to deposit Bid Bond of Rs **100,000/=** before submission of tender or along with the Techno-Commercial Bid and not with the Price Bid. Bid bond ( BB ) mentioned above shall be paid by way of Demand Draft/Bank Guarantee (as per prescribed format) in favor of Lanka IOC PLC payable at Colombo.
  - c) Bidders failing to submit Original DD/BG before the tender closing date and time will be liable for summary rejection.
  - d) If Bid Bond submitted thru' BG, BG validity should be at least 120 days from the closing date of the tender.
  - e) IF Bid Bond submitted thru' DD, no interest will be paid.
  - f) Bid bond will be returned to unsuccessful tenderers on finalization of the tender and on acceptance of order by the successful tenderer.
  - g) 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.

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	<b>Date :</b>	

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15. **Agreement/Renewal** - The Clearing & Transportation agent will enter into an agreement with LIOC for operating the Clearing & Transportation as per prescribed format. The draft agreement will be provided prior to the tender opening date.

The contract will be valid for 2 years from the date of commissioning of CFA and renewable for future period of 1 year on mutual consent. Renewal of the contract after the expiry of the original period of 2 years shall be at the sole discretion of LIOC. In the event of renewal of the contract, the period by which the contract is extended shall not exceed one year. The renewal of the contract, if any, shall be subject to mutual agreement on the terms and conditions applying to the renewal period, including the rates payable.

16. **Breach of Terms** - If any loss is caused to LIOC on account of any breach of terms by the tenderer or any reason whatsoever, the tenderer shall keep LIOC fully indemnified.

17. **Termination of Contract** - LIOC will reserve the right to terminate the contract without assigning any reason and without liability to pay any compensation upon giving the successful tenderer three (3) month notice in writing and upon expiry of the said notice the agreement shall stand automatically terminated and expire, but without prejudice to the rights of LIOC in respect of any matter or thing antecedent of such termination.

If successful tenderer does not adhere to the instructions and guidelines or which may be issued from time to time by LIOC in connection with marketing discipline, LIOC's right to so terminate the contract shall be without prejudice to any of LIOC's other rights and remedies against the tenderer and in the event of LIOC so terminating the contract, LIOC shall not be liable to pay for any loss or compensation in respect of such termination on following grounds:

- a) Upon
- The death or adjudication as insolvent of the successful tenderer, if he be an individual
  - The liquidation, whether voluntary or passing of the effective resolution for winding up of the successful tenderer in it be a company.

7	<b>Signature of Tenderer</b>
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- b) If any attachment is levied and continued to be levied for a period of seven days upon the effects of the successful tenderer or any individual or partner of the firm of the successful tenderer.
- c) If the successful tenderer or any partner in the firm of the successful tenderer shall be convicted of any criminal offences.
- d) If a receiver is appointed of any property or assets of the successful tenderer.
- e) If the lease / tenancy of the tenderer (if the tenderer holds his premises used by him for his business as lessee or tenant) shall be terminated or purported to be terminated or comes to an end for any reason whatsoever, the tenderer is evicted out of such premises in consequence to such termination.
- f) If the tenderer has concealed any information, which if disclosed, would be in the opinion of the authorised representative of the Corporation whose decision shall be final and have dis-entitled him to the appointment as a tenderer.
- g) If the successful tenderer does not adhere to the instructions which may be issued from time to time by LIOC in connection with the responsibility of tenderer.
- h) If the successful tenderer shall deliberately contaminate or tamper with the quality of Lube Oils supplied by LIOC.
- i) If the successful tenderer shall commit a breach of any of the conditions stipulated in the contract and fail to remedy such breach within four days of the receipt of the written notice from LIOC in this regard.  
If the tenderer shall either by himself or by his servants or agents commit or suffer to be committed any act which in the opinion of authorised representative of the Corporation whose decision in that behalf shall be final, is prejudicial to the interest or good name of the Corporation or its products, the Executive Director/General Manager of LIOC shall not be bound to give reason for such decision.

