**Ref No.: NWSDB/SBD/Clearing Cargo/Ver2**

***REVISED ON 17-01-2019***

# THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST

# REPUBLIC OF SRI LANKA

# MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION

# NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**CLEARING & FORWARDING OF IMPORTED CARGO from WHARF**

# CONTRACT No: …………………………………..

***REVISED ON 17-01-2019***

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**GALLE ROAD,**

**RATMALANA.**

……………………

 **(*MONTH & YEAR*)**

**DOCUMENT ISSUANCE CERTIFICATE**

(To be filled at the time of issue by the officer authorized to issue)

|  |  |  |  |
| --- | --- | --- | --- |
|  1 | STANDARD SPECIMEN DOCUMENT NUMBER |  : | Not Applicable |
|  2 | CONTRACT NUMBER |  : | …………………………………………………………. |
|  3 |  | a) ISSUED TO |  : | .................................................................………… |
|  |  |  |  : | .................................................................………… |
|  |  | b) ADDRESS |  : | ................................................................…………. |
|  |  |  |  | ................................................................…………. |
|  |  |  |  | ................................................................…………. |
|  |  |  |  |  |
|  |  | c) TELEPHONE NUMBER |  | ................................................................…………. |
|  |  | d) FACSIMILE NUMBER |  | ................................................................…………. |
| 4 |  | a) TENDER FEE |  : |  RS………………. RECEIVED /NOT RECEIVED IN CASH/BANK DRAFT |
|  |  | b) RECEIPT/BANK DRAFT NUMBER |  : | ................................................................…………. |
| 5 | NUMBER OF COPIES ISSUED |  : | ................................................................…………. |
| 6 | NUMBER OF CANCELLED COPIES ISSUED |  : | ................................................................…………. |
| 7 | CANCELLED COPY FEE |  : | RS……………………RECEIVED /NOT RECEIVED IN CASH/BANK DRAFT |
| 8 | CONTRACTOR’S BUSINESS REGISTRATION NUMBER  |  : | ............................................................………….….. |
| 9 |  | a). ISSUING OFFICER |  : | ................................................................…………… |
|  |  | b). DESIGNATION |  : | ...............................................................………….… |
|  |  | c). SIGNATURE |  : | ............................................................…. |
| 10 | PLACE OF ISSUE |  : | .............................................................…  |
| 11 | SEAL |  |  : | …………………………………………… |
| 12 | DATE | ……………… |  : | TIME …………………. |

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Revised on 14-05-2018 | 8-1 | 8-7 |

**CHEK LIST FOR BIDDERS**

**Bidders are advised to fill the following table;**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **ITEM** | **REFERENCE** | **REMARKS** |
| 1.0 | Documentary evidence to establish the eligibility to provide intended service was attached. | Cl.04 |  |
|  | **Signatory to the BID** |  |  |
|  | Evidence for authority for signatory(ies) enclosed. | Cl. 10 (i) |  |
|  | **Form of Bid** |  |  |
|  | Addressed to the Employer? |  |  |
|  | Completed? |  |  |
|  | Signed? |  |  |
|  | **Bid Security** | Cl. 14 |  |
|  | Addressed to the Employer? |  |  |
|  | Format as required? |  |  |
|  | Issuing Agency as specified |  |  |
|  | Validity as mentioned in the schedule |  |  |
|  | **Qualification Information** | Cl.4.2 |  |
|  | All relevant information completed? |  |  |
|  | Signed? |  |  |
|  | **Addendum** |  |  |
|  | Contents of the addendum (if any) taken in to account? | Cl.8.0 |  |
|  | **BID package** | Cl.10.0 |  |
|  | All the documents given in ITB Clause 10 Enclosed in the original and copy? |  |  |
|  | ITB Clause 18 followed before Sealing the Bid Package? |  |  |
| 2.0 | Copy of VAT registration certificate |  |  |
| 3.0 | Staff, Plant and Equipment details | Cl.4.2 (d), (e) |  |
| 4.0 | Certified Financial statement for last 3 years and Bank Reference | Cl.4.3 |  |
| 5.0 | Evidence of credit facilities available  | Cl.4.3 |  |

Revised on 05-05-2016

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**PROVISION OF SERVICES FOR**

