

	Lanka IOC PLC Level 20, West Tower, World Trade Centre Colombo – 01 Sri Lanka	TENDER NO.: LIOC/BIT/CFA/PT/2023 Due on 05 June 2023 at 11:00 hrs
Title: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA		



TENDER FOR APPOINTMENT OF

I. CARRYING & FORWARDING AGENT (CFA)

II. CLEARING & TRANSPORTATION

FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

TENDER NO.: LIOC/BIT/CFA/PT/2023

Lanka IOC PLC, Level 20, West Tower, World Trade Centre,
Colombo – 01, Sri Lanka

Techno-Commercial Bid (Unpriced)

1	Signature of Tenderer Name of Tenderer : Address : Seal : Date :
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SECTION – I

Introduction

TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

1 Introduction:

- 1.1 LIOC has planned to appoint party to Clearing, Transporting and Storage, handling (loading/unloading) functions, called as Clearing, Transportation & Handling Agent (CFA) to bitumen handling operation at **COLOMBO**.
- 1.2 LIOC invites this tender through physical/manual bidding system for appointment of CFA for bitumen of LIOC, Location: COLOMBO, Sri Lanka.
- 1.3 The CFAs will be responsible for storage handling of bitumen and servicing of customers. CFA will also be responsible for port and custom clearance and transportation from port to CFA if clearing & transportation contract also is finalized in favor of them.
- 1.4 CFA shall be required to handle (clearing, transportation, unloading & loading) 1000 MT/month approx and store 1,500 MT of products. The above figures are indicative and subject to change depending upon the requirement during the contract period. Area minimum 20,000 sq ft (+/-) 10%. CFA operator should be able to provide additional approx. 20,000 sq ft area in case of exigency.
- 1.5 **CFAs 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 and Transportation of Consignment to CFA from port
 - Stores Management - Receipt, Storage, Handling and Issue
 - Inventory management - inventory status and accuracy
 - Receiving and scheduling orders for supply
 - Billing to customer and receipt of payment thereof, deposit of payment to the bank and any other Invoicing documents as required by LIOC
 - Compliance with local statutory requirements
 - Implementation of quality system as advised by LIOC
 - Any other related job as directed by LIOC

All conditions mentioned in the Tender format are construed to have been read, understood and accepted by the Tenderers.

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SECTION II
NOTICE INVITING TENDER (NIT)

LIOC invites tender through physical bidding system for Sri Lanka.

Details of the Tender:

1	TENDER NO	LIOC/BIT/CFA/PT/2023
2	Name of the work & Location	TENDER FOR APPOINTMENT OF I. CARRYING & FORWARDING AGENT (CFA) II. CLEARING & TRANSPORTATION FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA
3	Type of Tender	Public tender in two bids
4	Start date & time for downloading /purchasing of tender by bidder	09:00 HRS on 01 st May 2023
5	Seek clarification start date & Time	01 st May 2023 at 11:00 HRS
6	Seek clarification end date & Time	04 th June 2023 at 16:00 HRS
7	Start Date & Time for submission tender by Bidder	01 st May 2023 at 11:00 HRS
8	End date & time for submission of tender by bidder	05 th June 2023 at 11:00 HRS
9	Date & time of opening of bid	05 th June 2023 at 11:00 HRS or anytime thereafter.
10	Cost of tender document	Bidders are required to download the tender documents free of cost from LIOC website (http://www.lankaiooc.com) after registering into our tender site: (http://www.lankaiooc.com/tenders/) using registered user ID Rs. 2500/- (non refundable / non transferable) for collecting physical documents 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.
11	Estimated tender value	LKR 68.66 million (sixty-eight point six six million) per Year

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12	Bid Bond (BB)	LKR 350,000 for bidding of operation 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. The original DD/BG shall be submitted	
13	Contact Person:	Swapan K. Haldar Sr. Vice President Lubes (M&P) Email: skhaldar@lankaio.com Mobile: 075 927 8687	Lakmina Thilina AM - Lube Operations, Email: thilina@lankaio.com Mobile: 075 927 8051
14	CONTRACT PERIOD	1.1 CFA will enter into an agreement with LIOC for operating the CFA as per prescribed format. 1.2 The contract will be valid for 2 year 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 1 year 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. In case the contract is not renewed after one year on mutually agreed rates, terms & conditions, LIOC will have discretion to extend the contract for three month on the same rate, terms & conditions.	
15	Volume Handled – Bitumen	Expected monthly offtake of 1,000 MT per month and expected volume of Product to be stored by CFA on behalf of LIOC: 1,500 MT. The above figures are indicative and subject to change depending upon the requirement during the contract period.	
16	Mode of Selection	1.3 Evaluation of tenders: A. For Carrying & Forwarding Agent (CFA) Techno-Commercial Bid (Unpriced) of the tenderers will be evaluated based on total marks scored against individual items mentioned in the “Techno-Commercial Bid Evaluation Sheet”.	

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	Total marks obtained in Techno-Commercial Bid by the tenderers will be displayed on the office notice board before opening of Price Bids. Price Bid of the tenderers who qualify in the Techno-Commercial Bid shall only be opened. Tender will be finally evaluated on the basis of the score/ marks arrived using following formula for individual qualified parties in Techno-Commercial Bid:				
	<table><tr><td>Technical Score obtained by party</td><td>Lowest price quoted by any technically qualified Party</td></tr><tr><td>Total Score = $\frac{\text{Technical Score obtained by party}}{\text{Highest Technical Score Obtained by any party}} \times 67\% +$</td><td>$\frac{\text{Lowest price quoted by any technically qualified Party}}{\text{Price quoted by Party}} \times 33\%$</td></tr></table>	Technical Score obtained by party	Lowest price quoted by any technically qualified Party	Total Score = $\frac{\text{Technical Score obtained by party}}{\text{Highest Technical Score Obtained by any party}} \times 67\% +$	$\frac{\text{Lowest price quoted by any technically qualified Party}}{\text{Price quoted by Party}} \times 33\%$
Technical Score obtained by party	Lowest price quoted by any technically qualified Party				
Total Score = $\frac{\text{Technical Score obtained by party}}{\text{Highest Technical Score Obtained by any party}} \times 67\% +$	$\frac{\text{Lowest price quoted by any technically qualified Party}}{\text{Price quoted by Party}} \times 33\%$				
	The tenderer scoring maximum score/mark in the evaluation as at 1.4 above shall be the lowest tenderer (L1). The lowest tender shall mean lowest acceptable rate quoted by the L1 party (with or without negotiations as the case may be) after following the Corporation's rules on bid comparison. Subsequent ranking of the tenderers in the tender (L2, L3, L4) will also be as per evaluation in the same manner. A panel list will be displayed after opening of price bid on the office notice board. B. For Clearing & Transportation Tender will be evaluated among the technically qualified parties on lowest net delivered rate from Port to CFA. L1 party will be decided accordingly. The Company is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part. C. Distribution of Business The Bidders are required to submit their bid strictly as per the price format enclosed as Section VII. The Bidder is required to quote for both the items (A & B) for which quotes are being requested. In case a bidder does not quote for all item, Lanka IOC reserves the right to not to consider this bid for further evaluation and consideration.				

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	The "Grand Total" (item A & B) will be considered for the purpose of determining the lowest bidder. The Bidder which quotes the minimum amount as per "Grand Total" will be considered as the L-1 Bidder. Negotiations, if required may be carried out with the L-1 Bidder at the sole discretion of the company. The company reserves the right to ask the L-1 bidder to match the lowest quotes received by another bidder for any specific item (A or B) as per Price Bid. In case L-1 Bidder is not able to match the lowest bid for any particular item (A or B), the company reserves the right to award the contract to that bidder which is lowest bidder with regard to that particular item (A or B). Lanka IOC reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any value below or above the tendered value without assigning any reason thereof. Company also reserves the right to split the policy between two or more bidder if necessary. Such a step shall not form the basis for alteration of rates. The Company is not bound to accept the lowest rate for any tender. The decision of the Company in this connection will be final. D. Award of Contract The successful tenderer will be initially issued a Letter of Intent (LOI) by LIOC. LOI Holder will have to make available all the required infrastructure facilities and fulfill all other conditions as mentioned in the LOI/tender within 120 days from the date of issuance of LOI, failing which LIOC shall have the right to resort to actions as deemed fit, including cancellation of LOI. LIOC at its sole discretion may extend the validity of the LOI depending upon the reasons for delay in fulfillment of the conditions precedent and development of required infrastructure facilities. On successful completion of all the conditions precedent as mentioned in the LOI and development of required infrastructure facilities within the stipulated timeframe or extended timeframe, as the case may be, LIOC will issue a Letter of Appointment (LOA) to the LOI holder. In case, LOI of L1 candidate is cancelled, LIOC will have the sole discretion of issuing fresh LOI to the L2 candidate as per the empanelled list and so on till the last empanelled candidate is issued LOI provided they match the rate finalized with L1.
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17	Pre-qualification criteria	<u>For Proprietary Concerns:</u> a. Annual turnover should be at least to the extent of LKR 35 million during any of proceeding three completed financial years ending 31st March 2023 for party quoted for both the items. b. If a Tenderer, being an individual, carries on business under different business names/concerns and applies in the name of anyone of such business names/concerns, then the Turnover and other financial ability of all such business names/concerns will be considered. c. Tenderer should have at least one year's experience prior to the date of advertisement in handling CFA operations/Warehouse management in any one of the last five years preceding the date of advertisement and should have the ability to arrange for transportation for clear the cargo. d. In addition to above, the following conditions are also to be fulfilled by the tenderer: Citizen(s) of Sri Lanka, minimum 25 years of age on the tender closing date and not have been convicted in any court of law. e. The tenderers who have been terminated by LIOC on account of non performance/malpractices of any of channel like Petrol Shed /SSI/SMS/ CFA/Distributor shall not be eligible for selection of CFA. <u>For Partnership Firms:</u> a. Annual turnover should be at least to the extent of LKR 35 million during any of proceeding three completed financial years ending 31st March 2023 for party quoted for both the items. b. Turnover of the tenderer (partnership firm) will be considered. c. Tenderer should have at least one year's experience prior to the date of advertisement in handling CFA
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		operations/ Warehouse management in any one of the last five years preceding the date of advertisement and should have the ability to arrange for transportation for clear the cargo. d. The tenderer (Partnership firm) should be registered in Sri Lanka. e. In addition to above, the following conditions are also to be fulfilled by all the partners individually of the proposed CFA: Citizen(s) of Sri Lanka, minimum 25 years of age on the tender closing date and not have been convicted in any court of law. f. The tenderers who have been terminated by LIOC on account of non performance/malpractices of any of bitumen channel like Petrol Shed/Distributor/ SSA/SSI/ SMS/CFA shall not be eligible for selection of CFA. <u>For Limited Companies/Co-Operatives:</u> a. Annual turnover should be at least to the extent of LKR 35 million during any of proceeding three completed financial years ending 31st March 2023 for party quoted for both the items. b. Tenderer should have at least one year's experience prior to the date of advertisement in handling CFA operations/ Warehouse management in any one of the last five years preceding the date of advertisement and should have the ability to arrange for transportation for clear the cargo. c. The tenderer should be registered in Sri Lanka. d. The tenderer who has been terminated by LIOC on account of non performance/malpractices of any of bitumen channel line Petrol Shed/SSA/SSI/SMS/ CFA/ Distributor shall not be eligible for selection of CFA.
18	Essential documents for uploading with Techno-commercial Bid	1) Audited Accounts (Profit & loss Account, balance Sheet along with all annexure) for previous 3 years ending 31.03.2023. 2) Copy of a letter from the banker of the tenderer stating the current limit of the tenderer.