18. **Statutory Regulations** - Tenderer shall comply with all statutory rules and regulations from time to time including those relating to Employees State Insurance, Provident Fund, etc., and shall indemnify LIOC against any claim or demand arising out of this non-compliance.
19. **Loss / Damage to Quality / Quantity** - LIOC shall be entitled to recover the value of any such loss or damage by invoking the financial guarantees at the prevailing general trade rates. Quantity/quality of product during transit/transportation from the port to warehouse will also be the sole responsibility of the tenderer.

<b>8</b>		<b>Signature of Tenderer</b>
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20. **Guideline for Price Bid and price variation clause:**

- a) The price bid will be evaluated based on the estimated work indicated in the price bid forms. Tenderers must quote their offer in figures and words on the estimated amount indicated in appropriate spaces.
- b) Delivery charges: Delivery charges are subject to escalation / de-escalation on Ceylon Petroleum Corporation (CPC) and Lanka IOC (LIOC) average Diesel (LAD) retail selling price at Colombo as per the formula given below:
  - a. 60% of the transportation cost will be considered as LAD cost.
  - b. Therefore, in case 5% increase in Diesel price from the base rate (Prevailing rate on the Tender opening date) then the transportation charge will be given in 3% increase (60% of 5%) on the base rate. This will be applicable on all the distance.
  - c. Escalation and de-escalation will be done on the date of revision of Diesel price.
  - d. Escalation and de-escalation between the date of tender opening and commissioning of CFTA will be also compensated.
- c) VAT and other taxes applicable on the above amount at prevailing percentage shall be reimbursed at actual.
- d) Price bid should include all claims other than those payable on a statutory basis
- e) The quantum of work is estimated based on recent trend. However there may be variation in the quantum of the work. LIOC does not guarantee the quantum of work estimated and payment will be made on actual basics.
- f) The CFTA shall submit a separate bill for shipment wise month basics on or before the 7th day of each month.
- g) All arrangements for working as CFTA shall be done by CFTA at no extra cost to LIOC.

9	<b>Signature of Tenderer</b>
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## 21. SCHEDULE OF WORKS - ESTIMATED HANDLING QUANTITY

	Description	Number of Containers	
1	Containerise Cargo (FCL's) - Port to Trincomalee Plant	20 Ft	40 Ft
	Estimated No of containers / shipments per Year	240	300
2	Containerise Cargo (FCL's) - Port to Colombo CFA	20 Ft	40 Ft
	Estimated No of containers / shipments per Year	24	24
3	LCL Cargo - to Trincomalee Plant	From Sea Port	From Air Port
	Estimated No of Consignment per Year	10	10
4	LCL Cargo - to Colombo CFA	From Sea Port	From Air Port
	Estimated No of Consignment per Year	10	10
5	20 Ft Containers - Exports	From Trincomalee	From Colombo
	No of Containers & Shipment	6	6

The quantum of work is estimated based on projected volume. However there may be variation in the quantum of the work. LIOC does not guarantee the quantum of work estimated.

### NOTES:-

Parties/Firm purchasing/downloading the tender document and registered user ID shall be considered as "tenderer" and the bid should be submitted by the same party since tender documents are not transferable. All tender documents should be stamped and signed by the tenderer or his legally constituted attorney. All tenderer should note that all future contract document/payment shall be made as per the tender document submitted along with the tender and no change shall be permitted without prior approval of the Company.

Sr. Vice President – Lubes (M&P)  
Lanka IOC PLC, Level 20, West Tower,  
World Trade Centre, Colombo – 01  
Sri Lanka.

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Signature of Tenderer

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### SECTION III

#### SCOPE OF WORK

Broadly the scope of work will include attending to all documentation and clearing / forwarding of shipments, liaising with Sri Lanka Customs, Controller of Imports & Exports, Sri Lanka Ports Authority (SLPA), Shipping Agents, Bankers, Suppliers, etc. The detailed scope of work is being listed as under:

A. **Coordination / Liaison with Sri Lanka Customs** w.r.t the following works but not limited to the following:

- a. *Clearing:* Obtaining approval for clearance of vessel / shipment on provisional basis in case the final invoice / documents are not available.  
*Forwarding:* Obtaining and booking vessel space for the export in loading destination.
- b. *Clearing :* Framing Customs Entry and depositing provisional deposit entry to the Long Room;  
*Forwarding:* Framing Customs Entries and other documentation for the export at load port.
- c. *Clearing:* Obtaining approval from the Appraiser, Duty Checking Officer, Superintendent of Customs and registering at the Customs 'D' Branch;