**CLEARING & FORWARDING OF IMPORTED CARGO from WHARF**

**CONTRACT No: …………………………………….**

**INVITATION FOR BIDS**

1. The Chairman, Department Procurement Committee, National Water Supply and Drainage Board, Ratmalana, now invites sealed bids from eligible and qualified bidders for the provision of Services for Clearing & Forwarding of Imported Cargo from WHARF for a period from …………..…. to ……………. .
2. Bidding will be conducted through National Competitive Bidding Procedure.
3. Alternative Bids shall not be accepted.
4. To be eligible for the contract award, the successful bidder shall not have been blacklisted and shall be a registered Clearing Agent in Sri Lanka customs and Port Authority possessing a valid wharf clearance license having minimum of five years experience in the field of providing services in handling of cargo consigned to Public & Private Sector at the time of the submission of the bid.
5. Interested bidders may obtain further information from Assistant General Manager (Tenders & Contracts) and bidding documents may be inspected free of charge at the office of the Tenders and Contracts section, National Water Supply & Drainage Board, Galle Road, Ratmalana.
6. A complete set of Bidding documents in English language may be purchased by interested bidders on the submission of a written application on a business Letter Head together with the certificate of registration of the Bidder as per the Act the No.3 of 1987 with the registrar of public contracts to the Assistant General Manager (Tenders & Contracts) from ……..……..until…………..09:00hrs to 15:00hrs on normal working days upon payment of a non refundable tender fee of Rs.……….../= Plus applicable VAT in cash.
7. Bids shall be delivered in duplicate to the Assistant General Manager (Tenders & Contracts), National Water Supply & Drainage Board, Galle Road, Ratmalana on or before………..hrs on. Late Bids will be rejected. Bids will be opened soon after closing in the presence of the bidder’s representatives who choose to attend.
8. All Bids shall be accompanied by a bid security of Rupees ………….. in the form given in the bidding document. Bid security shall be valid up to…………… *(Insert Date)*.
9. Bids shall be valid up to ……………..*(Insert Date)*.

**CHAIRMAN,**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

Revised on 17-01-2019

1. **INSTRUCTIONS TO BIDDERS**

**2. GENERAL CONDITIONS OF CONTRACT**

1. **FORM OF BID & QUALIFICATION INFORMATION**

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALISTREPUBLIC OF SRI LANKA**

**MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION**

## NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**BID FOR PROVISION OF SERVICES FOR CLEARING AND FORWARDING OF IMPORTED CARGO From WHARF**

**CONTRACT No: ………………………………………………**

## FORM OF BID

 To: The Chairman,

Department Procurement Committee

National Water Supply & Drainage Board

Galle Road,

Ratmalana

Gentleman,

1. Having examined the Bidding Document and Addenda for the execution of the above-named works and services, we/I the undersigned, offer to execute and complete such services in conformity with the aforesaid Bid document including Instructions to Bidders, Conditions of Contract, Schedule of Rates and addenda, for rates given in the Schedule of Rates.

2. We/I acknowledge that the Schedule forms part of our Bid.

3. We/I undertake, if our Bid is accepted, to commence the services as stipulated in the Bidding document, and to complete the whole of the Works comprised in the Contract within the time stated.

4. We/I agree to abide by this Bid for the period stated in the Invitation for Bidders or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us/me.

6. We/I understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ............. day of ............ 20... in the capacity of .............. duly authorized to sign tenders for and on behalf of ............................................................................

 (IN BLOCK CAPITALS)

Signature : ....................................................

Name :…………………………………………. Designation : ……………………… Address : ...............................................................................................................

Witness : Signature ...................................................

 Name ………………………………...

 Address ……………………………………………………………….

 ……………………………………………………………….

Revised on 17-01-2019

**Qualification Information**

**(To be completed and submitted by the bidder, with the Bid)**

|  |  |
| --- | --- |
| **Business Registration** |  |
| Registration number& date  | *(Attach a copy of the registration)* |
| Speciality |  |
| Expiry Date ( if any) |  |
|  |  |
|  |  |
| **QUALIFICATIONS**  | *(Details should be submitted as per* ***Bidding Data*** *Clause No.5)*. |
|  |  |
| **Blacklisted Contractors** |  |
| Have you been declared as a defaulted contractor by NPA or any other Agency? (Yes/No) |  |
| IF yes provide details |  |
|  |  |
| **VAT Registration Number** |  |
|  |  |
|  |  |
| **Legal status** | *(attach relevant status copies, as annex)* |
|  |  |
| **Value of Cleaning & transporting Services performed in last 5 years** | *(attach copies of Certificate of Completion etc. and other documents such as profit-loss and income expenditure statement)* |
| Year ….. | Complete details in Appendix 1 |
| Year ….. |  |
| Year ….. |  |
|  |  |
| **Value of similar works completed in last 5 years (indicate only the three largest projects**) | 1. Value Year …………….. 2. Value Year ………….. 3. Value Year …………….(*attach copies of Certificate of Completion etc., as annex)* |
|  |  |
| **Schedule of Staff proposed to be used** | Complete details in Appendix 2 |
| **Schedule of equipment proposed** | Complete details in Appendix 2 |
| **Financial Capabilities** | (Attach copies of Audited financial statements of last three years and bank balance (*Complete details in Appendix 3*.) |
| **Form of Evaluation criteria** | Complete Appendix 5 (*attach necessary proof documents*) |

# BIDDING DATA & CONTRACT DATA

* 1. **Bidding Data**
	2. **Contract Data**

# BIDDING DATA

The Bidding Data is a part of Instructions to Bidders and should be read in conjunction with the Instructions to Bidders.

If there is a discrepancy is found in the Instructions to Bidders and the Bidding Data, the Content in the Bidding Data shall supersede the Content in the Instructions to Bidders.