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		3) Copy of the documents/instrument submitted as own capital . 4) Experience - Copy of (a) CFA agreement covering period or equivalent documents (b) Work order covering period with value of the contract or equivalent documents. 5) Truck / forklift details: (a) For lease Truck for transportation & forklift for loading / unloading - Consent letter from owner along with copies of vehicle registration certificate (b) For own truck/ forklift; copies of vehicle registration certificate. 6) Copies of at least any one of these documents should be submitted along with the offer (Passport/NIC certificate) where date of birth is mentioned. Applicable for Proprietary & Partnership Firms 7) Copy of letter stating that Tenderer has not been terminated from the contract of bitumen channel line SSA/SSI/SMS/CFA/Distributor/Petrol Shed by LIOC on account of non performance/malpractices. 8) Affidavit confirming that the tenderer has/have not been convicted under court of law
19	Other documents for uploading with Techno-commercial bid	1) Certificate of Incorporation in case of Company 2) Partnership deed in case of Partnership firm 3) VAT/NBT registration or proof of application 4) Registration with Sri Lanka Customs and Sri Lanka Port Authority for clearing & handling of cargo. 5) Power of Attorney (Authorization for signing of tender documents, participating into the tender and participate in the interview
20	Date of verification of original documents & interview	Will be informed after opening of Technical Bid. Additional documents may be asked to the tenderer to submit if required by LIOC except following documents: Bid Bond, Price Bid, tender fee
21	Area of Operation	As advised by LIOC (All customers on entire Island and receipt of product from at Colombo Port). Godown must be located within 40 KM from the Port of Colombo (one way).

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22	Scope of Works	A. Carrying & Forwarding Agent (CFA) will be responsible for following day to day activities: 1. Coordination / Liaison with Sri Lanka Customs 2. Coordination / Liaison with Import Controller, Sri Lanka 3. Coordination / Liaison with Sri Lanka Ports Authority 4. Coordination / Liaison with Shipping Agents 5. Coordination / Liaison with Bank 6. Coordination / Liaison with Insurance Company 7. Clearing and Transportation of Consignment 8. Compliance with local statutory requirements 9. Implementation of quality system as advised by LIOC 10. Any other related job as directed by LIOC B. Clearing & Transportation will be responsible for following day to day activities: 1. Stores Management - Receipt, Storage, Handling and Issue 2. Inventory management - inventory status and accuracy 3. Receiving and scheduling orders for supply 4. Dispatching products to Channel partners 5. Billing to customer and receipt of payment thereof, deposit of payment to the bank and any other Invoicing documents as required by LIOC 6. Compliance with local statutory requirements 7. Implementation of quality system as advised by LIOC 8. Any other related job as directed by LIOC
23	Offer validity	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.
24	Security Deposit	Successful tenderer has to submit 100% product security Approx. LKR 400 million before placement of LOA/agreement signing. Security deposit can be given in the form of Bank Guarantee or thru' Insurance Coverage.
25	IMPORTANT INSTRUCTIONS	
	Only Physical bids will be accepted. Bidders shall sign & put their seal on all the documents to be submitted in favor of their credentials and submit the same along with their offer before the due date & time. Late bids shall not be accepted. The bidders are advised not to wait till the last minute of submission date / time for submitting the bid documents and ensure submission of their bids	

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	well in advance of the closing date. LIOC does not undertake any responsibility if the bidders are unable to submit their bids due to any reason whatsoever or otherwise and no claims shall be entertained. Conditional offers are liable for rejection. Bidders must fill-up the undertakings in the tender document and put seal and signature. This document then should be submitted. LIOC reserves the right to accept/reject any or all bids or to split the work amongst various tenderers or to award only part of the work or cancel the total bid process without assigning any reason whatsoever. The bidder shall bear all costs associated with their bid including costs and expenses relating to the visits to the site etc and LIOC will in no case be liable for these costs regardless of the outcome of the bidding process. Tenderer is advised to refrain from submitting any false, forged documents, the penalty for which shall be severe including holiday listing/blacklisting. At the cost of repetition, we would like to emphasis that the quality of service and timely execution is of paramount importance and under no circumstances these shall be allowed to be diluted. The tenderer are advised to take note of the same. Clarifications with respect to tender shall be obtained from LIOC during pre bid Meeting only. The clarification asked /given shall become a part of tender Conditions and the same shall be also submitted duly signed by the bidders along with bid of tender. Any sort of canvassing by the tenderer shall result into outright rejection of their offer.
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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,
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12	Signature of Tenderer	
	Name of Tenderer :	
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SECTION III

IMPORTANT INSTRUCTIONS TO TENDERERS

NAME OF WORK: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

1.0 Minimum Pre Qualifying Criteria (PQC):

- a. Annual turnover should be at least to the extent of 35 million during any of proceeding three completed financial years ending 31st March 2023 for party quoted for both the items.
- b. Tenderer should have at least one year's experience prior to the date of advertisement in handling CFA operations/ Warehouse management in any one of the last five years preceding the date of advertisement and should have the ability to arrange for transportation for clear the cargo.
- c. The tenderer should be registered in Sri Lanka.
- d. The tenderer who has been terminated by IOC on account of non performance/malpractices of any of bitumen channel line Petrol Shed/SSA/SSI/SMS/ CFA/ Distributor shall not be eligible for selection of CFA.

2.0 Closing date and time of submitting Tender: 05th June 2023 at 11:00 HRS.

3.0 Bid Bond (BB):

3.1 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.

The Tenderers will have to deposit Bid Bond of **Rs. 350,000** for bidding

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

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Demand Draft/Bank Guarantee (as per prescribed format) in favor of Lanka IOC PLC payable at Colombo.

- 3.2 Bidders failing to submit Original DD/BG before the tender closing date and time will be liable for summary rejection.
- 3.3 If Bid Bond submitted thru' BG, BG validity should be at least 180 days from the closing date of the tender.
- 3.4 IF Bid Bond submitted thru' DD, no interest will be paid.

4.0 Area of Operation:

- 4.1 CFA will be required to handle the operation all over the country as advice by LIOC

5.1 Clearing & Transportation

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, CPSTL Operations, etc.

- 5.1.1 Coordination / Liaison with Sri Lanka Customs
- 5.1.2 Coordination / Liaison with Import Controller, Sri Lanka
- 5.1.3 Coordination / Liaison with Sri Lanka Ports Authority
- 5.1.4 Coordination / Liaison with Shipping Agents
- 5.1.5 Coordination / Liaison with Bank
- 5.1.6 Coordination / Liaison with Insurance Company
- 5.1.7 Clearing of Consignment
- 5.1.8 Feedback and Market Information
- 5.1.9 Transportation from Port to Warehouse - The CFA should have the ability to arrange vehicles to clear the each and every shipment within free period (3 days) without any demurrage charges. The minimum handling capacity is 1000 MT per month which is equal to average 50 containers. Age of the Vehicles should be as per Govt. stipulation.

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5.2 Unloading/loading and other Facilities:

Unloading and loading will be facilitated by forklift. For this, the CFA Operator would need to provide all equipments and infrastructure like forklift, weighing machines, etc. In addition to this the CFA would provide upkeep of the premises.

CFA applicant can take vehicles (trucks and forklift) on hire from other transporters. Letter for intend to hiring from other transporter of the vehicles are to be submitted with the Technical Bid before placement of LOA. Letter should be in favour of the firm which has applied.

6.0 Storage Facilities:

The Storage facility: **Covered or uncovered**

- (1) Minimum area requirement 20,000 (+/-) 10% and CFA would be in a position to provide additional area upto 20,000 sq ft with a short notice.
- (2) Asphalt/concrete floor would be provided by CFA.
- (3) Proper Boundary wall/fencing to ensure safety and security of the product
- (4) Proper drainage facility to avoid water logging and vegetation/develop mosquito & other insects.
- (5) Yard lighting
- (6) Passage for truck/container movement
- (7) Parking space for container
- (8) Drum Storage: 2 - high to be maintained by CFA Operator.
- (9) Office for documentation, visitor room etc
- (10) Distance of Godown from Colombo Port should be within 40 KM

All arrangements for working as CFA shall be done by CFA at no extra cost to LIOC.

7.0 Communication and Information Systems:

- 7.1 The CFA would need to have adequate no. of computers, printers, a modem for communication, a fax, broadband or any other high speed internet connectivity and a telephone connection.
- 7.2 The communication and information systems should be able to operate all software (including SAP) as specified and provided by LIOC

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
Due on 05 June 2023 at 11:00 hrs

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8.0 MANPOWER REQUIREMENTS:

The following manpower needs to be employed by the CFA:

ACTIVITY	NO. OF PERSONNEL
Manager to oversee the entire operations of the CFA	1
Accounts, Banking, Excise and Tax officers: To carry out work related to customers clearings and other relevant documentations, bank and receivables management, billing and solve any queries on tax related issues and maintain accounts and generate reports as per LIOC requirement	1
Wharf clack	1
Loading / Unloading In-charge To monitor stocks, receive and despatch goods, co-ordinate with transporters, co-ordinate with LIOC, set-up and provide timely feedback to LIOC HQ	2
Skilled/Unskilled Workmen	8
Security Guard	6
Forklift Operator	2

The above is indicative only. CFA will be responsible for providing adequate no. of Security personnel & manpower for smooth working of all operations at no extra cost to LIOC.

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SECTION IV

Parameters & scoring system for Technical Evaluation

NAME OF WORK : TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

The parameters to be used for technical evaluation of all bids along with the weight ages and scoring system for each parameter is given in the following table:

Parameter	Maximum Weightage	Description	Scoring System
Infrastructure: Land & Godown Area	30	1. Location on Highway/A/B Road	
		• on the Highway/A/B	10
		• upto 5 km from Highway/A/B	9
		• beyond 5 km from Highway/A/B	8
		2. Ready availability of developed land as specified on the tender (leased or owned)	8
		3. Ready availability of godown as specified on the tender (leased or owned)	8
		4. Owned vs Leased land	
		• Owned	4
Financial Ability (based on verification by selection committee of financial assets/claims)	25	• Leased (intend to do lease for more than 10 years), letter to be attached)	3
		1.Turnover from existing business (10 marks)	
		- Meeting the minimum qualifying criteria for turnover	7
		- Two times minimum turnover or more	8
		- Five times minimum turnover or more	9
		- Ten times minimum turnover or more	10
		2.Current Limit from Banks (7 marks)	
		Less than ¼ times of minimum qualifying criteria for turnover	4
		Equal to ¼ times or more of minimum qualifying criteria for turnover	5
		Equal to ½ times or more of minimum qualifying criteria for turnover	6
		Equal to or more than the minimum qualifying criteria for turnover	7
		3.Own Capital Employed (8 marks) *	
		Less than ¼ times of minimum qualifying criteria for turnover	6
		Equal to or more than ¼ times of minimum qualifying criteria for turnover	7
		Equal to or more than ½ times of minimum qualifying criteria for turnover	8
Experience in handling CFA operations in	25	1.Experience in handling Bitumen or related industries	
		- Lanka IOC PLC	10
		- Other	9

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		2.No of years of handling CFA operations (as on submission of date of tender)	
		- More than 5 years	8
		- More than 3 years	7
		- More than 1 years	6
		3.Geographical area handled (7 marks)	
		- Entire Island	7
		- Part of the Island	6
Transportation Capability	10	Availability of transport - Container handling truck	
		- 100 % of requirements	10
		- 75 % of requirements	9
		- 50 % of requirements	8
		- 25 % of requirements	7
Business Capability (through interviews)	10	1. Business Acumen,	(0-10)
		2. Knowledge in the areas of Excise, VAT & Banking	
TOTAL	100		

A tenderer will need to get a minimum overall score of at least 50 (Fifty) to technically qualify in the tender.

***Owned Capital** – Free and un-encumbered bank balances/Fixed deposits/Other Govt securities or any other documents/resource which can be readily converted to liquid cash to cover working capital/infra structure requirements. All resources should be available prior to due date of tender. In case of proprietorship firm the owned capital should be in the name of proprietor/firm. In case of partnership firm the owned capital should be in the name of partner/partners/firm. In case of co-operative society or limited company the owned capital should be in the name of the society /company.

Interview of bidders will be conducted by TCC after verification and evaluating all other parameters of the Technical Bid.