*Clearing:*

- a. Updating HS Coding at Times Building Computer Department;
- b. Securing approval from ADC Customs 'D' Branch;
- c. Obtaining Pass for delivery from ADC / Duty Officer;
- d. Register Customs Entry at Guide Pier Waiter Office;
- e. Secure delivery okay from Landing Waiter to Store Keeper at SLPA;
- f. Receiving Store Keeper Endorsement;
- g. Secure Guide Pier AUS endorsement for discharge;
- h. Coordination with Customs officials for RCT/Grey Line Inspection;
- i. Framing fresh customs entry as per discharge tonnage and original invoices as per original value;
- j. Submission of fresh Cusdecs to the Long Room and processing through the Customs Appraiser;
- k. Processing of the entries through Sub-Collector, Duty Checker and Registering at the 'D' Branch;

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- l. Cancellation of the Provisional Entry against the Final Entry at 'D' Branch;
- m. Finalizing fresh entry at the 'D' Branch with ADC's approval;
- n. Payment of additional duty in case of additional duty payable;
- o. Apply for duty refund, in case of excess duty paid;
- p. Liaise and coordinate with the Duty Refund Branch of Customs for Duty refund;
- q. Ensuring updation of Customs Computer Department pertaining to the entries for further credit to VAT, PAL, Excise etc;
- r. All activities pertaining to Lube Exports in containers including coordination with Custom officials, Export Promotion Board etc;
- s. All liaisoning, coordination and documentation pertaining to duty drawbacks, if any
- t. All other activity pertaining to smooth operation of discharge of the cargo, payment of Customs Duty, Refund of Customs Duty, Import Documentation and Finalization of Customs Entry.

*Forwarding:*

- a. Facilitate the required containers at load port.
- b. Handling transport at supplier destination.
- c. Loading cargo on obtained vessel.
- d. Issuing a draft BL to consignee for the confirmation.
- e. Issuing (email) the final BL copy to consignee.
- f. Issuing Delivering Order charges at earliest possible
- g. Issuing Custom Delivery order in delay of payment, if any
- h. Issuing master delivery order without any delay.

**B. Coordination / Liaison with Controller Imports and Exports, Sri Lanka** w.r.t the following works but not limited to the following:

- a. Submission of import / Export License;
- b. Obtaining Import / Export License;
- c. Payment of Import / Export License;
- d. Debit Import License at Import control;
- e. Follow the records of the import license remaining quantity and value;
- f. All other clearing, handling and transportation related formalities;

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C. **Coordination / Liaison with Sri Lanka Ports Authority** w.r.t the following works but not limited to the following:

- a. Payment of SLPA Charges;
- b. Update the SLPA exchange rate when there is a shipment
- c. Obtaining Transport permissions;
- d. Payment of Demurrage to SLPA, if any;
- e. All other clearing, handling and transportation related formalities.

D. **Coordination / Liaison with Shipping Agents** w.r.t the following works but not limited to the following:

- a. Obtaining the delivery charges;
- b. Payment of delivery charges;
- c. Temporary container deposit (if any) , to be paid by C&F agent. However if any charges are payable on account of damage to container, or for washing of the container, the same shall be reimbursed based on the proper evidence. ( Pl see the note in the last page at K)
- d. Obtaining Delivery Order to be issued to Receivers by Agent, on instructions of Charterers / Party's concerned;
- e. NOR to be tendered to the Receivers on Board after berthing by Vessel Agent;
- f. Return of Containers within free time. No demurrage is payable on account of transport/containers
- g. Payment of all statutory and allied charges to Shipping Agents / Statutory Agencies;
- h. B/L Endorsement, if required;
- i. Shipping guarantee cancellation after original BL received;

E. **Coordination / Liaison with Bank** w.r.t the following works but not limited to the following:

- a. Collection of Payment for Custom Duty, SLPA Charges etc. and depositing the same to the concerned authorities and obtain receipt of payment;
- b. Submission of document for the bank endorsements;
- c. Collection of Documents after obtaining bank endorsements;
- d. Cancellation of Shipping guarantee after arrival of original documents;