*(Note: What is typed in italic letters are guide lines to prepare the Bidding Data and they shall be removed after preparation of the Bidding Data.)*

Revised on 24-12-2014

**Bidding Data**

***(Please note that the Clause nos. given hereunder are that of Instructions to Bidders)***

 **Clause Reference**

Revised on 14-05-2016

|  |
| --- |
| **General** |
| 1. **Scope of Bid**
 | 1.1 The Employer is Name : National Water Supply and Drainage BoardAddress: Galle Road, Ratmalana 1.2 Clearing Location and completion dates areas per the Clause 6 of the Condition of ContractShown in the Delivery schedule The Contract Period is……… days from the Start Date |
| **2. Collection of Bidding Documents** | 2.1 The office for collection of bid forms is Assistant General Manager (Tenders & Contracts) Tenders & Contract Section, NWSDB, Galle Road,  Ratmalana. Fax . 94-011 – 2635885 Tel: 94-011-26053282.3 The Bid forms will be issued until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Insert*  *the date)*Time of Closing of Bidding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Insert the date& time)*Bids shall be opened immediately after closing Bid Bids shall be opened at the of office of Assistant General Manager (Tenders& Contract) Tenders& Contract section,NWSDB, Galle RoadRatmalana Fax. 94-011 – 2635885 Tel: 94-011-2605328 |
| **4. Eligibility and Qualification of the Bidder** | * 1. **Qualifications**

 c) Average Annual Volume of services for the last three (03) years  shall be Rs. ………… d) The minimum staff shall be 1. Wharf Clerks – 06 No. (Copy of CHA cards shall be attached)
2. SLPA “A” pass holders – 03 No.(Copy of “A” pass shall be attach)
3. The minimum requirement of capital equipment shall be:

05 nos. of …… ton lorries including the prime movers to handle 40’’ ft, 20” FCL own by the Contractor. (A copy of revenue license / other documents shall be attach f) Bidder’s financial capability shall be Working Capital \*1 + present available credit facilities for the company\*2 + credit facilities exclusively for this contract - 0.1 x current work commitments\*3 > Rs……………\*4  \*1 Working Capital = Current Assets – Current  Liabilities  \*2 A letter to prove the credit facilities by a Bank shall be issued within a month prior to date of closing of Bids. \*3 current work commitment = work remaining  uncompleted  (Documentary evidence to justify shall be submitted) *\**4 *80% of Contract Price**.*4.3 All bidders shall provide, the information requested in the  Form of Bid and the Qualification Information.**The following information shall be provided in Qualification Information**:* Business Registration Number & Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Attach a copy of the business registration*)
* Legal Status *(Sole proprietor, Partnership, Company etc.)*
* Experience in works of a similar nature each of the last five (05) years; and ongoing similar contracts *(Format is given in Appendix 1)*
* Bidder’s financial statement for last 3 years *(Format is given in* *Appendix 3 & 3A)* Bidder shall complete together with the audited financial statement for the last 3 years
* *Revolving of credit facilities ( Format is given in Appendix 3B)*
* any other

 |

|  |
| --- |
| **Bidding Document** |
|  |  |
| **7. Clarification of Bidding Documents****13. Period of Validity of Bids** | **Employer’s address for the purpose of clarification is ;** Assistant General Manager (Tenders & Contracts) Tenders & Contract Section, NWSDB, Galle Road,  Ratmalana. Fax . 94-011 – 2635885 Tel: 94-011-2605328

|  |
| --- |
| **Preparation of Bids** |

The Bid shall be valid for 91 days from the date closing of the bids |
| **14. Bid Security**  | Bid shall include a Bid Security as part of this bid in the form included in Section 5.Bid Security shall be:1. For an amount of **LKR ……………….**
2. Valid until ………………(*give a Date)*

and issued by an agency stipulated below using the Form for Bid security (unconditional guarantee) included in Section 5, Standard Forms. |
|  | a) A Bank Guarantee issued by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka.Revised on 14-05-2018b) A fixed deposit or a pass book of a Bank operating in Sri Lanka approved by the Central bank of Sri Lanka, with deposits made in the name of the National Water Supply and Drainage Board, Sri Lanka.c) A Sri Lanka Rupee cash deposit to the National Water Supply & Drainage Board, Sri Lanka.d) A certified cheque issued by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka, in favour of National Water Supply& Drainage Board, Sri Lanka.e) A Bank Guarantee issued by a Bank based in another country but the security or guarantee “confirmed” by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka  |
| **16. Pre-Bid Meeting** | Pre Bid meeting (*will /will not )* be heldPre Bid meeting - Venue :…………………………………………..…………………………………………………………………………………………………………………………….*(Specify)*Date Time \_\_\_\_\_\_\_\_ |
| **20.Format and Signing of Bid** | **The Employer’s address for the purpose of Bid submission is;**Assistant General Manager (Tenders & Contracts)Tenders & Contract Section,NWSDB, Galle Road, Ratmalana.Fax . 94-011 – 2635885 Tel: 94-011-2605328  **Submission of Bids** |
| **18. Sealing and Marking of Bids** | 18.2 (a) **The Employer’s address;** The Chairman Department Procurement Committee National Water Supply & Drainage Board, Galle Road, Ratmalana, Sri Lanka. (b) Contract Name: **Services for Clearing and Forwarding of Imported Cargo**  Contract No.: **……………………………………………………..**1. As specified in Clause 2 above
 |
|  |
| **19. Deadline for Submission of Bids** | The deadline for submission of Bids shall be as specified in the IFB. |
| **Award of Contract** |
| **31. Signing of Agreement** | 35.1 Signing of Agreement shall be done at the office of  Assistant General Manager (Tenders & Contracts) Tenders & Contract Section, NWSDB, Galle Road,  Ratmalana.Fax . 94-011 – 2635885 Tel: 94-011-2605328 |
| **32. Performance Security** | The amount of Performance Security is 5% of the Initial Contract Price. |

**4.2 CONTRACT DATA**

Revised on 14-05-2018

The Contract Data is a part of General Conditions of Contract and should be read in conjunction with the General Conditions of Contract.

