



Government of Sri Lanka

Ministry of Ports and Shipping

Ceylon Shipping Corporation Ltd. (CSC)

Bidding Document for

**International Competitive Bidding for Partnering with
CSC in Lightering (Barging) for discharging of Coal from
Mother ships to Jetty of the Lakvijaya Power Station by
using Self-Propelled Barges (SPB) -Season2021/22 and
2022/23**

Bid No.: CSC/2021/T/Coal/L/1

The Chairman, Ceylon Shipping Corporation Ltd.,
On behalf of Standing Cabinet Appointed Procurement Committee (SCAPC) for the Bid for
Lightering of Coal and Stevedoring
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Abbreviations

1	BDS	Bid Data Sheet
2	CEB	Ceylon Electricity Board
3	CSC	Ceylon Shipping Corporation Ltd.
4	DGMS	Director General of Merchant Shipping
5	DWT	Deadweight
6	ETA	Estimated Time of Arrival
7	GOSL	Government of Sri Lanka
8	H&M	Hull & Machinery
9	ICB	International Competitive Bidding (ICB).
10	IFB	Invitation for Bids
11	ISPS	International Ship and Port Facility Security
12	ITB	Instruction to Bidders
13	LCC	Lanka Coal Company (Pvt) Ltd.
14	LKR	Sri Lankan Rupees
15	LOA	Length Overall
16	LVPP	Lakvijaya Power Plant
17	MT	Metric Ton (1,000 kg)
18	NOR	Notice of Readiness
19	P&I Insurance	Protection & Indemnity Insurance
20	PCA-3	Public Contracts Act No.3 of 1988
21	PWWD	Per weather working day
22	SCAPC	Standing Cabinet Appointed Procurement Committee
23	SLN	Sri Lanka Navy
24	SLPA	Sri Lanka Ports Authority
25	SPB	Self-propelled open deck barges
26	SSHINC	Saturdays, Sundays and holidays included
27	STCW	Standards of Training, Certification, and Watch keeping
28	TEC	Technical Evaluation Committee
29	USD	United States Dollar

Definitions:

- “Lightering” shall collectively mean on-board stevedoring, lightering of coal from Mother Vessels at the anchorage of port of Puttalam to the Jetty of the Power Station and related Mother Vessel hold cleaning using pay-loaders;
- “MT (s)”, “tonne” shall mean metric ton(s) of 1,000 kilograms;
- “US\$, “USD” shall refer to the lawful currency of the United States of America;
- A fraction of a cent in any calculation shall be rounded up to two decimal places, if such fraction is one half of a cent or more, and shall be rounded down if otherwise;
- A fraction of a ton in any calculation shall be rounded up to two decimal places if such fraction is one half of a ton or more, and shall be rounded down if otherwise;
- “Working day” shall mean a day (other than Saturday, Sunday or public holidays) on which banks are open for business in Sri Lanka;
- “Jetty” shall mean the Jetty of the Lakvijaya Power Station at Puttalam, Sri Lanka;
- “NOR” mean Notice of Readiness of the vessel to unload coal;
- “SPB” shall mean Self-Propelled Barge owned or chartered or provided by Lightering partner having valid Registration Certificates, Classed under one of the Classes of the International Association of Classification Societies (IACS), other trading certificates and Protection and Indemnity Insurance Covers and having valid permission from the Director General of Merchant Shipping (hereinafter referred to as DGMS) of Sri Lanka for lightering operations at the said location or registered under the Sri Lanka Flag;
- “SPBs” shall mean Self-Propelled Barges (plural);
- “Mother vessel” shall mean bulk carrier ships having cranes.

Section 1: Invitation for Bids (IFB)

1. The Chairman, Standing Cabinet Appointed Procurement Committee (SCAPC) invites you amongst others sealed Bids from eligible and qualified bidders for the procurement of services as mentioned in the instruction to bidders ITB 1 in accordance with specifications, terms and conditions stipulated herein.
2. The Intended Service Period is mentioned in ITB 1.
3. Bidding will be conducted through International Competitive Bidding (ICB).
4. Interested eligible bidders may obtain further information from the address as mentioned in the ITB 6.
5. A complete set of Bidding Documents may be purchased by interested bidders on the submission of a written application to the address stipulated in the ITB 8.1 upon payment of a non-refundable fee as stipulated in ITB 3.2.
6. Bids must be delivered to the address stipulated in the ITB 8.1 on or before the time stipulated in ITB 8.2. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person or on-line at the address stipulated in ITB 9.1.