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- e. Liaising with Bank of Ceylon for obtaining Payment Certificate for the purpose of finalization of customs entries / applying for refund.
- f. Obtaining link between the Bank & Customs to clear the shipments;

F. **Transportation and Forwarding of Consignment** w.r.t the following works but not limited to the following:

- a. Arranging transportation and forwarding of consignment received through sea / air to our designated warehouse(s) in Colombo / Trincomalee;
- b. Obtaining all permission related to transportation of consignment from port area to our warehouse;
- c. Handling Liner Detention charges, if any and payment thereof after obtaining approval from us;
- d. Transportation of empty containers and obtaining return acknowledgement (duly signed and stamped);
- e. Obtaining acknowledgement from the receiving location / warehouse about receipt of goods in good condition.
- f. The transporter should place adequate no of trucks (minimum 1/2 of total no of containers per consignment) to ensure that no demurrage is incurred to LIOC. It is observed that the transporter has failed to clear consignment due to negligence on their part LIOC will have right to claim demurrage cost from the contractor.

G. **Coordination / Liaison with Insurance Company** w.r.t the following works but not limited to the following:

- a. Coordination with Insurance company w.r.t insurance claims, inspections, if any'
- b. Coordination with the Surveyor if any losses;
- c. Coordination for the payment of insurance charges relating to export/import of product/material

H. **Feedback and Market Information:**

- a. Timely information on duty changes undertaken by the Government with proper Gazette Notification / Document;
- b. Periodic MIS on status of Finalization of Entries w.r.t payment of additional duty, refund of duty etc.
- c. Prior information on GRI & Congestion charges;

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**Signature of Tenderer**

**Name of Tenderer :**

**Address :**

**Seal :**

**Date :**

	Lanka IOC PLC Level 20, West Tower, World Trade Centre Colombo – 01 Sri Lanka	<b>TENDER NO.:</b> <b>LIOC/LUBE/CFTA/PT/1/2022-23</b>  Due on 17th June 2022 at 11:00 hrs
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d. Prior information on shortage on container facilities;

- I. Placement of at least one dedicated person at LIOC HO for coordination of all the above activities.
- J. Sometimes, It may happen that tenderer will have to pay container deposit/port demurrage on behalf of lanka IOC. Container should be capable to make the payment within short notice (less than 4 hrs). Amount will be reimbursed to the tenderer within 15 days by lanka IOC within any interest.
- K. **Any other:** to include any other activities not included above but are incidental to smooth operation of clearing and forwarding of import / export consignment.

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

Signature of the tenderer :

Address :

Date & Seal :

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Signature of Tenderer

**Name of Tenderer :**

**Address :**

**Seal :**

**Date :**

 <b>Lanka IOC</b>	Lanka IOC PLC Level 20, West Tower, World Trade Centre Colombo – 01 Sri Lanka	<b>TENDER NO.:</b> <b>LIOC/LUBE/CFTA/PT/1/2022-23</b>  Due on 17th June 2022 at 11:00 hrs
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## PART 1

### TECHNICAL & COMMERCIAL BID

16	<div style="text-align: right; margin-bottom: 10px;"><b>Signature of Tenderer</b></div> <div> <b>Name of Tenderer :</b>   <b>Address :</b>   <b>Seal :</b>   <b>Date :</b> </div>
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**General Information**

1	Name of the Company *	
2	Address	
3	Name & Contact no of the Contact person	
4	Nature of Organization (i.e proprietorship/ partnership/ Pvt Ltd/ etc) *	
5	Business Registration *	
6	Telephone / Fax/ Email	
7	Nature of Existing Business	
8	Registration with Sri Lanka Customs & SLPA *	
9	Number of Employees	
8	Any other details	

\* Please attach photocopy of relevant documents.

- Interested Party should have an annual Financial Turnover of SLR 15 Million or above in any of the last 3 financial years. Bidders are advised to submit the following data with relevant certified supporting documents (photocopies). Incomplete tenders may be rejected and Price Bid shall not be opened.