Who can sign the bid and appear for the interview

Type of Bidder	Person to appear for interview
Individual/Proprietorship firm	Individual/Proprietor
Partnership firm	All the Partners
Co-Operative Society	Any office bearer of the society authorized by society for the purposes. The person should produce the authorization document at the time of interview to the TCC
Limited Company	Any office bearer of the company authorized through Board resolution for the purposes. The person should produce the Board resolution at the time of the interview to the TCC

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Section - V
SPECIAL INSTRUCTIONS TO TENDERERS

TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

- 1.0 **COST OF BIDDING:** The bidder shall bear all costs associated with the preparation and submission of the bid.
- 2.0 **BIDDING DOCUMENTS:** The bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. The invitation to bid together with all its attachments thereto shall be considered to be read, understood and accepted by the bidder, unless deviations are specifically stated in seriatim by the bidder. A separate "List of deviations", if any, should be attached with the Techno-Commercial Bid of the tender and not with the Price Bid.
- 3.0 **AMENDMENT OF BIDDING DOCUMENTS:** At any time, LIOC may modify the Bidding Documents by amendment thereto. The amendment will be notified in writing and will be binding on bidders.
- 4.0 **LANGUAGE OF BID:** Bid and all correspondence/drawings and documents relating to the bid exchanged between the bidder and LIOC shall be in ENGLISH language.
- 5.0 **LATE BIDS:** Any bid received after the last date and time for submission of bids prescribed, shall stand rejected.
- 6.0 **OPENING AND CLARIFICATION OF BIDS :**
 - 6.1 Techno-Commercial Bid (Un priced) shall be opened at the specified date and time.
 - 6.2 Parties who's Techno-Commercial Bids are found acceptable, shall be intimated the date and time of opening of Price Bid, as decided by LIOC. Price bids may be opened in presence of the attending tenderers.
 - 6.3 Price Bids of Tenderers who have not been accepted during Techno-Commercial Bid Evaluation shall be rejected without further consideration.

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- 6.4 To assist in the scrutiny, evaluation and comparison of bids, LIOC may, at their discretion, request clarifications on the bid from the tenderers.
- 6.5 LIOC shall not be bound to accept lowest or any tender and reserve the right to accept one or more tenders in part. The decision of LIOC in this regard shall be final.
- 6.6 LIOC may ask/accept additional documents are required for evolution of the bid documents.
- 7.0 **Bid Bond (BB):**
- 7.1 Tenderers are required to deposit an amount **Rs. 350,000 for bidding of the operation** towards Earnest Money Deposit in the form of instruments like Demand Draft / Bank Guarantee in favour of Lanka IOC PLC. Tenderer payable at Colombo along with their Techno-Commercial Bid. BB payment shall not be linked to any other transactions. **Validity of the BB should be minimum 180 days from the due date of the tender.**
- 7.2 The format for Bank Guarantee is enclosed.
- 7.3 Cheque will not be accepted as BB. No interest will be payable by LIOC on Earnest Money. The Cash Receipt issued by LIOC should be carefully preserved by the Vendor and has to be surrendered for refund.

Details of Bid bond (BB)

EARNEST MONEY DEPOSIT (THE BB IS TO BE PAID BY DEMAND DRAFT/BG)

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

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7.4 **Bid Bond (BB) WILL BE FORFIETED IN THE EVENT OF**

- (a) Withdrawal of offer while the offer is under consideration during the validity period.
- (b) Tenderer not accepting LOI / Work Order, if placed without prejudice to our rights to recover damages on account of breach of contract.
- (c) Any unilateral revision made by the tenderer during the validity period of the offer.
- (d) If the Tenderer commence deliveries and also lodges Security Deposit in the manner and within the period specified, LIOC shall return forthwith the Bid Bond but without any interest thereon. If, however, the Tenderer fails or refuses to so commence deliveries and/or to so lodge with LIOC the Security Deposit and/or withdraw/revise upward their offer before placement of order or expiry of validity whichever is earlier, the Bid Bond will be forfeited by the Corporation, but without prejudice to all LIOC'S rights to recover any loss or damage LIOC may suffer by reasons of such refusal or failure to commence deliveries and/or lodge the Security Deposit.

8.0 **REFUND OF Bid Bond (BB):**

BB paid against the tender is refundable to the unsuccessful tenderers on finalization of the tender and on placement/acceptance of order by successful tenderer. The unsuccessful tenderer will be intimated immediately after the finalisation of tender/placement of Work Order and the bid Bond will be returned to them on submission of Cash Receipts. BB paid against the tender is refundable to the successful tenderer on fulfillment of all the terms and conditions of LOI and after placement of LOA.

9.0 **RATE:**

Bidders shall quote their lowest, net and firm rates that will remain firm upto the expiry of validity period and when order is placed until satisfactory completion of the order. Statutory levies as applicable will be paid by the CFA and the same shall be reimbursed by LIOC on submission of the original documents. The price shall be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the completion of the order. Delivery charges towards transportation are subject to escalation/de-escalation for LAD as per the formula.

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10.0 **VALIDITY:**

The rates quoted against this Tender shall be valid for a period of 120 (One hundred and Twenty) days from the date of opening of the tender. Once the quotation is accepted and the order is placed on the successful tenderer, the rates shall be valid for the entire period of contract.

11.0 **CFA Agreement/Renewal:**

For Carrying & Forwarding Agent (CFA)

- 11.1 The CFA will enter into an agreement with LIOC for operating the CFA as per prescribed format attached SECTION XII - CFA DRAFT AGREEMENT. The contract will be effective from the date of execution and will be valid for 1 year from the date of commissioning of the CFA.
- 11.2 The contract will be valid for 2 year from the date of commissioning of CFA and renewable for future periods on mutual consent and can be renewed for maximum period of one year based on mutually agreed rates, terms & conditions.
- 11.3 In case the contract is not renewed after one year on mutually agreed rate, terms & conditions, LIOC will have discretion to extend the contract for three month on the same rate, terms & conditions.
- 11.4 LIOC will reserve the right to terminate the contract without assigning any reason and without liability to pay any compensation upon giving the CFA six month notices in writing.

For Clearing & Transportation

- 11.5 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.
- 11.6 The contract will be valid for 2 year 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 1 year 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.

- 12.0 **BREACH OF TERMS :** If any loss is caused to LIOC on account of any breach of terms by the CFA or any reason whatsoever, the CFA shall keep LIOC fully indemnified.

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13.0 ARBITRATION OF AGREEMENT:

The Agreement shall be covered by LIOC's Standard Arbitration Clause

14.0 TERMINATION OF AGREEMENT:

14.1 LIOC will reserve the right to terminate the contract without assigning any reason and without liability to pay any compensation upon giving the CFA six 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.

14.2 If CFA 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 CFA 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

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

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 CFA has concealed any information, which if disclosed, would be in the opinion of the authorized representative of the Company whose decision shall be final and have dis-entitled him to the appointment as a CFA.

f) 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 CFA.

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- g) If the successful tenderer shall deliberately contaminate or tamper with the quality of Bitumen supplied by LIOC.
- h) 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.
- i) If the CFA shall either by himself or by his servants or agents commit or suffer to be committed any act which in the opinion of authorized representative of the Company whose decision in that behalf shall be final, is prejudicial to the interest or good name of the Company or its products, the Managing Director, of LIOC shall not be bound to give reason for such decision.

15.0 **Supervision / Operation:**

The CFA shall under his/her personal charge and supervision operates the godown and provides all necessary staff including Watch and Ward at his/her own cost. All manpower required for CFA operations should be physically present at the CFA location.

16.0 **Statutory Regulations:**

16.1 CFA shall comply with all statutory rules and regulations from time to time including those relating to Sri Lanka Labour Department, Provident Fund, etc., and shall indemnify LIOC against any claim or demand arising out of this non-compliance.

16.2 In addition to above, if any other licenses are required to be taken by the CFA.

17.0 **Safety & Security:**

CFA shall be responsible for the safety of stocks and records and other assets of LIOC in his possession. For the purpose, CFA shall arrange for necessary security systems and personnel in the warehouse and offices at no extra cost to LIOC. All safety equipments like fire extinguishers, sand buckets as directed by LIOC will be provided by CFA. Any damage / loss of finished bitumen given by LIOC or any other asset either in the premises of CFA or during transit to LIOC's customers shall be on CFA's account solely without any extra cost to LIOC.

18.0 **Loss / Damage to Quality / Quantity:**

18.1 In the event of any loss or damage to the bitumen stocked in the godown for any reason or circumstances whatsoever such loss or damage is with reference to

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quality or quantity of the said stock, or with reference to any other property or article of LIOC in the custody of the CFA as ascertained and / or certified by LIOC shall be absolutely binding on the CFA and 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.

- 18.2 The CFA shall take prompt action to segregate leaky drums under intimation to concerned LIOC office to minimize product losses.
- 18.3 To avoid generation of Slow Moving Dead Stocks (SMDS), the method of First in First out (FIFO) to be adopted by CFA.
- 19.0 **Execution of Orders:**
- 19.1 The CFA shall execute all orders placed on LIOC ex-CFA on behalf of LIOC. All billing will be done by the CFA for sale ex-CFA in the name Lanka IOC, at the prevailing general Trade rates as advised by LIOC.
- 19.2 Performance of CFA will be evaluated by Performance Management System and CFA will maintain / improve their rating by undertaking continuous improvement actions.
- 19.3 LIOC shall have the right to meet the bitumen requirements of any customer/s directly from any other location in the area operated by any CFA without assigning any reasons.

20.0 Communication and Information Systems:

- 20.1 CFA will have adequate no. of computers and printers, a modem for communication, a fax, broadband or any other high speed internet connectivity for better communication, on a PC isolated from the other PCs that are on LAN and a telephone connection as directed by LIOC.
- 20.2 CFA shall provide at their own cost computers with CD writer, along with sufficient no. of dot matrix printers, LAN, switch, cable and suitably rated UPS compatible with the software (SAP any other software) to be provided by LIOC for day to day operation and documentation. Configuration of the hardware will be provided by LIOC. CFA need to have a scanner and fax.
- 20.3 Suitable anti-virus software shall be installed with regular updates on the Operating System. Wherever anti-virus license fees are required, shall be borne by CFA.

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- 20.4 Wherever WAN is provided in connections with the implementation of SAP, CFA shall extend help in the necessary co-ordination with SLT/Dialog/etc for stable connectivity.
- 20.5 CFA shall apply and take an e-mail ID in the LIOC mail box (Lotus notes) and shall use that ID for all official communications.
- 20.6 CFA shall agree to abide by the rules and policies followed by LIOC on Information Technology on those PCs that are anytime connected to the WAN of LIOC. PCs or laptops that do not abide by such rules & policies shall be used in isolation from the computers that are connected to the LAN/WAN.
- 20.7 The communication and information systems provided should be able to operate all software (including SAP) as specified and provided by LIOC. SAP software will be provided by LIOC, free of cost to CFAs. The communication / information system should be compatible with SAP and Outlook Xpress mail system of LIOC.

21.0 Joint Inventory:

- 21.1 Joint Inventory checking by the CFA & LIOC personnel or their authorized representative will be taken once a month. In the event of any shortage observed during the joint inventory, the value thereof will be recovered forthwith from the CFA at the prevailing rate.
- 21.2 The standard format of LIOC will be adopted for taking such inventories, which will be jointly signed by the CFA and authorized officer or representative of LIOC.

22.0 Scope of Work for clearing of shipments

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

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

- Obtaining approval for clearance of vessel / shipment on provisional basis in case the final invoice / documents are not available.
- Framing Customs Entry and depositing provisional deposit entry to the Long Room
- Obtaining approval from the Appraiser, Duty Checking Officer, Superintendent of Customs and registering at the Customs 'D' Branch;

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Major Activity:

- 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;
- 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.

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 License;
- b. Obtaining Import License;
- c. Payment of Import 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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Coordination / Liaison with Sri Lanka Ports Authority w.r.t the following works but not limited to the following:

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

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

- Obtaining the delivery charges;
- Payment of delivery charges;
- 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.
- Obtaining Delivery Order to be issued to Receivers by Agent, on instructions of Charterers / Party's concerned;
- NOR to be tendered to the Receivers on Board after berthing by Vessel Agent;
- Return of Containers within free time. No demurrage is payable on account of transport/containers
- Payment of all statutory and allied charges to Shipping Agents / Statutory Agencies;
- B/L Endorsement, if required;
- Shipping guarantee cancellation after original BL received;

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

- Collection of Payment for Custom Duty, SLPA Charges etc. and depositing the same to the concerned authorities and obtain receipt of payment;
- Submission of document for the bank endorsements;
- Collection of Documents after obtaining bank endorsements;
- Cancellation of Shipping guarantee after arrival of original documents;
- Liaising with Bank of Ceylon for obtaining Payment Certificate for the purpose of finalization of customs entries / applying for refund.
- Obtaining link between the Bank & Customs to clear the shipments;

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

- Coordination with Insurance company w.r.t insurance claims, inspections, if any'
- Coordination with the Surveyor if any losses;

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Seal :

Date :



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Sri Lanka

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- c. Coordination for the payment of insurance charges relating to export/import of product/material

Feedback and Market Information:

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

Container Deposit/Port Demurrage

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.