If there is a discrepancy is found in the General Conditions of Contract and the Contract Data, the Content in the Contract Data shall supersede the Content in the General Conditions of Contract.

*(Note: What is given in italic letters are guide lines to prepare the Contract Data and they shall be removed after preparation of the Contract Data.)*

|  |
| --- |
| **Contract Data*****(Please note that the Clause nos. given hereunder are that of Conditions of Contract)*** |
| **Clause Reference**  |  |
| **General Provisions** |
| 1. **Definitions**

**1.4 Employer** | **The Employer is** Name: National Water Supply and Drainage Board,(NWSDB)Address: Galle Road, Ratmalana Authorized Representative:  The Chairman, National Water Supply& Drainage Board, |
| **1.6 Engineer** | **The Engineer is**  General Manager,  National Water Supply and Drainage Board, Galle Road, Ratmalana.**Engineer's Representative : ………………………………..** |
| **1.7 Scope of** **Work** | The Contractor shall provide the entire service for clearing and delivering of imported cargo consigned to the Employer. The Contractor shall handle the document administration necessary to clear and deliver the Cargo without any loss or damage to the Employer.The Contractor shall take every possible action to clear the cargo in speedy manner without causing any delay or additional payment or demerges or fine to the Employer and any such payments shall be borne by the contractor.Once the cargo is cleared, it shall be delivered to the destination as instructed by the Engineer and as shown in the Delivery Schedule.Intended Completion Date is **……..**  Days from the Start Date. |
| **1.9 Start Date** | Start Date shall mean the date 7 days from the date of the letter of acceptance. |
| **6. Provision of Site for Delivery** | Delivery Schedule in the format given in the contract data |
| **11.3General Obligation** | The Service shall be performed for a period starting from ……… *(Specify the date)* up to ……….*(Specify the date)* |
| **15.2 Documents to be provided** **16.2 liability** |  **Execution of the Contract**The Documents to be used and dealt with are:1. Customs Declaration Forms
2. Sri Lanka Port Authority forms for delivery order and landing charges
3. Forms for payment of Secondary Harbour Rent and dues when necessary
4. Refund application form
5. WIC 1 and 2 application form as and when necessary
6. Nil or wrong marks application form as and when necessary
7. Overtime application forms to customs etc.; as and when necessary
8. Any other forms or documents which are introduced to time to time by the Sri Lanka Customs Department or Sri Lanka Ports Authoring in connection with the contract.

The quarries shall be informed to the employer within ………. Days*(Preferably one day)* from the receipt of the quarry.   |
|  | The Contractor shall1. Ensure that the cargo is surveyed at wharf by the respective insurance agency prior to clearing
2. Provide the necessary transport in accordance with the volume of cargo per consignment
3. Provide for safe unloading and safe stacking of cargo at required site
 |
| **Payment** |
| **19.Contractor’s claims**  | The Contractor shall submit the following documents with the claim:1. Exchange Control Copy of Customs Entry
2. Customs Stamped Invoice
3. Importers copy of Customs Entry
4. Customs receipt in respect of duty paid
5. Sri Lanka Ports Authority delivery order and receipt
6. If demurrage is paid as a result of purely Employer’s delay such certified statements of such rent paid, and rent paid receipts.
7. Copies of Letters addressed to Shipping Agents, Insurance Agents and Sri Lanka Ports Authority in respect of their liability regarding damaged cargo.
8. Documentary proof should be submitted along with the Bills submit for payment giving times of the Lorries entering the Colombo Port and leaving the Port after clearing of Full Container Load/ Less Container Load (FCL/LCL) consignment.
9. Shipping Agent payment invoices and receipts and yard bills if any.
10. Utilized LC copy
11. Acceptance Certificate of Cargo by the Sectional Head. Indicating the acceptance of Cargo in good condition or damages if any.