Section 2: Instructions to Bidders (ITB) **Lightering of Coal**

1. Scope of bid

Chairman, Standing Cabinet Appointed Procurement Committee (SCAPC) invites interested parties to submit a Bid for the lightering of coal in Partnership with CSC for the 900 MW Lakvijaya Power Plant at Puttalam, Sri Lanka, by submitting Offers as follows. The name & identification number of the contract is stipulated in the BDS

- a. Agreeing to the lowest Base Lightering Rate in USD per MT basis from the discharging anchorage in the port of Puttalam to the Jetty of the LVPS including onboard stevedoring and other scope of work explained in the Instructions to Bidders and subject to terms and conditions stipulated in the draft Lightering Agreement attached to this Bidding Documents;
- b. Offer the Address Commission for CSC on per MT basis irrespective of bunker fuel price as per the Draft Lightering Agreement, which is part of this Bidding Document;

This invitation could be extended on behalf of the Employer and the Procurement Entity as stipulated in the BDS, if necessary.

Intended service period is stipulated in the BDS

2. Bidding Procedure

A Single Stage two envelop Bidding Procedure through the international competitive bidding (ICB) will be adopted for this procurement.

3. Cost of Bidding

- 3.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid (Including cost of attending pre-bid meeting, site visit and any other costs associated with) and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. By participating in the bidding, each Bidder agrees and acknowledges that in no event shall it be entitled to make a claim of any kind against CSC or CSC's officers, employees, or consultants arising out of, relating to, or in any way connected with the Bidder's bid or CSC's consideration thereof.
- 3.2. A complete set of Bidding Documents may be purchased by interested bidders on the submission of a written application to the address stipulated in the ITB 8.1 upon payment of a non-refundable fee as stipulated in the BDS.

4. Site Visit & Pre-bid meeting

- 4.1. The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services.
- 4.2. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.

- 4.3. The costs of visiting the Site and attending to the pre-bid meeting shall be at the Bidder's own expense.

5. The Bidding Document

5.1. Content of Bidding Document

The bidding document comprises the documents listed below:

Section 1:	Invitation for Bid
Section 2:	Instructions to Bidders
Section 3:	Bid Data Sheet
Section 4:	Employer's Requirements
Section 5:	Bidding Forms
Section 6:	Condition of the Contract
Section 7:	Agreement

The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bid Documents. For ease of reference, a specimen Form of a Bid Security can be found attached to these instructions. Failure to furnish all information required by the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents will be at the Bidder's risk and may result in rejection of its Bid.

5.2. Amendment of Bidding Document

At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Bid Documents by issuing an Addendum. Notice of any amendments will be made available in writing and electronically by email or telefax to all prospective Bidders who have purchased the Bid Documents and will be binding on them. Bidders are required to immediately acknowledge receipt in writing or electronically by email and using the Addenda Receipt provided in Annex 6 for any such amendment with the Bid. It will be assumed that the information contained therein will have been taken into account by the Bidder in its Bid.

6. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bid Documents may notify the Employer in writing or electronically by email or telefax at the Employer's address indicated in the BDS. CSC will respond in writing to any request for clarification of the Bid Documents which is received not later date and time stipulated in the BDS.

Written copies of the Employer's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have purchased the Bidding Documents up to the time of clarification by Employer.

7. Preparation of Bids

7.1. Language of Bid

The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and CSC, shall be written in the English language, provided that any printed literature furnished

by the Bidder may be written in another language so long as accompanied by an English translation. For purposes of interpretation of the Bid, the English translation shall govern. Any document submitted in another language without accompanying English translation shall not be considered for the evaluation of the bid.

7.2. Confidentiality of Bidding

The prices in the Bidder's Bid must be determined independently, without consultation, communication, or agreement with any other Bidder or potential Bidders.

The prices that have been quoted in the Bidder's Bid must not and will not knowingly be disclosed by the Bidder directly, or indirectly, to any other Bidder or potential Bidder prior to the time Bids are due. Bidder warrants that no attempt has been made, directly or indirectly, to induce any other persons or firms to submit or not to submit a Bid for the purpose of restricting competition.