Any other:

Placement of at least one dedicated person at LIOC HO for coordination of all the above activities

To include any other activities not included above but are incidental to smooth operation of clearing and forwarding of import / export consignment.

23.0 Details of Activity / Operational Function:

- 23.1 Receipt of stocks, unloading and store in proper manner as per the directives of LIOC and allocate supply on day -to- day basis as per direction given by LIOC from time to time.
- 23.2 Maintain documents relating to daily receipts, inventory accounting, indenting for stocks, daily issues and closing stock for each grade and package in each category as per formats / instructions given by LIOC from time to time.
- 23.3 Any related correspondence / documentation of handling operation for and on behalf of LIOC.
- 23.4 Details of products:

Packages involved

1. Bitumen Barrels

Average weight of each package

180 kg

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24.0 Loading / Unloading Operation and other Operational Functions:

- 24.1 Receiving the products from the loading/unloading platform of CFA's premises to using material handling equipment specified by LIOC and stacking on grade-wise segregation and de-stacking and other related activities as a composite function whenever required. Any drum/product damage while storage at CFA premises due to negligent handling by CFA, the cost will be recovered & the CFA will arrange necessary correction thereof, at his cost.
- 24.2 All drums would be stored in vertical position.
- 24.3 Required aids for storage will be provided by the CFA at his/her own cost for all storage operation based on operating & inventory requirement.
- 24.4 Quality checks at the time of receipt of consignment will be carried out by LIOC and copy of the same will be available at CFA from time to time and specified records maintained.
- 24.5 Provide weighing machines of 200 kg capacity to weigh the drums at the time of receipt.
- 24.6 The CFA will arrange all the loading facility of consignment as per instruction of LIOC.
- 24.7 Undertake repainting of the barrel as required and re-stenciling after painting as directed by LIOC from time to time and cost will be borne by CFA.
- 24.8 Collecting samples from drums and transporting the sample to LIOC's concerned Office / testing laboratory as per instructions of LIOC from time to time.
- 24.9 Provide fire extinguishers and other safety equipment as determined by LIOC (10 no. 10 kg DCP).
- 24.10 Disposal of stocks as per instructions and guidelines of LIOC.

25. Documentation:

- 25.1 The following documentation will be maintained by the CFA:
- All the product clearing document
 - Product Transaction (receiving & issue) Report
 - Delivery Challan cum Invoice
 - Stock adjustment vouchers
 - Monthly Summary of Packed Product Report
 - Party's Account with CFA (PAD)
 - Sales listing
 - BDS/DCR (Bank Deposit Slip/Daily Collection Record)
 - CR (Cash Receipts)
 - VAT/VAT documentation
 - Service Tax/Toll tax documents

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- Cheque/credit facility Registers, circulars & related IOMs.
- Dishonored cheques Register etc.

25.2 In addition, the CFA will also maintain any other documentation as specified by LIOC from time to time.

26.0 Guidelines for Stock Accounting:

- 26.1 Loading of packed bitumen is generally done in three types of vehicles i.e. Open, Caged or ISO containerized truck. Containerized truck should be sealed. The CFA should acknowledge for the receipt of the product by road either by container, caged or open truck. The CFA shall check the consignment for correct quantity by weighing all bitumen drums on the weighing machine (to be provided by the CFA) and shall report the loss as per existing policy of LIOC for CFA.
- 26.2 The CFA shall implement SAP from day one so that all documentation by CFA is taken care of and necessary reports can be generated.
- 26.3 In case of claimable losses/non-claimable losses, AC-6 to be prepared and for non-claimable losses write off to be obtained from competent authority on monthly basis. All such AC-6 should be duly supported by copies of respective documents with proper reasons of losses. The AC-6 shall be signed by an LIOC Officer.
- 26.4 CFA would prepare AC-131 listing for the receipt on a day to day basis and it should be sent to concern LIOC HQ along with the acknowledged documents to process the Receipt.
- 26.5 The AC-16 must be maintained properly with all receipts and issues of products accounted for on a daily basis. This is like a bin card and is the basic stock document for preparation of AC-18 / Inventory Control.
- 26.6 CFA will raise AC-4 whenever sales are affected.
- 26.7 Physical inventory to be conducted periodically and no discrepancy should be allowed in book balance Vs physical inventory. The closing stock reflected in SAP should tally with physical stock available on the last working day of the month and should be certified by an LIOC official or an authorized LIOC representative.
- 26.8 Any loss incurred during storage / handling of bitumen shall be borne by the CFA.
- 26.9 Cash Receipts should be prepared as soon as instruments of payment (viz., DD/Pay Orders, cheques) are received. DCR is prepared for depositing instruments in the bank.
- 26.10 The principles of First-In-First-Out should be followed.

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27.0 Guidelines For Sales Accounting:

27.01 Monthly Sales Closure:

The CFA will follow the monthly sales closure procedure guidelines issued by LIOC. All monthly sales report & reports on other aspects of CFA operations should reach concerned LIOC office in the required formats on or before the 3rd of every month.

28.0 Party's Account with Godown (PAD):

28.01 Separate PADs should be maintained for each customer. PAD should be maintained for sales to all customers by AC-4. PAD will be credited on the basis of Cash Receipts as and when payments or Credit Transfer Advice are received from the customers and debited as and when sales are effected to that customer or debit notes received.

29.0 Payment Modalities:

29.1 CFAs will receive payments only by DDs/ Pay Orders/RTGs/NEFT/Cheque payable in the name of LIOC. Cheques would only be accepted if specifically approved by the concerned LIOC Office.

29.2 LIOC may allow sales of bitumen on credit to their duly approved customers.

29.3 LIOC shall provide a list of Bitumen customer/distributors for extending bitumen sales on credit along with credit limit. At no point of time is the credit limit to be exceeded without written approval of LIOC. Supplies are to be released against post dated cheques, which are to be deposited in the bank on the due date. Bitumen customer/distributors etc. may replace the post dated cheque with Demand Draft before due date. In case cheque is not replaced by DD on due date, CFA to deposit the cheque on following date in the bank and intimate the customer about the same.

29.4 Extension of credit facilities to the consumer shall be advised by the LIOC, along with credit terms and limits. For effective control of credit supplied and outstanding a register is to be maintained by the CFA for all receipt of instruments by DD / Pay Order.

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- 29.5 In case of certain customers like who would provide blank cheques under instructions from LIOC, the CFA will ensure that these blank cheques are filled in and deposited on the due date as per the credit facilities extended to these customers. LIOC shall provide a list of customers with such facilities. The CFA will be responsible for ensuring safety of these blank cheques. Any financial losses incurred by the customers as a result of loss/misuse of these blank cheques will be borne by the CFA. The CFA will also maintain proper documentation with respect to these cheques including cheques received and cheques deposited. The CFA would also intimate concerned LIOC office for replenishment of these blank customer cheques.
- 29.6 Cash Receipt should be raised. BDS i.e., Bank Deposit Statement/DCR i.e. Daily Collection Report (used as a Pay-in-Slip to the Bank) should be prepared and the instrument should be deposited with the Bank on the same day or latest by the next working day. In other words, no collection will be allowed to remain with the CFA beyond 24 hours except in cases of Bank holidays when the instruments should be deposited on the immediate next working day of the Bank.
- 29.7 Wherever LIOC has sanctioned cheque facility along with credit facility, it has to be ensured that cheques accepted are within the sanctioned limits for cheque facility/credit facility.

30.0 Supply Modalities:

- 30.1 Sales effected by the CFA shall be on ex-godown basis

31.0 Banking:

- 31.1 LIOC will open a collection Account at a bank as decided by LIOC and the CFA will deposit the DD/ cheques received in the name of Lanka IOC to this account on the same day or latest before commencement of clearing hours on the next day. In case of bank holiday the instruments may be deposited on the first working day after holidays.
- 31.2 Payments are to be received only by DD/Pay order. Cheques can be accepted only from the customers to whom cheque facilities have been granted by the concerned LIOC office. Presently, as per policy, no outstation cheques are being accepted. However, acceptance of outstation cheques with collection charges can be allowed only as per the Corporation's policy modified from time to time for Bitumen supplies.

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- 31.3 Cheque Facility Register to be maintained for controlling the acceptance of cheques within limits.
- 31.4 Instruments received to be checked as to its correctness in all respect as any mistakes therein may lead to delayed collection.
- 31.5 All the columns in the Pay-In-Slip to be filled in the 1st copy. 1st copy needs to be sent to the bank, 2nd copy to concerned LIOC office and 3rd copy to be maintained with the CFA as office copy. Copies of Pay-in-Slips duly acknowledged by the bank with date stamps should be maintained by the CFA.
- 31.6 All bank reconciliation would be the responsibility of the CFA. The reconciled statement of account from LIOC's banker should be mailed to the Banking cell of LIOC before 5th of the succeeding month.
- 31.7 Instruments should be deposited before clearing hours as advised by the Bank so that our Collection Account will be credited on the same day of deposit.
- 31.8 Any failure to do so would attract a penalty of interest at 2% over LIOC borrowing rate for established delay on the part of the CFA as a deterrent against delay in depositing instruments.
- 31.9 In case of any dishonor of instruments, the concerned branch of the bank would advise the CFA. The CFA should immediately inform the LIOC office after complying with procedures required under Negotiable Instruments Act. The CFA should maintain follow-up with the concerned LIOC personnel and the customer in obtaining DD in lieu of dishonored instruments/interest/penalty as per policy in vogue during that period. No further supplies should be effected until the value of the dishonored instruments is received and written clearance from concerned LIOC office is obtained.
- In case of cheque dishonor, it shall be the responsibility of the CFA to stop supplies immediately to the concerned customers. Further supplies should be effected only after obtaining DD in lieu of dishonored instruments, interest and penalty as per Corporation's policy in vogue at that time. The cheque facility should be immediately withdrawn and future supplies should be made after obtaining advance payment through DD/ Pay Order only. Further restoration of cheque facility to be done as per policy with the approval of competent authority.
- 31.10 CFA to ensure that debit in LIOC's bank collection account on account of Demand Draft (DD) charges/remittances charges etc. are in line with LIOC's MOU in this regard with Banker. In case of debits in LIOC collection account on account of overdue interest, CFA to ensure that recover of same from the respective customers.

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32.0 Cancelled documents:

CFA shall ensure that if any document (be it AC4, AC-36, BDS, etc) that have been cancelled shall be defaced as "CANCELLED" and shall be filed separately and contain all the copies of such cancelled document.

33.0 Inspections:

33.1 LIOC officials or LIOC authorised representatives will be allowed to inspect the CFA godown with regard to stocks, maintenance of the records, bills, periodical returns, payments collection and deposits on demand during the working hours on any working day. Any shortages of stock noticed therein will be reported to the CFA and value of the losses will be recovered forthwith at the ruling selling prices. Any other discrepancies pointed out by the inspecting officers should be set right by the CFA promptly.

33.2 LIOC officers or LIOC authorised representatives will make mandatory inventory checks as and when required by LIOC.

34.0 VAT and other statutory Formalities:

34.1 CFA should get his/her godown registered with VAT and other statutory authorities as additional place of business of LIOC.

34.2 CFA will be responsible for providing information/reports to appropriate LIOC personnel for facilitating filing of Vat returns, vat assessments and getting cases closed. CFA will be responsible to collect VAT declaration form in support of concessional/nil rate of VAT extended to customers on VAT ex their godown under VAT law.

34.3 CFA should strictly follow all VAT formalities.

34.4 Other statutory levy – CFA shall maintain proper Register with full details. Item-wise details shall be maintained as per statutory rules & regulations.

35.0 Agreement:

35.1 The CFA will enter into an agreement with LIOC for operating the agency as per prescribed format.

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35.2 The contract will be valid for 2 year from the date of commissioning of CFA and can be renewed for maximum period of one year based on mutually agreed rates, terms & conditions.

35.3 In case the contract is not renewed after one year on mutually agreed rate, terms & conditions, LIOC will have discretion to extend the contract for three month on the same rate, terms & conditions.

36.0 Detailed break-up of costing:

36.1 The CFA shall provide the detailed costing of various items like Rental, manpower wages etc., for assessing the reasonability of the offer.