The claims shall be forwarded to the Employer within ……… days from the completion of the service for each cargo consignments.  |

**Delivery Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Delivery Location** | **Delivery Period** | **Remarks** |
| 1.2.3. |  |  |  |

# SPECIMEN FORMS

* **Bid Security**
* **Letter of Acceptance**
* **Agreement**
* **Performance Security**
* **Retention Money Guarantee**

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION**

## NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**PROVISION OF SERVICES FOR**

**CLEARING & FORWARDING OF IMPORTED CARGO from WHARF**

**CONTRACT No: …………………………………….**

FORM OF BID SECURITY

*-------------------------------------------------------------------------------------------------------*

*-------------------------------------------------------------------------------------------------------*

*[insert issuing agency’s name, and address of issuing branch or office]*

**Beneficiary:** The Chairman, National Water Supply & Drainage Board,

 Galle Road, Ratmalana

**Date:** ---------------------------- *[insert (by issuing agency) date]*

**BID GUARANTEE No.:** -------------------------- *[insert (by issuing agency) number]*

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated*[ date]* (hereinafter called "the Bid") for the **execution Provision of Services for Clearing & Forwarding of Imported Cargo from WHARF from**. *[ date]* **up to**  *[date]* under Contract No. .

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----------------------------------------------- *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ------------------- *[insert amount in figures]*  -------------------------------------------------------------- ---------------------------------------------------------------- *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders

 (hereinafter “the ITB”) ; or

(c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) the successful bidder furnishing the performance security, otherwise it will remain in force up to ---------------- *(insert date)*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s) of authorized representative(s) ]*

Revised on 17-01-2019

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION**

## NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**PROVISION OF SERVICES FOR**

**CLEARING & FORWARDING OF IMPORTED CARGO from WHARF**

**CONTRACT No: …………………………………….**

**LETTER OF ACCEPTANCE**

 *[Letter heading paper of the Employer]*

 …………… *[Date]*

To: ……………………………………………………………………………………………

*[Name of the Contractor]*

 ………………………………………………………………………………………………

*[Address of the Contractor]*

This is to notify you that your bid dated ………………………….[insert date] for the **execution Provision of Services for Clearing & Forwarding of Imported Cargo from WHARF from**

 *[ date]* under Contract No. for the Contractor price of……………………………………………................................……………………………... *[amount in figures and words]* as corrected in accordance with Instructions to Bidders and/or modified by a Memorandum of Understanding, is hereby accepted.

The adjudicator shall be appointed when necessity arises.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

The Start Date shall be : ………………………………….(fill the date as per Conditions of Contract).

Contract Period is 365 days from the Start Date.

The Amount of Performance Security is : ………………………

The Performance Security shall be submitted on or before ………………………………(fill the date as per Conditions of Contract). Failing to submit the performance guarantee will be a breach of contract and actions shall be taken as per clause 31 of the Instruction to Bidders.

Please acknowledge the receipt of this letter by return fax and make arrangements to sign the agreement by prior appointment with the Asst. General Manager (Tenders & Contracts) within 14days.

Please contact PD/DGM ( )/AGM ( ), Engineer’s Representative of this tender, on Telephone No………………………. for further action on this contract.

 …………………………….

General Manager

Revised on 17-01-2019

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION**

## NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**PROVISION OF SERVICES FOR**

**CLEARING & FORWARDING OF IMPORTED CARGO from WHARF**

**CONTRACT No: …………………………………….**

**AGREEMENT**

This Contract Agreement made and entered into between the National Water Supply and Drainage Board, a corporate body duly established under the provisions of the National Water Supply and Drainage Board Law No. 2 of 1974 and having its Head Office at Ratmalana in Sri Lanka (hereinafter sometimes referred to as "the Board") of the one part and: ………………

..........................................................................……….... which duly incorporated under the laws of Democratic Socialist Republic of Sri Lanka and having registered its office at …………

...........................................……………………………………………………………………. …….......................................................................…………...............................………….. (hereinafter called "the Contractor" which term of expression shall where the context so requires or admits mean and include its successors and permitted assigns)of the other part.

WHEREAS the Contractor has submitted a tender in agreement with the Conditions of Contract and the Board has accepted the tender and in consideration of it the Board is desirous of entering into a contract with the Contractor for the provision of clearing & forwarding of imported cargo from wharf at.................................................................................... ........................... as specified in the Contract Data.

AND WHEREAS the Bill of Quantities or Schedule of Rates and Specifications and the Conditions of Contract describing the services to be provided have been prepared by the Board and the same have been signed by the parties hereto.

NOW it is hereby agreed as follows:

1. For the consideration hereinafter mentioned the Contractor shall, upon and subject to the conditions hereto annexed, mobilize and provide the Services referred to in the said Bill of Quantities and in the said Conditions of Contract to the entire satisfaction of the Board for a period of one year commencing from …………………………………………………………………………………….........………….................................................................………. subject to extras, omissions and variations to be determined by the Board as hereinafter provided.

2. The said bidding document including Form of bid, qualification Information, Instructions to Bidders, Conditions of Contract, Specification, the said Bills of Quantities, and Schedules, of Labour, Materials and Equipment and Appendices, all duly signed by the Board and the Contractor shall for all purposes be read, regarded and construed as part and parcel of the Agreement.

Revised on 17-01-2019

3. The Contractor will be paid for the said execution of the Services the sum of ……….

………………………………………………………………………………………..

(Rs. ............................................) hereinafter sometimes referred to as the "Contract Price" or such other sum as shall become payable hereunder according to the terms of the Contract.