The Bidder shall not disclose the Bid Documents to any third party who is not directly related with the preparation of the Bid proposal.

7.3. Method of Receiving Bids

Sealed Bids will be received by courier or by hand.

7.4. Documents to be submitted by Bidders

7.4.1. The Bidder shall submit the **Original Bid** under two separately sealed envelopes as follows:

- (a) The first envelope shall be clearly marked "ENVELOPE 1 – QUALIFICATION AND EXPERIENCE INFORMATION"; (Technical Proposal) and
- (b) The second envelope shall be clearly marked "ENVELOPE 2 – "FINANCIAL BID" and warning "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE BIDDERS".

7.4.2. The Envelope 1, marked as "Original of QUALIFICATION AND EXPERIENCE INFORMATION" (Technical Proposal) shall include the originals of the following:

- (i) Letter of Bid duly completed and signed by the Bidder (Annex 1)
- (ii) Bid Security (specimen Form is attached as Annex 2)
- (iii) Power of Attorney (Annex 4 specimen Form attached)
- (iv) Forms 1 to 9 duly filled and signed with necessary supporting documents. In the case of joint venture, separate forms shall be submitted by each partner.
- (v) Addenda Receipt, if any (Annex 6 attached) duly filled and signed by the Bidder
- (vi) Draft Lightering Agreement
- (vii) Bid Data Sheet (BDS)
- (viii) PCA 3 Form, if applicable.
Please note that PCA-3 Form is a prescribed Form under the Public Contracts Act No.3 of 1987, which specifies the persons required to register with the Registrar of Public Contracts. This act is available for your reference at website http://www.lawnet.lk/section.php?file=http://www.lawnet.lk/docs/statutes_1956_2006/indexs_Vol2/1987YOVOC3A.html
- (ix) If the Bidder is a joint venture, joint venture partnership/shareholding agreement.
- (x) Other information listed in ITB 9.3.1; and
- (xi) Any other information, bidder may wish to include

7.4.3. The Envelope 2, marked as “ORIGINAL OF FINANCIAL BID” shall include the originals of the following:

(i) Rates Offer (Annex 5)

7.4.4. The two covers shall then be sealed in an outer Envelope marked as Original. All inner and outer envelopes/covers shall:

(a) be addressed to the Employer at the address provided in the BDS;

(b) bear the name and identification number of the Contract as defined in BDS

7.4.5. The bidder shall prepare two copies of original bids as described in above 7.4.1 to 7.4.4 and shall submit in addition to the original bid in separate envelopes marked as copy 1 and copy 2.

7.5. Base Lightering & Address Commission

7.5.1. Base Lightering Rate

The Base Lightering Rate to be offered in this bid shall be all inclusive rate. It shall include, but not limited to, followings;

- Address commission
- Net Lightering rate
- Stevedoring rate
- Mobilization & Demobilization cost
- Sheltering, if applicable, of barges during the off season
- Personnel cost of Lightering Partner’s personnel (Accommodation, Food, etc.)
- Any applicable personnel taxes in Sri Lanka & Lightering partner ’s country
- Expenses in compiling with Custom formalities
- Expenses in complying with statutory requirements of GOSL and CEB Lakvijaya Power Plant (Security, Safety, ect)
- Expenses in complying with quarantine requirements due to Pandemic

7.5.2. Address Commission

The Bidder shall specify the Address Commission which shall be an acceptable market rate, in the Rates Offer (Annexure 5).

The Address Commission to be paid to CSC by the Lightering Partner should be included per MT basis. The Address commission shall be fixed for the Period of Contract and for extended period, if any, irrespective of any fluctuation of Base Lightering Rate due to fluctuation of fuel prices.

7.6. Bid Currency

The currencies of the Bid and payment shall be United States Dollar (USD). Bidder’s Base Lightering Rate shall be quoted in U.S. Dollar (USD).

For bid evaluation, documents provide in other currencies by the bidders will be converted to USD using middle exchange rate published by the Central Bank of Sri Lanka, on the date 28 Days prior to deadline for submission of the Bids.