36.2 Fixed operating expenses and Statutory charges will need to be quoted separately :

37.0 Administration Charges:

All fixed operating expenses incurred by the CFA would have to be considered for quoting on a per monthly basis.

38.0 Storage Charges

In consideration of the fixed storage charges incurred by the CFA considering **up to 20,000 sq ft storage**, LIOC shall reimburse a fixed sum towards these expenses.

38.1 Additional Storage charges beyond 20,000 sq ft

A fixed rate shall be charged over minimum area of 20,000 sqft in which 13,332 drums can be stored in two high with access to Forklift operations. In case we need additional space over 20,000 sqft due to higher inventory, operator should be in a position to provide additional space.

When quoting for additional area, You shall indicate rates per sqft basis. In case if you want to offer the additional area without any charge the same may be indicated.

Area required for each drum is fixed at 1.5 sqft based on actual utilization basis.

Storage charges for additional area, in case applicable, shall be charged for the excess area over 20,000 sqft Total area utilized in a month shall be calculated by averaging the opening stocks of 1st, 10th, 20th and month end of a particular month and multiply it by 1.5 sqft / drum.

The following example explain the how the calculation is done

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	1st	10th	20th	Month end	Average
Opening stock in no of Drums	29,000	30,000	32,000	23,000	28,500
Area Required @ 1.5 sq.ft. per Drum= 28,500 X 1.5 in sq.ft					42,750
Storage Charges for additional Area	(42,750 - 20,000) x Rate per sq.ft for space				

The operator shall submit a separate bill for the storage charges at the end of each month.

37.3 The CFA shall submit a bill every month on or before the 7th day of each month for fixed operating expenses.

38.0 Unloading / Loading, Demounting/mounting Charges:

38.1 CFA will separately quote for unloading and unloading charges per barrel basis.

38.2 Statutory Tax and other statutory levies as applicable from time to time will be paid by CFA and the same will be reimbursed by LIOC on submission of the original documents.

38.3 The CFA shall submit a separate bill every month on or before 7th day of each month for service charges incurred on operation of the CFA.

38.4 Demounting & mounting charges claimed applicable on container basis with prior approval from LIOC

39 Clearing, Handling & Documentation charges

CFA will separately quote for

- Documentation pertaining to clearance per BL/Consignment
- Documentation charges of the containers
- Clearing and Handling of the Cargo per Container

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40 Delivery charges (Port to Warehouse):

Delivery charges are subject to escalation / de-escalation for LAD as per the formula given below:

- a. 60% of the transportation cost will be considered as LAD cost.
- b. The average percentage increase/decrease will be based on the LAD retail selling price at the location of the CFA. Example in case there is an average increase of 5% in LAD cost then the transportation charge will be given an increase of 3% (60% of 5%). This will be applicable on all the slabs.
- 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 CFA will be also compensated. For calculation purpose, the base rate of LAD will be the LAD rate prevailing on the date of opening of tender in that particular State/location.
- e. Levy on account of toll tax and octroi etc if any should be borne by the CFA operator.
- f. The CFA shall submit a separate bill for delivery charges every month on or before the 7th day of each month.
- g. Service tax and other statutory levies as applicable from time to time will be paid by CFA and the same will be reimbursed by LIOC on submission of the original documents.

41 Financial Guarantees / Safeguards For And On Behalf Of the Company:

- 40.1 CFA shall place a bank guarantee or insurance to cover 100% of the product held/ to be held by the CFA on behalf of LIOC and stored at the godown at the time of entering into contract. The guarantee will be valid for the entire tenure of the contract and the claim period will be valid upto at least six months beyond the expiry of the agreement.
- 40.2 The Company is entitled without being bound to do so to adjust the whole or any portion of the financial guarantees towards recovery of any amount due to them from the CFA.
- 40.3 In addition to the above Financial guarantees & Corporate guarantee the Company may take a Fidelity Guarantee through any of the Insurance Companies, as it may deem fit, to cover the losses that may be sustained by the Company by reason of any act of forgery, embezzlement, fraudulent conversion of money or goods of the Corporation, on the part of the CFA by their employees.

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- 40.5 If the CFA fails to adhere to operation schedule at any time or commits any default or violation of any of the contractual obligations or causes any delay in the performance of any of his/her obligations, the Company shall be entitled without being bound to do so, to get the work covered by the contract condition by any alternative agency or agencies at the risk and cost of the CFA and any extra expenditure, damages that might be incurred by adjusting the same against any of pending bills payable to the CFA and/or Financial guarantees and/or otherwise. However, in such an event the Company shall without being bound to do so, also be entitled to terminate the contract without any further notice to the CFA.
- 40.5 Notwithstanding anything contained herein or in any other documents, the Bitumen Operator shall be solely responsible for the safety and security of all the stocks, products, records and other assets of the Company in his possession. In the event there is any loss, damage to the said stocks, products, records and other assets of the Corporation, the Bitumen Operator shall be solely liable/responsible for the same in all respects and the Company shall be entitled to recover the said loss, damages from the Financial Guarantees or Insurance given by the Bitumen Operator.

41. **REQUIREMENT OF EQUIPMENTS FOR THE CFA GODOWN:**

S No	Requirements for the CFA godown
1	Land – minimum 20000 sq ft +/- 10% asphalted or concrete godown with office facility and also capability to provide upto 20,000 sq ft with short notice (7 days)
2	Forklift Hydraulic/Diesel driven 2 No (uninterrupted supply)
3	Weighing Machine 1 Ton 1 No
4	DG Set 25 KVA 1 No
5	Computers 2 Nos
6	Dot Matrix Printers 1 Nos
7	All In One Printer including Xerox & Fax 1 No
8	UPS 1 KVA 1 No
9	Office Furniture
10	Fire Extinguishers & Other Safety Equipments 8 Nos
11	Water Cooler 1 No
12	Lights etc
13	Water Filters / Purifier
14	Any other items as required
15	Office Facility: AC, PC, visitor sitting arrangement

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42.0 Evaluation of tenders (L1 Criteria):

A. For Carrying & Forwarding Agent (CFA)

- 42.1 Techno-Commercial Bid (Unpriced) of the tenderers will be evaluated based on total marks scored against individual items mentioned in the "Techno-Commercial Bid Evaluation Sheet".
- 42.2 Technical Bid Marks to be displayed in notice board in parameter-wise detail by TCC for all the bidders immediately after completion.
- 42.3 Price Bid of the tenderers who qualify in the Techno-Commercial Bid shall only be opened.
- 42.4 L1 would be decided based on a weighted average of technical score & price bid.
- The weightages for technical score and price bid would be 67% and 33% respectively.
 - The calculation of L1 score will be as follows :
- The qualified party with highest score in technical evaluation will be given a score of 67.
 - The qualified party with the lowest price bid will be given a score of 33.
 - The lowest price bid will be the lowest of the sum of the fixed operating expenses and delivery / service charges converted on a per month basis.
 - Every other technically qualified party will be given a proportional score based on score obtained during technical evaluation and price bid.

$$\text{Total Score} = \frac{\text{Technical Score obtained by party}}{\text{Highest Technical Score Obtained by any party}} \times 67\% + \frac{\text{Lowest price quoted by any technically qualified party}}{\text{Price quoted by Party}} \times 33\%$$

- 42.5 The tenderer scoring maximum score/mark in the evaluation as at **42.4** above shall be the lowest tenderer (L1). The lowest tender shall mean lowest acceptable rate quoted by the L1 party (with or without negotiations as the case may be) after following the Corporation's rules on bid comparison. Subsequent ranking of

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the tenderers in the tender (L2, L3, L4) will also be as per evaluation in the same manner. A panel list will be displayed after opening of price bid on the office notice board.

B. For Clearing & Transportation

- 42.6 Tender will be evaluated among the technically qualified parties on lowest net delivered rate from Port to CFA. L1 party will be decided accordingly. The Company is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part.

C. Distribution of Business.

- 42.7 The Bidders are required to submit their bid strictly as per the price format enclosed as Section VII. The Bidder is required to quote for both the items (A & B) for which quotes are being requested. In case a bidder does not quote for all item, Lanka IOC reserves the right to not to consider this bid for further evaluation and consideration.
- 42.8 The "Grand Total" (item A & B) will be considered for the purpose of determining the lowest bidder. The Bidder which quotes the minimum amount as per "Grand Total" will be considered as the L-1 Bidder. Negotiations, if required may be carried out with the L-1 Bidder at the sole discretion of the company. The company reserves the right to ask the L-1 bidder to match the lowest quotes received by another bidder for any specific item (A or B) as per Price Bid. In case L-1 Bidder is not able to match the lowest bid for any particular item (A or B), the company reserves the right to award the contract to that bidder which is lowest bidder with regard to that particular item (A or B).
- 42.9 Lanka IOC reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any value below or above the tendered value without assigning any reason thereof. Company also reserves the right to split the contract between two or more bidder if necessary. Such a step shall not form the basis for alteration of rates. The Company is not bound to accept the lowest rate for any tender. The decision of the Company in this connection will be final.

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Colombo – 01
Sri Lanka

TENDER NO.: LIOC/BIT/CFA/PT/2023
Due on 05 June 2023 at 11:00 hrs

Title: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

D. Award of Contract

- 42.10 The successful tenderer will be initially issued a Letter of Intent (LOI) by IOCL. LOI Holder will have to make available all the required infrastructure facilities and fulfill all other conditions as mentioned in the LOI/tender within 10 days from the date of issuance of LOI, failing which IOCL shall have the right to resort to actions as deemed fit, including cancellation of LOI. IOCL at its sole discretion may extend the validity of the LOI depending upon the reasons for delay in fulfillment of the conditions precedent and development of required infrastructure facilities.
- 42.11 On successful completion of all the conditions precedent as mentioned in the LOI and development of required infrastructure facilities within the stipulated timeframe or extended timeframe, as the case may be, IOCL will issue a Letter of Appointment (LOA) to the LOI holder.
- 42.12 In case, LOI of L1 candidate is cancelled, IOCL will have the sole discretion of issuing fresh LOI to the L2 candidate as per the empanelled list and so on till the last empanelled candidate is issued LOI provided they match the rate finalized with L1.

43.0 Agreement:

- 43.1 The CFA will enter into an agreement with IOCL for operating the agency as per prescribed format.
- 43.2 The CFA contract will be valid for 2 year from the date of commissioning of CFA and can be renewed for maximum period of 1 year based on mutually agreed rates, terms & conditions.
- 43.3 In case the contract is not renewed after one year on mutually agreed rate, terms & conditions, IOCL will have discretion to extend the contract for three month on the same rate, terms & conditions.
- 43.4 The clearing & transport contract will be valid for 2 year from the date of commissioning and renewable for future period of 1 year on mutual consent.

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
Due on 05 June 2023 at 11:00 hrs

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44.0 Rates:

- 44.1 CFA's will have an ex-CFA rate for Bitumen to be sold from the Godown. No sales should be effected, if an approved ex-godown rate is not available with CFA. In case of change in the rates, CFA should immediately obtain the revised rates from LIOC and before selling shall ensure the following:
(i) Physical inventory of stocks is to be taken and reported to the LIOC.
- 44.2 In the absence of availability of the revised rates, on specific clearance from the LIOC, the CFA may sell the product at the pre-revised rate but the bills should be raised only on a provisional basis. For this purpose, CFA will write on the bill "PROVISIONAL". However, immediately on receipt of the revised rates, the correct rate should be applied. CFA should inform the LIOC, the period for which the provisional bills were raised with details of the Challan Numbers, Dates etc.

45.0 Other Conditions:

- 45.1 The CFA should be in a position to arrange all the facilities with infrastructure as per requirement of LIOC within 10 days time from the date of receipt of LOI.
- 45.2 The rates quoted against the offer shall be valid for a period of 60 days from the last date of receipt of quotation. Once the quotation is accepted and the order is placed on the successful bidder, the rates shall be valid for the period of contract.
- 45.3 All entries in the quotation must be written in permanent ink by typewriter & there should be no erasures or overwriting. Corrections, if any, should be attested under the full signature of the CFA. Use of white ink or erasing fluid for correcting rate is banned. Wherever the rates are corrected with white or erasing fluid, the bid will be rejected summarily.
- 45.4 All the rates given in the quotation must be expressed both in words and in figures and where there is a difference between the two, the rates given in words will be taken as correct.
- 45.5 When a person signing the quotation is not the sole proprietor or authorized representative of the company, the original power of Attorney or a notary Certified copy thereof authorizing such a person to act on behalf of the Company must be produced.