4. As security for the due and proper performance and fulfillment of this Contract and for the due payment of all claims to which the Board may be entitled hereunder, the Contractor hereby undertakes to maintain a Guarantee in favour of the Board from a Bank approved by the Board, as surety in the sum of Rupees .........................…............ .................................................…………………....………(Rs. .........................) which said Performance Guarantee shall remain in force and shall not be discharged until the Board shall have granted a Final Certificate to the effect that the Contractor has duly discharged and completed all his obligations under this contract and that there is no sum whatever due to the Board at the date of such Final Completion Certificate under this Contract.

5. The following terms used in this Agreement and or in the Specifications shall be understood as having the meanings hereby ascribed to them, namely;

* 1. "The Department Procurement Committee" shall mean the Department Procurement Committee appointed for the purpose of determining the Tender.
	2. "The Contractor" shall mean the person or persons, firm or firms, company or companies who have contracted for the services herein specified and includes its successors and permitted assigns.
	3. "The Chairman" shall mean the officer for the time being holding the office of or acting as the Chairman, National Water Supply and Drainage Board and his successors.
	4. "The Government" shall mean the Government of the Democratic Socialist Republic of Sri Lanka.
	5. "The Employer" or "The Board" shall mean the National Water Supply and Drainage Board.
	6. "Months" shall mean calendar months.
	7. “Days” shall mean calendar days.
	8. “Start Date” means the 7 days after the date of letter of acceptance
	9. "The Contract Documents" shall mean the Form of Bid, Instructions to Bidders, Conditions of Contract, Schedules (Contract Data and **Bidding Data**) Schedule of labour, materials and equipment, the Specifications, Bills of Quantities, Drawings, Appendices, Addenda, Articles of Agreement and their annexures.
	10. "The Contract Price" shall mean the sum stated in the Letter of Acceptance payable to the Contractor for the providing works and Services in accordance with the provisions of the Contract.
	11. "The Services" shall mean the Services to be provided under this Contract.
	12. “Premises” shall mean the “Buildings and associated Lands”
	13. "Variation" shall mean any alteration of the description of any item in the Bill of Quantities, Alteration of the form, quality, quantity or character of work or execution of additional work which in the opinion of the Board, is required for the perfect completion of the works outlined in the Agreement.
	14. "Rs. or SL Rs. or LKR" shall mean Sri Lanka Rupees.

IN WITNESS WHEREOF the parties hereto have set their hands and seal to these presents at the places and dates hereinafter mentioned.

Signed by the said ................................................................. Chairman, National Water Supply and Drainage Board and ........................................... Board Member of the National Water Supply and Drainage Board at .................................... on the ...................................... day of …………........................................................……... Two Thousand and …… in the presence of the following Witnesses.

Chairman Board Member

# NATIONAL WATER SUPPLY AND DRAINAGE BOARD

**Witnesses**

1. Signature 2. Signature :

 Name : Name :

 Address: Address :

For and on behalf of the Contractor : signed by the said ……………………………………in the capacity of …………………………………………………………………………. and/or duly authorized to sign this contract agreement for and on behalf of ………..

……………………………………………………………………………………………..

……………………………………………………………… (Block Letters)

**Witnesses**

1. Signature 2. Signature :

 Name : Name :

 Address: Address :

**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**MINISTRY OF CITY PLANNING, WATER SUPPLY AND HIGHER EDUCATION**

**NATIONAL WATER SUPPLY AND DRAINAGE BOARD**

**PROVISION OF SERVICES FOR**

**CLEARING & FORWARDING OF IMPORTED CARGO from WHARF**

**CONTRACT No: …………………………………….**

**PERFORMANCE SECURITY**

**(Unconditional)**

……………………………………………………………………………………………………… *[Issuing Agency’s Name and address of Issuing Branch or Office]*

**Beneficiary : ……………………………………………………………………………………**

*[Name and Address of Employer]*

**Date** : ………………………………………………………

**PERFORMANCE SECURITY NO.: ………………………………………**

We have been informed that ……………………………………………………………………..

*[Name of Contractor](hereafter called “the Contractor”)* has entered into Contract No. *………………………………[reference number of the contract]* dated …………………………with you, for the …………………………………………………………………………*[insert “Construction”]* of ……………………………………………………………………………….

*[name of contract and brief description of Works] (hereinafter called “ the Contract”).*

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we ………………………………………………………………

*[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ……………………………………………………………*[amount in figures]* (………………………………….……………………………………………………………………………………………………………) *[amount in words],* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ………… day of …………. 20……. *[insert date, 28 days beyond the Intended Completion Date]* and any demand for payment under it must be received by us at this office on or before that date.

Revised on 17-01-2019

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract document which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

……………........................................................ …….….

*[Signature(s)] of the Guarantor* Seal

Capacity …………………………..