7.7. Bid Security

All Bids must be accompanied by a Bid Security in the amount and currency and validity as specified in the BDS. The Bid Security, in the Form provided in Annex 2, shall be a Bank Guarantee issued by;

- A Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, or
- A Bank in another country, but the security "confirmed" by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.

Any Bid not secured as aforesaid shall be rejected as non-responsive.

Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible following provision of Performance Security by the successful Bidder, but not later than 30 days after the expiration of the period of Bid Validity prescribed by CSC, pursuant to Clause 7.8.

The successful Bidder's Bid Security will be discharged upon the Bidder's signing the Lightering Agreement, pursuant to Clause 10.2.

The Bid Security may be forfeited:

- (a) If a Bidder:
 - i) Withdraws its Bid during the period of Bid Validity specified in Clause 7.8; or
 - ii) Refuses to accept any arithmetical correction necessary in the Bids; or
- (b) In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract in accordance with Clause 10.2; or
 - (ii) To furnish Performance Security in accordance with Clause 10.3.

In the event of joint venture, the bid security of a joint venture shall be in the name of the joint venture that submits the bid.

7.8. Validity of Bids

Bids shall remain valid for a period as specified in BDS. A Bid valid for a shorter period shall be rejected by CSC as non-responsive.

In exceptional circumstances, CSC may solicit Bidder's consent to an extension of the period of validity of their Bids. The request and responses thereto shall be made in writing or by email or telefax. If a Bidder accepts to prolong the period of validity, the Bid Security shall also be extended accordingly. A Bidder may refuse the request without forfeiting its Bid Security. Any Bidder granting the request will not be required nor permitted to modify its Bid.

7.9. Format and Signing of Bid

The Bidder shall prepare one original and two copies of the Bid, clearly marking each one as "Original", "Copy No. 1", "Copy No. 2", as appropriate. The Original and the copies of the Bid, each consisting of the documents listed in Clause 7.4 above, shall be typed written or otherwise reproduced in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written Power-of-Attorney accompanying the Bid and submitted as Annex 4 to the Bid. All pages of the Bid shall be initialed by the person or persons signing the Bid.

The Bid shall not contain any interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

8. Submission of Bids

8.1. Submission, Sealing and Marking of Bids

Sealed Bids addressed as follows shall be submitted by hand or sent by express courier to

Chairman, Ceylon Shipping Corporation Ltd.,
On behalf of Standing Cabinet Appointed Procurement Committee,
Ceylon Shipping Corporation,
No. 27, Sir Razik Fareed Mawatha,
Colombo 00100, Sri Lanka

8.2. Deadline for Submission of Bids

Bids shall be received up to 14:00 hrs Sri Lanka Standard Time on the date mentioned in the BDS.

SCAPC/CSC may at its discretion extend this deadline for submission of Bids by amending the Bid Documents in accordance with Clause 6.0, in which case all rights and obligations of CSC and Bidders previously subject to deadline will thereafter be subject to the deadline as extended.

8.3. Late Bids

Any Bid received after the deadline for submission of Bids will be rejected and returned unopened to the bidder.

9. Bid Opening and Evaluation

9.1. Opening of Bids

- 9.1.1. The Employer will open the envelope marked, 'Envelope 1 – Qualification and Experience Information'(Technical Proposal), in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the BDS. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.
- 9.1.2. The Bidders' names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 9.1.3. The envelopes marked 'Envelope 2 – Financial Bid' will be opened after the completing the evaluation of envelope marked 'Envelope 1 – Qualification and Experience Information (Technical Proposal)'

9.2. Clarification of Bids

To assist in the examination, evaluation and comparison of Bids the CSC may, at its discretion and at any time, ask the Bidder for a clarification of its Bid.

The request for clarification and the response shall be in writing and no change in the Lightering and Address Commission rates or substance of the Bid shall be sought, offered or permitted.

9.3. Qualification and Experience of the Bidder

All bidders shall provide in Section 5: Bidding Forms and necessary supporting documents with respect to under mentioned qualifications & Experience criteria.