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
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- 45.6 LIOC reserves the right to accept any offer in whole or in part or reject any offer or all offers without assigning any reason thereof. The decision of Indian Oil Company in this connection shall be final and binding.
- 45.7 The CFA Bitumen Operator is responsible for housekeeping and regular upkeep of the LIOC premises.
- 45.8 If any tenderer submit any fake, false, forged documents/certificate and revise upward/withdraw their offer after opening after becoming L1 within the validity period of the tender; then following action will be taken by the Company
- (i) Forfeit of BB.
 - (ii) Rejection of Offer
 - (iii) Any other action including put on Holiday list/Black list.

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
Due on 05 June 2023 at 11:00 hrs

Title: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

SECTION VI
TECHNO COMMERCIAL BID

**NAME OF WORK: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA)
AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI
LANKA**

Name of Tenderer	
Company Structure (Sole Proprietor / Partnership / Pvt Ltd Co / Public Ltd Co / Co-op Society / Others (Specify)	
Address of the Registered Office	
Address of the Branch / Office quoting against the Tender	
Address of the proposed CFA location	
Name & Address of Proprietors / Partners / Directors	
Name & Qualification (Provide Proof) of Proprietors / Partners	
Name & Age (Provide Proof) of Proprietors & Partners	
Year of Establishment / Registration & Date (Provide Copies)	
Registration No. 1. Under Company's Act 2. Small Scale Industries	
Year of Commencement as CFA / Similar Work (Provide documentary proof)	
Experience in handling bitumen or related industry (Name the product & provide documentary proof)	

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Name of Tenderer :

Address :

Seal :

Date :

Signature of Tenderer



Lanka IOC PLC
Level 20, West Tower, World Trade Centre
Colombo – 01
Sri Lanka

TENDER NO.: LIOC/BIT/CFA/PT/2023
Due on 05 June 2023 at 11:00 hrs

Title: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

SECTION VI
TECHNO COMMERCIAL BID

**NAME OF WORK: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA)
AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI
LANKA**

No. of Years of handling CFA Operations as on date of submission of tender (Provide documentary proof)	
Area of Operation	
Turnover from existing business (Enclose copy of Balance Sheet)	
Current limits from banks (provide proof of sanctioned limit from Bank)	
Own Capital employed	
Registration with Sri Lanka Customs	
Registration with SLPA (Sri Lanka Port Authority)	
Photographs of proposed location	

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
Due on 05 June 2023 at 11:00 hrs

Title: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

SECTION VII

TENDER NO.: LIOC/BIT/CFA/PT/2023

PRICE BID

Name of Work

**NAME OF WORK: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA)
AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI
LANKA**

**Opening of Techno-Commercial Bid (Unpriced): 05th June 2023 at 11:00
HRS or anytime thereafter**

Lanka IOC PLC
Level 20, West Tower, World Trade Centre, Colombo – 01
Sri Lanka

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
Due on 05 June 2023 at 11:00 hrs

Title: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

SECTION VII
PRICE BID -QUOTATION SHEET

Name of Work: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

ITEM NO.	DESCRIPTION		Amount
CFA Charges			
1	Administration charges per Month	Lumpsum/ Month	
2.1	Storage charges Up to 20,000 sqft	Rate/Sqft	
2.2	Storage charges 20,000 to 60,000 sqft	Rate/Sqft	
2.3	Storage charges 60,000 to 80,000 sqft	Rate/Sqft	
3	Unloading charges per Barrel	Rate/Barrel	
4	Loading charges per Barrel	Rate/Barrel	
5	Demounting/mounting charges per Container	Rate/Container	
CFTA Charges			
6.1	Clearing, Handling & Documentation pertaining to clearance of shipment	per BL/Consignment	
6.2	Documentation charges of the containers	per Container	
6.3	Clearing and Handling of the Cargo per Container	per Container	
7	Transportation Charges to port to warehouse	per Container	

Note: Above quoted price should exclude Statutory Taxes.

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
Due on 05 June 2023 at 11:00 hrs

Title: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

SECTION VIII

MODEL FORM BANK GUARANTEE AND Bid Bond (BB)

Bank Guarantee No. : _____

Dated : _____

Amount Rs. : _____

Valid upto : _____

To:

Lanka IOC PLC.

Dear Sir,

In consideration of LIOC (hereinafter called the Company which expression shall include its successors and assigns) having agreed, inter-alia to consider the tender of M/s _____ having its Head Office / Registered office at _____ (hereinafter called the 'Tenderer' which expression shall include its successors and assigns) for the work of _____ upon the Tenderer furnishing an undertaking from Bank as hereinafter appearing in lieu of cash deposit of Bid Bond.

We _____ a body registered / constituted under the _____ having called the Bank which assigns) do hereby undertake to pay the Company forthwith on demand without protest or demur and without proof or condition the sum of Rs. _____ payable by the Tenderer as by way of Bid Bond to the Company Provided always that our liability hereunder shall on account exceed Rs. _____ (Rupee _____ only).

AND THE BANK DOES HERE BY AGREE AS FOLLOWS:

1. This Guarantee / Undertaken shall be valid for all claims or demands made by the Company on the Bank upto and until midnight of _____, 20____ provided that if the aforesaid work tendered for

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
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or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or on any other basis, then the validity of this guarantee / undertaking shall stand automatically extended for all claims and demands made by the Company upto until mid-night of _____ 20 .

2. The Company will have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee / Undertaking at any time and / or vary the exercise of any of the powers, rights, and obligations conferred on the Company under the tender and / or under any contract consequent upon any award of work and to enforce or to forbear from enforcing any power, right or obligation or to do any other act which under law relating to the sureties could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder.

3. It shall not be necessary for the Company to proceed against the Tenderer before proceeding against the Bank and the guarantee / undertaking herein contained shall be enforceable against the Bank as Principle, debtor notwithstanding the existence of any other security, for any indebtedness of the Tenderer to the Company and notwithstanding that any such security shall the time when claim is made against the Bank in proceeding taken against the Bank hereunder, the outstanding or unrealized.

4. The amount stated by the Company in any demand claim, or notice, as the unpaid balance of the said Bid Bond for the time being shall as between the Bank and the Company for the purpose of these presents be conclusive of the said balance.

5. The liability of the Bank to the Company in any demand claim, or notice, as the unpaid balance of the said Bid Bond for the time being shall as between the Bank and the Company for the purpose of these presents be conclusive of the said balance.

6. The liability of the Bank to the Company under this guarantee / undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the Company, or otherwise howsoever attached or effecting these presents or the liability of the Tenderer to the Company, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay for any cause to withhold or defer payment to the Company under these presents, with intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Company in terms hereof.

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
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7. This guarantee / undertaking shall not be determined or effected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitute of the Bank or the Company.

Shri: _____ who _____ is authorised to sign this guarantee / undertaking on behalf of Bank & to bind the Bank thereby.

This _____ day of _____ 20 .

Yours faithfully,

Signature

Name : _____

Designation : _____

Name of the Branch : _____

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
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SECTION IX

INDEMNITY BOND FOR LOST DEPOSIT RECEIPT

WHEREAS DEPOSIT RECEIPT NO. DATED for Rs. issued by Lanka IOC PLC in favour of the undersigned as Bid Bond for due fulfillment of our obligations under the TENDER NO.: **LIOC/BIT/CFA/PT/2019.**

..... in respect of has been mislead or lost by us and the same is not traceable in spite of due and diligent search made by us for the same AND WHEREAS LIOC have at our request and entirely agreed to refund to us the amount recovered by the said DEPOSIT RECEIPT on our executing these presents in the manner hereinafter appearing NOW KNOW AND THESE PRESENTS WITNESS that we, THE UNDERSIGNED (name and address) for ourselves and our heirs execution and administrators and our assigns do hereby agree convenient and undertake to Lanka IOC PLC and its successors and assigns fully and effectively indemnified and keep LIOC and its, successors and assigns fully and effectively indemnified against all claims action and demands, losses and damages and costs charges and expenses respectively that they and their successors and assigns might suffer and be put to by reasons of refunding to us the under signed the sum covered by the said DEPOSIT RECEIPT and we our heirs executors and administrators and our successors and assigns hereby record having agreed to reimburse LIOC, the amount of all claims, losses, damages costs charges and expenses suffered by them in the premises aforesaid.

IN WITNESS WHEREOF we the undersigned have hereto set and subscribe our signature the day and year first herein above written.

Signature of the Executor.

Witness :

1. Name & Address :
2. Name & Address :

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
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SECTION XII

CFA DRAFT AGREEMENT

This AGREEMENT made this _____ day of _____ Two Thousand _____ between LANKA IOC PLC, a company incorporated under the Democratic Socialist Republic of Sri Lanka Companies Act. 7 of 2007 and having its Registered Office at Level 20, WTC, West Tower, Echelon Square, Colombo – 01, hereinafter called "Lanka IOC" (which expression shall include its successors and assignees) on the one part and

M/s. _____ a Sole Proprietor/ Partnership Firm / Co-operative Society/ Limited Company registered under the _____ Act and having its Office at _____, hereinafter called "Bitumen Operator" (which expression shall include his heirs, executors, administrators and assignees) on the other part.

WHEREAS

1. Lanka IOC carries of the business of importing, selling, distributing, supplying and otherwise dealing in petroleum products in Sri Lanka including in bitumen;
2. For the purpose of ensuring prompt supply of bitumen (hereinafter referred to as "The Product") to its customers, Lanka IOC invited interested parties to submit tenders to Lanka IOC for the provisions of services to clear shipments, transport, store and supply the products and to render secretarial assistance in that regard to Lanka IOC.
3. Pursuant thereto the Bitumen Operator, amongst others, submitted technical and commercial tenders indicating thereby that the Bitumen Operator is willing to provide the aforementioned services and that it has the necessary facilities to provide the services required by Lanka IOC including the required godown space for storage, vehicles for transport and manpower for handling of the products and for providing the required secretarial assistance;
4. Having assessed all of the tenders submitted by interested parties including the Bitumen Operator, Lanka IOC is of the view that the Bitumen Operator is best qualified to provide the aforementioned services. A copy of the invitation to tender and the tender of the Bitumen Operator is attached hereto marked Annexure 1;
5. Lanka IOC desires now to enter into written agreement with the Bitumen Operator setting out the manner and the terms and conditions upon and subject to

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
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which the Bitumen Operator shall provide to Lanka IOC, the services required by Lanka IOC.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have, for and in consideration of each party hereto doing observing performing and complying with the covenants, terms, conditions, obligations and stipulations contained herein to be done observed performed and complied with respectively by each of the parties hereto, agreed as follows: -

1.0 Engagement of the Bitumen operator

1.1 Lanka IOC hereby engages the bitumen operator to provide, inter alia, the services required by Lanka IOC to ensure the prompt supply of the products to customers of Lanka IOC identified by Lanka IOC from time to time including to clear, transport, store the products and to render related secretarial assistance in the manner and subject to the terms and conditions more fully contained herein (hereinafter collectively referred to as "the Services")

1.2 Nothing in this Agreement shall prohibit Lanka IOC from appointing any other person or entity to provide any part of the services that the Bitumen Operator is unable to or fails to provide for any reason whatsoever, in a timely manner to Lanka IOC

1.3 The contract will be effective from the date of execution and will be valid for 5 years from the date of commissioning of the CFA and shall stand renewed for another period of 1 year on the same rate, terms & conditions, unless the parties extend the contract on mutually agreed terms & conditions for a maximum period of 3 years before expiry of the initial 5 year period and in that event the contract will be for a maximum period of 8 years from commissioning of CFA.

1.4 The Bitumen Operator undertakes to faithfully and promptly carry out observe and perform all directions and instructions in writing as may from time to time be given by the Lanka IOC in connection with the provision of the Services referred to in clause 1.1 hereof.

1.5 The Bitumen operator shall provide the services in accordance with all laws, by laws and rules made there under and regulations and requisitions of the Government and all authorities including but not limited to statutory authorities, and any local authorities.

1.6 The Bitumen Operator shall not assign or change or part with or otherwise transfer any right or interest or benefit conferred by this agreement without the prior written consent of Lanka IOC

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
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2.0 Provision of the Services

2.1 The services shall be available on all weekdays from 8.30 am to 5.30 pm and on all Saturdays from 9.00 am to 1.30 pm except on Sundays and Public holidays.