Revised on 14-05-2018

1. **SCHEDULE OF PARTICULARS**

**SCHEDULE OF PARTICULARS**

**General Requirements**

1. Availability of own TIN/VAT number as a Clearing Agent with Customs:……….... YES/NO (copy of TIN/VAT certificate should be attached)
2. Availability of EDI online systems with Customs:……... YES/NO
3. No. of years of experience as a Clearing Agent with Customs:…… years
4. Status with Customs: Gold card holder or Normal card holder……….
5. Bidder shall attached the list of Customers and contact numbers including government organizations

Permanent Staff Strength

1. Nos. of Wharf clerks employees:……….. No of Wharf clerks (copy of CHA cards shall be attached)
2. Nos. of SLPA “A” pass holders. No of A pass employees…….
3. Availability of a separate officer for the Customs Entry Framing. YES/NO ………………………………………………………………………………………………(shall prove with details of Employee)

Strength of Capital equipment

1. Nos. of own lorries including prime movers to handle 40” and 20” FCL. No of Lorries available………..

(shall attached the copy or revenue license/other docs)

1. Availability of contact with transporters to arrange 20/40” FCL’s to deliver the goods in time. YES/NO……………………………………………………………….

(Details of the transporters should attached)

Sign on ……………………………. Day of ………………………………….(insert date of signing

1. **SCHEDULE OF PRICES**

Sample

|  |
| --- |
| **PROVISION OF SERVICES FOR** |
| **SCLEARING & FORWARDING OF IMPORTED CARGO from WHARF**  |
| **NATIONAL WATER SUPPLY & DRAINAGE BOARD**  |
| **Contract No. …………………………………………………** |
| **SCHEDULE OF RATES** |
|

|  |  |  |
| --- | --- | --- |
| **Item no** | **Description** | **Rate RS. CTS.** |
| 1.2.2.12.2 | **Parcel Post** All inclusive charges for clearing, forwarding& delivering of Cargo received by Parcel Post to Ratmalana Main Office. **LCL Shipment**Clearance of Air/Sea Consignment up to 10 kg and delivered to Ratmalana. (including agency fee/ documentation/ handling/ transport unloading/ stacking)Clearance of Air/ Sea Consignment over10kg and up to 500 kg and delivered to Ratmalana. (including Agency fee/ documentation/ handling/ transport/ unloading/ stacking) |   |
| 2.3 | Clearance of Air/ Sea Consignment weight over 500 kg and up to 1000 kg and delivered to Ratmalana. (including Agency fee/ documentation/ handling/ transport/ unloading/ stacking) |   |
| 2.4  | Clearance of Air Freight Consignment weight over 1000 kg and delivered to Ratmalana. (including Agency fee / documentation/ handling/ transport/ unloading/ stacking)  |   |
| 2.5  | Clearance of Sea Consignment weight over 1000 kg and up to 10000 kg and delivered to Ratmalana. (including Agency fee / documentation/ handling/ transport/ unloading/ stacking)  |  |
| 2.6  | Clearance of Sea Consignment weight over 10000 kg and delivered to Ratmalana. (including Agency fee / documentation/ handling/ transport/ unloading/ stacking)  |  |
| 3. 3.1 |  **FCL 20’**All inclusive charges clearing, forwarding, handling/ transporting/ unloading/stacking of 20’ container to Ratmalana Stores. |   |
|  4.4.1 | **FCL 40’**All inclusive charges clearing, forwarding, transporting/ unloading/ stacking of 40’ container to Ratmalana Stores. |   |
| 5. | **Container Transport Charges for long distance**  |  |
| 5.15.2 | 20 feet container per running kilometers40 feet container per running kilometers  |  |
| 6. | **Loading/ unloading charges** |  |
| 6.16.2 | 20 feet containers40 feet containers |  |
| 7. | **Transport charges for Trailers**  |  |
| 7.17.2 | Low bed Trailer per kilometer High bed Trailer per kilometer  |  |
| 8. | **Clearing of Vehicles (Per vehicle all inclusive)**  |  |
| 9. | **Any detention charges in detail**  |  |
| 9.1 | Per hour (after normal working hours – 5:00 P.M.) |  |

 |

**VAT** (applicable rate : 15%)

**VAT Registration No.**

(A copy of the VAT Registration Certificate or a letter from Department of Inland Revenue stating that the tender is not registered for VAT shall be annexed).

Note : The NWSDB VAT Registration No : - 4090 31820 7000

Revised on 14-05-2018

# APPENDICES

**Appendix 1 Details of Similar Works Completed Within Last five Years**

#### Appendix 2 Staff Qualification and Schedule of Proposed to be Used

#### Appendix 2A SCHEDULE OF PLANT AND EQUIPMENT

#### Appendix 3 Financial Statements

**Appendix 3A Authorization to obtain References from Bankers**

**Appendix 3B Revolving credit facility**

**Appendix 4 bidder’s Authorization to sign the Contract**

**APPENDIX 1 - DETAILS OF SIMILAR WORKS COMPLETED WITHIN THE LAST FIVE YEARS AND ONGOING**

**SIMILAR ONES**

Note: Separate sheets for each year may be used.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Year** | **Name and Address of Employer** | **Name and details of Contract** | **Value of Contract** | **Period of Contract** | **Remarks****(Completed/ongoing etc.)** | **Value of work remaining incomplete** |
| ………. |  |  |  |  |  |  |
| Total monetary value of Clearing services performed in year ……….. |  |  |  |
| ………. |  |  |  |  |  |  |
| Total monetary value of Clearing services performed in year ………. |  |  |  |
| …….. |  |  |  |  |  |  |
| Total monetary value of Clearing services performed in year ……….. |  |  |  |

* Note : Contractor’s shall submit completion certificates for completed services and awarding letters and relevant cliental certificates for ongoing services for the proof of above furnished details.