Financial Year	Turn Over (SLR)	Remarks
2021 – 2022		Photocopy of audited balance sheet, Profit & Loss account to be submitted. (Mandatory)
2020 – 2021		
2019 – 2020		

**17**

**Signature of Tenderer**

**Name of Tenderer :**

**Address :**

**Seal :**

**Date :**

	Lanka IOC PLC Level 20, West Tower, World Trade Centre Colombo – 01 Sri Lanka	<b>TENDER NO.:</b> <b>LIOC/LUBE/CFTA/PT/1/2022-23</b>  Due on 17th June 2022 at 11:00 hrs
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- Interested contractors should have successfully completed similar work for a value of Rs 3.5 Million or more in single order/contract in any of the last 3 financial years or the current year. Bidders are advised to submit the following data with relevant certified supporting documents (photocopies). Incomplete tenders may be rejected and Price Bid shall not be opened.

Name of the Client	No of containers handle	B/L No & Date	Completed Date	Remarks
				Photocopy of Purchase Order / Bill Copy and Clear Certificate from Client to be submitted. (Mandatory)

- Vehicle Details

The operator should have minimum 20 no of 20ft container carriers, 15 no of 40ft container carriers, 2 no of covered Lorries and 1 no of crew cab/small Lorry on their own name, lease or hire. Age of the Vehicles should be as per Govt. stipulation. Tenderer should be in a position to place any no. of carriers within short notice (one day) for clearing and transporting the materials as per requirements of LIOC mentioned in the tender.

18	<div style="text-align: right; margin-bottom: 10px;"><b>Signature of Tenderer</b></div> <b>Name of Tenderer :</b>  <b>Address :</b>  <b>Seal :</b>  <b>Date :</b>
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	Lanka IOC PLC Level 20, West Tower, World Trade Centre Colombo – 01 Sri Lanka	<b>TENDER NO.:</b> <b>LIOC/LUBE/CFTA/PT/1/2022-23</b>  Due on 17th June 2022 at 11:00 hrs
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Copies of vehicle registration certificate or letter for intend to hiring from other transporter of the vehicles are to be submitted with the Technical Bid. Letter should be in favour of the firm which has applied.

Age of the Vehicles should be as per Govt. stipulation. All arrangements for working as CFTA shall be done by CFTA at no extra cost to LIOC.

Sr No	Vehicle registration No	Make/Model	Whether 20/40 ft, Etc.
1			
2			
n			

- Details of the Bid bond

SNO	DESCRIPTION	DETAILS
1	Name of Party	
2	Demand Draft/BG No.	
3	DD/BG Date	
4	DD/BG Drawn on (Name of Bank)	
5	Value of Demand Draft (Rs)	

- Confirmation letter of providing 10 million bank guarantee as a security deposit from Bank

**Note:**

Please attach separate sheets duly typed incorporating above information.

19	Signature of Tenderer
<b>Name of Tenderer :</b>	
<b>Address :</b>	
<b>Seal :</b>	
<b>Date :</b>	

	Lanka IOC PLC Level 20, West Tower, World Trade Centre Colombo – 01 Sri Lanka	<b>TENDER NO.:</b> <b>LIOC/LUBE/CFTA/PT/1/2022-23</b>  Due on 17th June 2022 at 11:00 hrs
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## PART 2

### PRICE BID

20	<div style="text-align: right; margin-bottom: 10px;"><b>Signature of Tenderer</b></div> <div> <b>Name of Tenderer :</b>   <b>Address :</b>   <b>Seal :</b>   <b>Date :</b> </div>
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	Lanka IOC PLC Level 20, West Tower, World Trade Centre Colombo – 01 Sri Lanka	<b>TENDER NO.:</b> <b>LIOC/LUBE/CFTA/PT/1/2022-23</b>  Due on 17th June 2022 at 11:00 hrs
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**PRICE BID - QUOTATION SHEET**

Description		Offer Rate	
		FIGURES	WORDS
a. Clearing/Forwarding, Handling & Documentation charges for clearing/Forwarding of containers	per Container / LCL Shipment (Import/Export)		
b. Transportation Charges in-between Port to CFA or CFA to Port or Any other location within 30 KM from Colombo Sea/Air Port	40 Ft containers		
	20 Ft containers		
	Covered Lorry (Ten/Six wheel for LCL)		
	Small Lorry / Crew cab for LCL		
c. Transportation Charges in-between Colombo Sea/Air Port to Trincomalee Plant or Trincomalee Plant to Colombo Sea/Air Port	40 Ft containers		
	20 Ft containers		
	Covered Lorry (Ten/Six wheel for LCL)		
	Small Lorry / Crew cab for LCL		