2.2 The Bitumen Operator shall liaise with banker, relevant statutory authorities, shipping agents and/or freight forwarders in India and/or in Sri Lanka identified by Lanka IOC to facilitate the expeditious transport of the products imported from India by IOC from time to time and shall upon the receipts of all relevant documentation in relation to the import of products by Lanka IOC, take all necessary steps including facilitation of payment of all taxes and duties payable by Lanka IOC in a timely manner, to clear shipment of the products by Lanka IOC at any port of entry in to Sri Lanka.

2.3 Lanka IOC hereby appoints the Bitumen Operator as its agents for the purpose only of enabling the Bitumen Operator to clear and collect the products at the port of entry.

2.4 Lanka IOC shall obtain all necessary permits and licences to import the products into Sri Lanka and shall duly authorize the Bitumen Operator there under to perform the obligations of the Bitumen Operator under clause 2.2 above.

2.5 The Bitumen Operator shall use the godown premises identified and described in the first schedule hereto strictly for the purpose specified herein.

2.6 The Bitumen Operator shall maintain stocks of the products in quantities as maybe specified by Lanka IOC from time to time. Provide however that the average monthly value of stock held in storage at the godown premises shall not exceed Sri Lanka Rupee Three Hundred and Seventy Five million (SLR 375,000,000/-) or any other sum as maybe specified by Lanka IOC.

2.7 The Bitumen Operator shall be responsible for ensuring the safety of the products and for such purpose providing, at its own costs, adequate security therefore.

2.8 In order to enable Lanka IOC to import, in a timely manner, quantities of the products to maintain adequate stocks, the Bitumen Operator shall give to Lanka IOC Sixty (60) days (computed inclusive of holidays) notice in writing of the quantities of the said products necessary to maintain the said stocks.

2.9 Once the products are in the custody of the Bitumen Operator, the Bitumen Operator shall be solely responsible for any variation in quality and quantity thereof, except in instances of quality defects where the seals of the product are intact and have not tampered with and for quality defects beyond the control of the Bitumen Operator.

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
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2.10 Immediately upon the discovery of any leakage or damage, the Bitumen Operator shall segregate such of the products that are leaking or damaged and provide on the date of such discovery, all information required by Lanka IOC, in that regard. Lanka IOC may at its sole and absolute discretion and upon being convinced that leakage/damage was not due to any fault of the Bitumen Operator or his employees choose to write off the damaged/leaky stocks.

2.11 The Bitumen Operator shall also promptly notify Lanka IOC of any other loss or damage or any potential loss or damage to the products and shall follow all instructions that may be issued by Lanka IOC in that regard relating to the scope of such notice etc.

2.12 Lanka IOC shall have the right to inspect the godown premises and the products, at any time, and to take samples of the products and the Bitumen Operator shall be bound to grant free access, render all assistance and give all information to the Lanka IOC and its duly authorized representative in that regard.

2.13 The Lanka IOC has provided the Bitumen operator, which the Bitumen Operator hereby acknowledges, with an operating manual containing procedures for storing, stacking, tensiling and handling of its product at the time of placing the said service order. The procedure of accounting and documentation, sales, safety, quality control is set out in detail in the manual. It shall be binding upon the Bitumen Operator to ensure strict compliance with the provisions and procedures of the manual and any changes carried out in the manual by the Lanka IOC from time to time.

2.14 The Bitumen Operator shall provide all secretarial services required by Lanka IOC in relation to the provisions of the services including but not limited to the maintenance of documents listed in the second schedule hereto and documents relating to daily receipts, inventory, accounting, daily issues and closing stock of the product for each grade and package in each category as per information / instructions given by the Lanka IOC from time to time.

2.15 All books, registers and records maintained by the Bitumen Operator pursuant to the provisions in the above clause shall always be kept in the godown premises and shall be always available for inspection by the authorized officers/supervisors of Lanka IOC.

2.16 The Bitumen Operator will place a bank guarantee in Lanka IOC's format to cover at least 20% of the value of the product held/to be held by the Bitumen Operator at his warehouse at any given time hereafter, on behalf of the Lanka IOC. The bank guarantee will be valid for the entire tenure of the contract and the claim period will be valid upto at least six months beyond the expiry of the contract.

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
Due on 05 June 2023 at 11:00 hrs

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2.17 In addition to the above, the Bitumen Operator will also place a corporate guarantee covering 80% of the value of the products held/to be held by the Bitumen Operator at CFA.

2.18 The Lanka IOC is entitled without being bound to do so to invoke the whole or any portion of the financial guarantees towards recovery of any amount due to them from the Bitumen Operator from the CFA.

2.19 The Bitumen Operator will keep such Bank guarantees valid as stated herein above in clause (2) under the heading "Security Deposit" and keep corporate guarantee valid during the subsistence of agreement and/or so long the Lanka IOC's products remain with the Bitumen Operator. The Bank Guarantee will be in the form approved by the Lanka IOC.

2.20 The value of financial guarantees shall be firm during the contract period.

2.21 The Bitumen Operator also agrees to revise the bank guarantees as per directions of the Lanka IOC if additional quantity is stored beyond 6000 MT. The enhanced Bank Guarantee Security has to be submitted within 30 days from the date of intimation by the Lanka IOC.

2.22

a) The Lanka IOC may take a Fidelity Guarantee through any of the Insurance Companies, as it may deem fit, to cover the losses that may be sustained by the Lanka IOC by reason of any act of forgery, embezzlement, fraudulent conversion of money or goods of the Corporation, on the part of the Bitumen Operator, his employees or others.

b)"Notwithstanding anything contained herein or in any other documents, the Bitumen Operator shall be solely responsible for the safety and security of all the stocks, products, records and other assets of the Lanka IOC in his possession. In the event there is any loss, damage to the said stocks, products, records and other assets of the Lanka IOC, the Bitumen Operator shall be solely liable/ responsible for the same in all respects and the Lanka IOC shall be entitled to recover the said loss, damages from the Financial Guarantees and Corporate guarantee given by the Bitumen Operator."

2.30 It is agreed that if the Bitumen Operator fails to adhere to the delivery or operation schedule at any time or commits any default or violation of any of the contractual obligations or causes any delay in the performance of any of his/her obligations, the Lanka IOC will be entitled, without being bound to do so, to get the work covered by the contract condition by any alternative agency or agencies at the risk and cost of the Bitumen Operator and any extra expenditure, damages that might be incurred by the

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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

TENDER NO.: LIOC/BIT/CFA/PT/2023
Due on 05 June 2023 at 11:00 hrs

Title: TENDER FOR APPOINTMENT OF CARRYING & FORWARDING AGENT (CFA) AND CLEARING & TRANSPORTATION AGENT FOR BITUMEN OPERATION AT COLOMBO, SRI LANKA

Lanka IOC by adjusting the same against any of pending bills payable to the Bitumen Operator and/or financial guarantees and/or otherwise. However, in such an event the Lanka IOC shall without being bound to do so, also be entitled to terminate the contract without any further notice to the Bitumen Operator.

3.0 CONSIDERATION

3.1 As consideration for the provision of the Service, Lanka IOC shall pay to the Bitumen Operator: -

a. Consolidated charges at Rs./- (Rupees) Per Month, being reimbursement of identified fixed costs incurred by the Bitumen Operator pursuant to the terms and conditions of this Agreement.

b. Service charges of Rs./- per MT (Rupees per Metric Ton) towards cost of services rendered by the Bitumen Operator pursuant to the terms and conditions of this Agreement.

c. Additional Storage charges of Rs./- per sqft (Rupees per sqft) towards cost of services rendered by the Bitumen Operator pursuant to the terms and conditions of this Agreement.

d. Clearing, Handling & Documentation charges of Rs./- per containers (Rupees per container) towards cost of clearing of containers by the Bitumen Operator pursuant to the terms and conditions of this Agreement.

The above rates are fixed throughout of contract period.

e. Transportation Charges to port to warehouse of Rs./- per containers (Rupees per container) towards cost of services Transportation of container from port to warehouse by the Bitumen Operator pursuant to the terms and conditions of this Agreement.

Transportation charges are subject to escalation / de-escalation for LAD as per the formula given below:

60% of the transportation cost will be considered as LAD cost.

The percentage increase/decrease will be based on the LAD retail selling price at the location of the CFA. Example in case there is an increase of 5% in LAD cost

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then the transportation charge will be given an increase of 3% (60% of 5%). This will be applicable on all the slabs.

Escalation and de-escalation will be done on the date of revision of Diesel price.

The Bitumen Operator shall submit invoices for all of the abovementioned invoices for a month within a period of seven (7) days from the end of such month.

3.2 The payment there under maybe made normally within one (1) month from the date of submission of invoices by the Bitumen Operator as aforesaid, duly certified by the concerned Officer of the Lanka IOC.

3.3 Lanka IOC shall be entitled from time to time during the continuance of this Agreement to deduct or retain in the hands of Lanka IOC from the consideration payable as aforesaid any amount due in the opinion of Lanka IOC, from the Bitumen Operator, provided such deductions are justifiable and reasons therefore are given in writing by Lanka IOC to the Bitumen Operator as and when such deductions are made.

4.0 FACILITIES AND EMPLOYEES

4.1 The Bitumen Operator covenants that it has the right to the uninterrupted possession of the godown premises for the term of this Agreement and that it will not do any act or omission that would be detrimental to such right.

4.2 The Bitumen Operator shall provide facilities such as proper storage, weighing scales, toilet, office room, forklift, water cooler, air conditioner as per requirements. Computers, printers, fax machine, officer furniture's, fire extinguisher (on 10 KG DCP for every 600 sq mtr and 2 co2 F/E for office) etc, as may be specified by Lanka IOC from time to time, at the godown premises.

4.3 Bitumen Operator shall at its own costs and in consultation with Lanka IOC keep the godown premises including the covered and open spaces and its surrounding and/or boundary walls and/or perimeter and entry exit gates in such manner, so as to provide and ensure proper protection, safety and security of the products stored in the godown premises and in the open and covered spaces or yards of the godown premises and shall also keep and maintain the approaching road thereto motorable for heavy vehicles.

4.4 The Bitumen Operator shall arrange at his own cost for and provide adequate lights in the open yards, surrounding walls and also in the approaching roads.

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4.5 The bitumen Operator shall provide and maintain, at its own costs, at the godown premises all fire-fighting equipments etc. as are deemed necessary by the Lanka IOC.

4.6 The Bitumen Operator shall provide to Lanka IOC, at the godown premises, an exclusive office space, adequate furniture, fans, lights, stationary, appliances and a telephone at the said office room at his own cost. The Bitumen Operator shall also provide at the godown, computers, printers, modems, fax machines, and data and power backup devices as specified by Lanka IOC.

4.7 All rates, taxes, duties, fees, and charges including charge for utility services such as water, electricity and telephone, relating to or arising from the use by the Bitumen Operator of the above facilities for the provisions of the services shall be borne by the Bitumen Operator.

4.8 The Bitumen Operator shall provide adequate manpower at his own cost, exclusively for the godown premises and the office premises therein for the good and proper discharge of the services in an efficient workmanlike manner with due care and diligence and despatch to the satisfaction in all respects of Lanka IOC.

4.9 For such purpose the Bitumen Operator agrees to employ adequate staff, employees and labourers who in the opinion of the Bitumen Operator have the requisite competence to perform the Services as aforesaid.

4.10 The Bitumen operator shall be solely responsible and liable for all payment of salary, wages and remuneration to staff, employees and labourers for the performance or carrying out of the Services, and the Lanka IOC shall not be liable or responsible in any manner whatsoever for any such payment.

4.11 The Bitumen Operator shall pay all statutory dues such as contributions to the **Employees Trust Fund** and the **Employees Provident Fund** to its entire staff employees and laborers as may be required under the appropriate laws.

4.12 The Bitumen Operator shall provide adequate insurance and be responsible for and shall pay all compensation to the employees that may become payable under the labor laws and the amendments thereto for the injuries caused to the workman. The Bitumen Operator shall be responsible for all payment and/or expenses for providing medical treatment to any person or employee who may suffer any bodily injury as a result of any accident.