9.3.1. The following factors will be considered to judge the eligibility of the Bidders;

(A)	Preliminary Eligibility and qualifications
A1	Minimum experience of 03 years in lightering of coal at an anchorage port. In the event of a Joint Venture, experience of a single Joint Venture Partner will be considered
A2	Experience in lightering of at least two (02) million MT of coal per annum in last 03 years up to March 31, 2021 (from April 1, 2018 to March 31, 2021). In the event of a Joint Venture, experience of a single Joint Venture Partner will be considered
A3	<p>Minimum Average annual turnover of USD 7.0 million or equivalent, working capital, net assets and cash flow over the last three (3) financial years from the business of lightering of Coal. In the event of the joint venture, minimum 40% of the requirements must be met by the one of the partners and the balance by all remaining partners combined</p> <p>Working Capital and or evidence of access to or availability of Credit Facility for not less than USD 1.0 Million. In the event of the joint venture, minimum 40% of the requirements must be met by the one of the partners and the balance by all remaining partners combined</p> <p>i) In case of Working Capital, it will be derived by using the following formula based on the values represent the latest balance sheet.</p> <p>Working Capital = Total Current Assets – Total Current Liabilities – Total Litigation</p> <p>ii) Applicant shall provide original letter of confirmation from the applicant’s bank(s) as evidence of availability of Credit Facilities. Photocopies, faxes, email shall not be acceptable.</p> <p>iii) All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder</p>
(B)	Technical suitability of the SPBs / Technical Eligibility & Qualifications. In the event of the joint venture, requirements must be met by all partners combined.
B1	Minimum 3 payloaders
B2	Total Deadweight (DWT) of the SPBs offered,
B3	Class/Class expiry date /Flag (should be a Class acceptable to the Sri Lanka Flag Administration),
B4	Validity of Protection & Indemnity Insurance Covering following liabilities Wreck removal, Port/jetty property damages, Oil pollution and Crew, cargo, third party liabilities and expiry date of the cover
B5	Statutory and relevant Trading Certificates,
B6	Age less than 15 years,
B7	Dimensions of holds of self-propelled barges (SPBs)
B8	Deck barges with open single hold will be accepted
B9	Minimum aggregate DWT of SPBs: 12,000 MT (Minimum 6 Barges)
B11	Maximum draft: 3.7 M
B12	Minimum / Maximum LOA: 64 M / 86 M
B13	Minimum/Maximum Beam 12M/21M
B14	Details of the SPBs should be provided in the Form 8.

C	Financial Eligibility and Qualifications
C1	The Lowest Base Lightering Rate offered on per MT basis
C2	Address Commission offered to CSC on per MT basis.

9.4. Bid Evaluation

9.4.1. Qualification of Bidders

To be qualified to Bid for Lightering of coal, the bidder shall provide evidence of the capability and adequacy of resources to carry out the Contract effectively satisfactory to the TEC/SCAPC. Bidders shall include the following information:

- I. Information and Experience of the Bidder (Form 1);
- II. Particular experience over the last three (3) years (Form 2);
- III. References of past customers, together with the contact address, etc. of each customer, in order to show past performance (Form 3);
- V. Evidence of financial standing. Annual Reports and audited financial statements for the last three (3) consecutive years (Form 4);
- VI. Authority to seek references from the Bidder's bankers (Form 5);
- VII. Information regarding any Litigation in Court of Law or Arbitration, in which the Bidder is or was involved as a Respondent in the past three (3) years, the parties concerned, and disputed amounts (Form 6)
- IX. Additional information (Form 7)
- X. Details, including all trading certificates, of the self-propelled barges firmly offered to be deployed in to the operation (Form 8).
- Xi. Details of Key Staff as per the 3.1 Personnel Requirement of Employer's Requirement (Form 9)

9.4.2. The Evaluation of Bids will be carried in 03 steps.

Step 1: Preliminary Examination for Responsiveness

Step 2: Evaluation of Qualifications, Experience and Information (Technical feasibility)

Step 3: Price Proposal

Step 1: Preliminary Examination for Responsiveness;

- a. Examination of the Bid Security for the amount, date of expiry and the bank, which issued the Bid Security (in accordance with the format provided in the Annex 2 to the ITB);
- b. Checking whether the Certificate of Registrar of Public Contracts has been submitted;
- c. Examination of the Letter of Bid whether it has been duly filled and signed (as per the format provided in Annex 2 to the ITB);
- e. Submission of Power of Attorney (only for foreign Bidders).
- f. Examination of joint venture partnership/shareholding agreement, in the event the Bidder is a joint venture

The Bids, which have fulfilled the above Preliminary Examination for Responsiveness, will be evaluated in detail for their technical feasibility.