#### Appendix 2- SCHEDULE OF STAFF PROPOSED TO BE USED

(The Bidders shall provide all the information in this Schedule which shall be required to carry out services stipulated in this contract**)**

A) **Staff**

|  |  |
| --- | --- |
| **Description** | **Number of Employees *(To be completed by the Bidder)*** |
| **Wharf Clerks** |  |
| **SLPA “A” pass holders** |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Note: All the documents requested under the Bidding Data clause 4.2(C) shall be attached.**

#### Appendix 2A- SCHEDULE OF PLANT AND EQUIPMENT

**B)Plant and Equipment**

***(Could be modified according to the requirement)***

The Bidder should declare the actual plant and equipment that he proposes to use for the execution of the services under this contract.

The following items shall be available, exclusively for this Contract.

|  |  |  |
| --- | --- | --- |
| Item | Description | Quantity available***(To be completed by the Bidder*** |
| 1 | lorries including the prime movers to handle 40“FCL own by the Contractor. (A copy of revenue license ) |  |
| 2 | lorries including the prime movers to handle 20” FCL own by the Contractor. (A copy of revenue license ) |  |
| 3 | **Any other equipment as proposed by the Bidder** |  |
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**APPENDIX 3 - FINANCIAL STATEMENT**

Summary of assets and liabilities based on the audited financial statements for the last three financial years (Current statement may be unaudited) together with the Financial Performance as indicated in the following schedule shall be submitted.

Bidders whose financial capability is marginally less to undertake this tender may show credit facilities available to them from banks.

##### Financial Performance for the Last 3 Years

|  |  |  |  |
| --- | --- | --- | --- |
| Year | xxxx | xxxx | xxxx |
| Turnover from Contracting |  |  |  |
| Fixed Assets (FA) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
| Long Term Liabilities (LL) |  |  |  |
| Working Capital (CA – CL )  |  |  |  |
| Net Total Assets( FA + CA – CL – LL ) =Total Assets – Total Liabilities |  |  |  |
| Net Total Assets x 100Total Assets |  |  |  |
| **Net Profit x 100**Working Capital |  |  |  |
| **Turnover x 100**Total Assets |  |  |  |

**APPENDIX 3A - Authorization to obtain References from Bankers.**

**BIDDER SHALL FILL THIS FORM AND PROVIDE WITH THE BID**

…….………… *[Bidder’s Name]*

 ………………….........*[Address]*

………………………………….

..……………………………….

Manager …………………….. *[Name of Bank]*

………………..……………….*[Address]*

…………………………………………

…………………………………………

Dear Sir,

I hereby Authorize the National Water Supply & Drainage Board, on behalf of the Procurement Committee, to seek references of Bank details in order to evaluate the financial statues of our company M/s ……………………………………………………………………

*……………………………………………………………………….[Contract Name]* in connections with the ……………………………………………………… *[Contract Number]* bid, submitted by us.

Yours faithfully,

………………………………..

………………………………..

Authorized officer of the Bidder.

**APPENDIX 3B – REVOLVING CREDIT LINE FACILITY**

Date : ………..

Name of Bidder : …………………………………..

Details of Commercial Banks providing revolving line of credit facilities.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  Name of the Bank |  Amount of Credit Line (Rs. ML) |  Address |  Contact Telephone No. |  Contact Name and Title |
|  |  |  |  |  |

Note : Attach original letters issued from commercial banks addressed to the NWSDB,

 Confirming the revolving line of credit facilities given to the Bidder, exclusively for

this contract.

 ………………………………….

 Signature of Bidder/Authorized Representative

 Company Seal :

**Appendix 4 - BIDDER’s Authorization to sign the Contract**

[The Bidder shall require to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letter head of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. The bidder shall include it in its bid].

 Date : [insert date (as day, month and year) of Bid Submission]

 No. : [insert contract number]

To : Chairman,

 Procurement Committee

 ………………………….

 ………………………….

**Clearing & Forwarding of Imported Cargo from Wharf for**

**……………………………………. Water Supply Scheme**

**Contract No. …………………………………..**

We …………………………………………[insert complete name of the Bidder], who ……………………………………….…………[insert full address of Bidder], do hereby authorize …………….………………………….. [insert complete name of Bidders authorize officer who signs the contract] to submit a bid on behalf of our company and to subsequently negotiate and sign the Contract.

Specimen Signature …………………………………………………………

Signed : …………………………………[insert signature(s) of authorized representative(s) of the Bidder]

Name : ………………………………………………………..[insert complete name(s) of authorized representative(s) of the Bidder]

Title : …………………………………….. [insert title]

Duly authorized to sign this Authorization on behalf of : ……………………………[insert complete name of Bidder]

This is to certify that the seal and signatures of legal representative and authorized person affixed to power of attorney attached hereto are found to be authentic.

………………………………

Signature of Attorney at Law

……………………………..

Revised on 26-04-2017

Seal of Attorney at Law