Note: Above quoted price should exclude Statutory Taxes. However, applicable Statutory taxes on various heads/items (a, b, & c) are to be mentioned below. (VAT, NBT, Etc.,)

Applicable Statutory Tax on "a" - \_\_\_\_\_ %  
Applicable Statutory Tax on "b & c" - \_\_\_\_\_ %

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**Signature of Tenderer**

**Name of Tenderer :**

**Address :**

**Seal :**

**Date :**

 <b>Lanka IOC</b>	Lanka IOC PLC Level 20, West Tower, World Trade Centre Colombo – 01 Sri Lanka	<b>TENDER NO.:</b> <b>LIOC/LUBE/CFTA/PT/1/2022-23</b>  Due on 17th June 2022 at 11:00 hrs
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**ANNEXURE  
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 Beneficium Odinis Devision is 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 at .....and dated this .....day of .....20...

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

**22**

**Signature of Tenderer**

**Name of Tenderer :**

**Address :**

**Seal :**

**Date :**

	Lanka IOC PLC Level 20, West Tower, World Trade Centre Colombo – 01 Sri Lanka	<b>TENDER NO.:</b> <b>LIOC/LUBE/CFTA/PT/1/2022-23</b>  Due on 17th June 2022 at 11:00 hrs
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as security for the due, faithful and satisfactory fulfillment by the BIDDER of the CONDITIONS OF BID.

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.

**23**

**Signature of Tenderer**

**Name of Tenderer :**

**Address :**

**Seal :**

**Date :**

	Lanka IOC PLC Level 20, West Tower, World Trade Centre Colombo – 01 Sri Lanka	<b>TENDER NO.:</b> <b>LIOC/LUBE/CFTA/PT/1/2022-23</b>  Due on 17th June 2022 at 11:00 hrs
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\* The common seal of the said .....is affixed hereto at ..... on this ..... day of .....20..

+ In witness whereof the said .....has set his/their hand /hands to these presents at .....on this .....day of .....20..

.....  
Bidder

The common seal of the .....  
Is affixed hereto at .....on this .....  
Day of .....20...

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.

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Signature of Tenderer

Name of Tenderer :

Address :

Seal :

Date :



	Lanka IOC PLC Level 20, West Tower, World Trade Centre Colombo – 01 Sri Lanka	<b>TENDER NO.:</b> <b>LIOC/LUBE/CFTA/PT/1/2022-23</b>  Due on 17th June 2022 at 11:00 hrs
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### SPECIMEN PERFORMANCE BOND

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

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

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

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

AND IT IS also hereby agreed that notwithstanding anything to the contrary herein contained this Guarantee shall be valid only up to and including the thirty first day of ..... and shall not thereafter be of any force of avail in law except in respect of claims lodged by the OWNER with ..... under these present on or before the thirty first day of ..... on account of monies that

**25**

**Signature of Tenderer**

**Name of Tenderer :**

**Address :**

**Seal :**

**Date :**

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may be and/or become due to the OWNER by the Contractor by reason of his failure to duly and punctually perform and fulfill the Contract above referred to : provided however, that in case ..... shall have before the said thirty first day of ..... extended the period for validity of this Guarantee upto any date subsequent to the said thirty first day of ..... then the preceding provisions of this Clause

shall stand amended and read as if the date to which the Guarantee is so extended had been inserted at the time wherever in the proceeding provisions of the Clause the said date, thirty first day of ....., occurs and this Guarantee shall have force accordingly. Such period of validity may similarly be extended from time to time so as to keep the Guarantee in full force upto such extended date or dates.

Date at ..... this ..... day of  
FOR .....

Sgd.....  
(Accountant)

Sgd .....  
(Manager)

WITNESS

1.....

2. ....

DATE:.. ..

26

**Signature of Tenderer**

**Name of Tenderer :**

**Address :**

**Seal :**

**Date :**