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Sri Lanka

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PROTECTION OF THE PROPERTY OF LANKA IOC AND RISK

4.13 The Bitumen Operator shall execute and carry out the Services in such manner so as to give a clear indication to the third parties that the property of the products belongs to Lanka IOC. The Bitumen Operator shall render to the Lanka IOC proper accounts for all such property and the Lanka IOC shall be entitled to put the Bitumen Operator to the strict proof thereof. The Bitumen Operator shall not sell, transfer, alienate, mortgage, charge, hypothecate, pledge or otherwise create any encumbrances on all or any of the said property in the products or any rights the Bitumen Operator has over the godown premises nor allow any of the products to be subjected to any attachment, lien, restraint or subject to transfer possession or custody by any officer or court receiver or of any Revenue Authority in any proceedings to which the Bitumen Operator may or may not be a party or which might otherwise be initiated against the Bitumen Operator by any third party. Notwithstanding anything contained in this agreement, the violation of this clause by committing any act or omission whether voluntary or involuntary on the part of the Bitumen Operator shall be ground and sufficient cause for the Lanka IOC to forthwith terminate this Agreement.

4.14 It is to be understood that the property in the products in the possession of the Bitumen Operator shall remain the sole and absolute property of the Lanka IOC, provided, however, that the Bitumen Operator shall be liable for any loss or damage to the said goods or any loss or damage arising from the storage of the products in the godown premises and his liability will not be merely that of bailee.

5.0 INTELLECTUAL PROPERTY RIGHTS

5.1 The Bitumen operator shall not infringe, copy, imitate or otherwise deal with the brand name, trade or merchandise marks or devices or design or copyright belonging to the Lanka IOC or otherwise alter, deface or interfere with the same or pass off other goods or describe other goods as the products or otherwise prejudice, alter or affect the copyright, trade or merchandise marks or certified packing or design or colour of the Lanka IOC's labels or specifications or the price or weight or other codification that is marked on the packaging or caused to be given by the Lanka IOC. It is expressly agreed that property in all trademarks designs and copyrights shall vest in the Lanka IOC and anything contained in this agreement shall have no effect whatsoever of creating any right title or interest in favour of the Bitumen Operator.

5.2 It shall also be the duty of the Bitumen Operator to immediately bring to the notice of Lanka IOC any infringement of the Lanka IOC's trademark, brand name, copy right or any other activity being carried out by third person's in a manner so as to prejudice the interest of Lanka IOC.

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Signature of Tenderer

Name of Tenderer :

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Sri Lanka

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6.0 CONFIDENTIALITY

6.1 It is the paramount condition going to the root of this Agreement that the Bitumen Operator shall not at any time during the period of this Agreement and/or after its termination, call itself or hold out itself, advertise in any manner whatsoever by publication or otherwise by printing, in writing or by any visual representation either in its letter heads or newspapers or magazines or leaflets or by broadcasts over radio or by television or by any other media communication or in any manner whatsoever that it is the agent or representative of Lanka IOC in any manner whatsoever other than to the extent expressly permitted hereby or to be permitted in writing by the Lanka IOC.

6.2 The Bitumen operator hereby agrees and undertakes not to disclose to any party whatsoever, any formation, blend, other specification, trade secrets, marking projection or intelligence or any other data or information and shall keep absolute secrecy in all matters pertaining to this Agreements all correspondence relating thereto, all instructions given or anything having any relevance with this agreement on any matter touching or arising out of this Agreement including the books, accounts, papers, and correspondence and shall keep secrecy and confidence thereto and shall not allow either himself and/or through his staff divulging any of such information to any person whomsoever.

7.0 INDEMNITY

7.1 Without prejudice to any rights Lanka IOC may have in law in the event of a breach of any of the provisions in this Agreement by the Bitumen Operator, Lanka IOC may at its sole and exclusive discretion invoke the Bank Guarantee in such an instance giving 7 days notice.

7.2 The Bitumen Operator shall defend all actions, suits or proceedings which may be brought against Lanka IOC before any court, tribunal person, forum or body arising from or in relation to or in connection with any act or omission of the Bitumen Operator, its staff, employees and laborers to comply with the terms and conditions of this Agreement for any reason whatsoever and the Bitumen Operator shall bear all cost of litigation and other connected expenses incurred in connection with such actions, suits or proceedings and the Bitumen Operator shall meet in full any award, judgment, order or decree made or entered against Lanka IOC by such court, tribunal, person, forum or body.

7.3 The Bitumen Operator agrees and undertakes to indemnify and hold harmless Lanka IOC against all liabilities in respect of taxes, duties, assessments and other statutory payments due or accrued in respect of the Service.

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Signature of Tenderer

Name of Tenderer :

Address :

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Lanka IOC PLC
Level 20, West Tower, World Trade Centre
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Sri Lanka

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8.0 TERMINATION

8.1 Lanka IOC may terminate this Agreement forthwith upon or any time after the happening of any one of the following events, namely,

i) Upon a breach of any of the conditions stipulated in this Agreement and the consequent failure of the Bitumen Operator to remedy such breach within fourteen (14) days of the receipt of the written notice from Lanka IOC in the regard.

ii) Upon

a) The liquidation, whether voluntary (upon the passing of the effective resolution for winding up) or compulsory (upon court issuing judgment to such effect) of the Bitumen Operator.

b) The conviction of an employee of the Bitumen Operator of a criminal offence relating to any aspect of the Services

c) The cancellation or revocation of any license issued to the Bitumen Operator by the relevant authorities for the handling and storing the products.

d) Lanka IOC forming the view that the Bitumen Operator has deliberately contaminated or tampered with the quality of any of the products while stored at the godown premises and or in transit from the godown premises to customers.

e) Bitumen Operator acting or omitting to act contrary to the interest of the Lanka IOC in any matter whatsoever.

f) The right or authority of the Bitumen Operator to use the godown premises for carrying out his obligations under this Agreement ceases for any reason whatsoever.

8.2 The right of Lanka IOC to terminate this Agreement as provided herein shall be without prejudice to any of its other rights and remedies against the Bitumen Operator. The exercise of this right of Lanka IOC shall not impose a liability on Lanka IOC to pay the Bitumen Operator for any loss or compensation in respect of the termination of this Agreement.

8.3 Without prejudice to the right of Lanka IOC to terminate this Agreement, it is agreed and understood by the bitumen operator that in the event the Bitumen Operator fails to adhere to the delivery or operation scheduled specified by Lanka IOC at any time or commits any default or violation of any of the contractual obligations or causes any delay in the performance of any of its obligations, Lanka IOC shall be entitled, at its sole

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discretion without being bound to do so to cause any part or all of the Services to be completed by any alternative agency or agencies at the risk and cost of the Bitumen Operator and any extra expenditure, damages that may be incurred by Lanka IOC shall be recovered from the Bitumen Operator by adjusting the same against any of pending bill payable to the Bitumen Operator and/or by invoking the Bank Guarantee or otherwise.

8.4 Upon the termination of this agreement, the Bitumen operator shall return to Lanka IOC all of the products, equipment and accessories etc. provided to him by Lanka IOC, if any, for efficient operation of the godown and all documentation whatsoever maintained by the Bitumen Operator relating to the performance of the Service.

8.5 In case of any loss suffered by Lanka IOC due to any act on Bitumen Operator's part or on the part of the Bitumen operator's staff / employees / labourers while working for executing and performing the Services, Lanka IOC shall have the right to terminate Agreement in full or in part and to invoke the Bank Guarantee and retain such other amount that may be lying to the credit of the Bitumen Operator with the Lanka IOC. If Lanka IOC's loss exceeds the amount of Bank Guarantee and /or any other sum held by the Lanka IOC as aforesaid the Bitumen Operator shall reimburse that balance immediately on demand. The assessment done by Lanka IOC regarding the quantum of such losses shall be final and binding on the Bitumen Operator.

9.0 FORCE MAJEURE

9.1 In the event of any failure and / or delay in the performance or observance of any obligation in this Agreement by a party hereto arising from a cause beyond its control such as but not limited to acts of war, insurrection, riot, civil commotion, civil disobedience, strike, natural disaster calamity inevitable accident, act of enemy embargoes, revolution acts of terrorism sabotage nuclear explosion and typhoons, storms and other natural catastrophe, such failure or delay shall not be deemed to constitute a breach hereof and the time for such performance or observance of such obligation shall then be extended by adding the period of such failure or delay.

9.2 The party claiming Force Majeure shall give notice to the other party of the occurrence of the event of Force Majeure as soon as reasonably practical and in any case within three (3) days from the date on which such party knew or should reasonably have known of the occurrence of any event of Force Majeure, the affected party shall also provide notice to the other party forthwith upon cessation of the relevant events of Force Majeure.

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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

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9.3 Each party shall use all reasonable endeavours to mitigate any delay or interruption to any part of the performance of this Agreement as a result of the occurrence of an event of Force Majeure.

10.0 TERMS OF TENDER DOCUMENT PART OF THIS AGREEMENT

The terms and conditions of the tender and documents forming part of the tender, shall be deemed to have been incorporated in this Agreement provided however that in the event of a conflict the terms hereof shall prevail.

11.0 RELATIONSHIP CREATED BY THE AGREEMENT

12.1 This Agreement shall not be read or construed or understood as creating the relationship of landlord and tenant, master and servant, a partnership or joint trading between the parties hereto.

12.2 Notwithstanding any provision herein or in the tender invitation, the relationship of principal and agent between Lanka IOC and Bitumen Operator shall exist only in relation to the obligations to be performed by the Bitumen Operator in clearing and collecting the products from the port of entry.

12.0 ARBITRATION

Any doubt, difference dispute controversy or claim arising from, out of or in connection with this Agreement, or on the interpretation thereof or on the rights, duties obligation, or liabilities of any parties hereto or on the operation, breach, termination, validity thereof, shall be settled by arbitration in accordance with the rules of Arbitration Center of the Institute for the Development of commercial Law and Practice, at Colombo, by a sole arbitration.

13.0 Notice

Any notice given or made hereunder shall be in writing and shall be deemed to have been delivered or given, in the case of hand delivered letter, on delivery and in case the case of a letter sent by registered post, on the next day of delivery of mail after posting, provided always that if the deemed delivery date is not a normal business day at the address of the addressee, then delivery shall be deemed to take place on the first normal business day then following. Notice shall be given to the addresses of Lanka IOC and the Bitumen Operator respectively, set out at the beginning of this agreement.

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Signature of Tenderer

Name of Tenderer :

Address :

Seal :

Date :



Lanka IOC PLC
Level 20, West Tower, World Trade Centre
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FIRST SCHEDULE

In a copy of the plan referred to below and attached hereto All what warehouse depicted and marked in red / of which the covered space measures approximately / square Feet (----- Sq. Ft.) constructed on the allotment of land marked

SECOND SCHEDULE

Stock transfer invoice checking and listing on day-to-day basis.

Preparation of summary of Stock Transfer Receipts on daily basis including shipping documents.

Record of Freight Payment to shipping Line.

Record for payment of Custom Duties.

Record for payment of Bank Wharf and Clearing Charges

Record of Insurance Payments.

Entry of Opening balance and receipts, Issues and Closing balance in on daily basis

Preparation of Delivery Invoice

Preparation of stock adjustment vouchers

Preparation of Product Return Note for return of the product by the customer as authorized. Receipt of Demand Draft, cheques, Pay orders from the parties and preparation of cash receipts (CR).

Maintenance of Cash Customer Record

Preparation of Daily Collection Report (DCR) and depositing instruments into the bank.

Preparation of Packed Product Report every month.

Preparation of Stock Transfer Invoice for stock Transfer to other location.

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Preparation of Customs and Shipping Documents.

Preparation of Daily / Weekly/ Monthly return to the Lanka IOC.

Any other Secretarial assistance from time to time as needed.

IN WITNESS WHEREOF the respective Common Seals of Lanka IOC PLC and were affixed hereunto and to one other of the same tenor at the respective places and dates hereinafter mentioned.

The Common Seal of LANKA IOC PLC was affixed hereunto in the presence of

.....a Director of the company anda Director of Corporate Services Limited, the Secretaries of the company who do hereby attest the sealing thereof on this in Colombo

Witnesses.

1.

2.

The Common Seal of was affixed hereunto in the presence of

.....

and

two of its directors who do hereby attest the sealing hereof on this Day of in Colombo.

Witnesses.

1.

2.

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Name of Tenderer :

Address :

Seal :

Date :

Signature of Tenderer