Step 2: Evaluation of Qualifications, Experience and Information;

The Employer evaluates the Envelope 1 – Qualification and Experience Information on the basis of their responsiveness to the requirements of the bid, applying the **evaluation criteria, and point system specified in BDS and;**

- a. Fulfillment of the minimum of 03 years of experience in Lightering of Coal in similar nature and the quantity lightered (Form 2)
- b. References provided (Form 3)
- c. Financial information (Form 4)
- d. Litigation if any (Form 6) Whether the total Deadweight of the Barges proposed to be deployed in to the operation is more than 12,000 MT in aggregate;
- e. Whether the technical specifications are acceptable as per the Technical Specifications laid down in the Bidding Document 9.3.1. (b).

During the evaluation of Envelope 1 for qualification and experience, the Employer will determine whether the Bidders are qualified and substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system out lined in the BDS.

Each substantial responsive bid will be given a score as described above. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer’s Requirements or if it fails to achieve an **overall minimum of 60 points** together with the **minimum given against each criterion**.

Bids, which are in compliance with all the Qualifications, Experience and Information and have scored **overall minimum of 60 points** together with the minimum given against each criterion, will be considered for Financial Evaluations.

Step 3. Financial Evaluation of Bids;

After the evaluation of Envelope 1 is completed, the Employer shall notify those Bidders whose qualification and experience did not meet the minimum qualifying marks or were considered nonresponsive to the Employer’s Requirements, indicating that their envelope marked ‘Envelope 2 – Financial Bid’ will be returned unopened after completing the selection process. The Employer shall simultaneously notify the Bidders that have secured the minimum qualifying marks, indicating the date and time set for opening the envelope marked ‘Envelope 2 - Financial Bid’. The notification may be sent by registered letter, email or facsimile.

The Envelope 2 shall be opened publicly in the presence of the Bidders’ representatives who choose to attend. The name of the bidder, the Bid prices together with any discounts offered shall be read aloud and recorded when the envelopes marked ‘Envelope 2 – Financial Bid’ are opened

Before evaluating the Financial Bid, the Employer will determine whether the Bid is signed properly. If the Bid is not signed properly, it will be rejected at this stage.

In evaluating the Financial Bid, the Employer will determine the lowest Evaluated Bid Price by

- Correcting the arithmetical errors in-pursuant to Clause 9.4.3.
- Applying any discounts offered by the Bidder.
- Lowest offered Base Lightering rate in USD/ per MT of which the Address Commission is included

- In the event of more than 02 or more Bidders have offered the same Base Lightering Rate, the suitable Bidder shall be decided in considering the highest Address Commission and points obtained for the evaluation criteria point system of evaluation of qualification & experience.

The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

9.4.3 Correction of Errors

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub- Clause 12.5.

9.4.4 NPA Guidelines

Guideline given by the National Procurement Agency of Sri Lanka (NPA guideline) will be applicable for the evaluation of bids, as and when necessary

9.5. Contacts with CSC

Subject to Clause 6.0, no Bidder shall contact CSC or any other person or organization involved on any matter relating to its Bid, from the time of the opening of Bids to the time the Contract is awarded. Any effort by a Bidder to influence CSC in Bid evaluation, bid comparison or Contract Award decisions may result in rejection of the Bid.

10. Award of Contract

10.1 Acceptability

After negotiations by the SCAPC on behalf of the CSC, while taking in to account of the Bids received from the most responsive Bidder, SCAPC will determine to its satisfaction whether the Bidder selected by the evaluation process as having submitted the most responsive Bid as described in Clause 9.3, is qualified to satisfactorily perform the Contract.

SCAPC reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids at any time prior to the issuance of the letter of acceptance, without thereby incurring any liability to the Bidders or any obligation to inform the Bidders of the grounds for SCAPC's action.

The Secretary, Ministry of Ports and Shipping will inform the unsuccessful bidders in writing, within one week of being informed of the recommendations of SCAPC.

The final award of the Contract shall be subject to the approval of the Cabinet of Ministers of the Government of Sri Lanka.

10.2 Notification of Acceptance and Signing of the Contracts

Subject to procedure if provided in the BDS, after determining the successful Bidder in accordance with the Clause 10.1 and prior to the expiration of the period of Bid validity, CSC will notify the successful Bidder in writing by registered letter or electronically by email or telefax that his Bid has been accepted. Within 07 working days of receipt of the Letter of Acceptance and the proposed Coal Lightering Agreement, the successful Bidder shall enter into an agreement with CSC. The date and venue for signing the Agreement shall be agreed between the Parties.

The successful Bidder shall deliver to CSC at its own cost three (3) sets of the Lightering Agreement, all duly bound, within 10 days from receipt of the originals from CSC.

10.3 Performance Security

Within 05 banking days of receipt of the Letter of Acceptance, the successful Bidder shall furnish the Performance Security for amount and validity given in the BDS in accordance with the format given in the Annexure 3.

The Performance Security in the Form of a bank security shall be issued by:

- A bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, or
- A bank in another country, but the security confirmed by a bank operating in Sri Lanka approved by the Central Bank of Sri Lanka.
- If the Contract is extended, the Performance Security should be furnished by 01st June in every extended Contract Year.

Failure of the successful Bidder to comply with the requirements of Clause 10.2 or Clause 10.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

Section 3: Bid Data Sheet (BDS)

This Bid Data Sheet provides information in a tabular Form to assist Bidders with Bid preparation and shall be attached to the Bid.

Item No	ITB clause Reference	Name	Description
1	ITB 1 ITB 7.4.4	Name of the Contract	Partnering with CSC in Lightering (Barging) for discharging of Coal from Mother ships to Jetty of the Lakvijaya Power Station by using Self-Propelled Propelled Barges (SPBS) -Season2021/22 and 2022/23
2	ITB 1 ITB 7.4.4	Identification number of the contract Invitation for Bids (IFB) No	CSC/2021/T/Coal/L/1
3	ITB 1	The Employer & the Procurement Entity	Ceylon Shipping Corporation Ltd. (CSC)
4	ITB 1 ITB 7.4.4	Address of the Employer	Chairman, Ceylon Shipping Corporation Ltd. No. 27, MICH Building Sir Razik Fareed Mawatha (Formerly Bristol Street), Colombo 00100, Sri Lanka Telephone No.: +94 11 2328772/3 Telefax. No.: +94 11 2447546 Email Address. chairman@csl.lk
5	ITB 1	Contract Period Intended Service Period General time period for lightering operation in Puttalam port ("Season")	Two (02) Years + Two (02) Years extendable at sole discretion of CSC mid-September to mid-May in each Contract Year, subject to adjustment on mutual agreement The period of the intended Lightering Contract shall be for two (02) "Season" commencing from mid-September 2021 until mid-May 2022 and from mid-September 2022 until mid-May 2023, thereafter may be extendable for a another two (02) Contract Years at the sole discretion of CSC
6		Quantity of Coal to be lightered under this Contract	2,360,000 Metric Tons +/- 10% per Contract Year
7	ITB 3.2	Purchasing fee of Bid document	Non refundable fee of LKR. 108,000/-
8	ITB 4.2	Pre-bid Teleconference	A Pre-Bid teleconference will be held between 1.00 pm to 3.00 pm local time on July 19, 2021 through online
9	ITB 6	Address for Clarification	Assistant General Manager Ceylon Shipping Corporation Ltd., No. 27, Sir Razik Fareed Mawatha, Colombo 00100, Sri Lanka

			Telephone: +94 11 2436819, Mobile: + 94 71 0215702 Fax: +94 11 2447547 Email: dantha@cscl.lk
10	ITB 6	Clarification of Bidding Document	Any clarification on the bidding document shall be received by CSC on or before 1400 hrs on July 26, 2021
11	ITB 7.4.2	Other information necessary submit in Envelop 1	
12	ITB 7.7	Amount of Bid Security Period of validity of Bid Security	USD 50,000/- (United States Dollars Fifty Thousand) 120 days beyond deadline of submission of bids
13	ITB 7.8	Period of Validity of Bids	Bid shall be valid 90 days beyond the deadline of submission of bids
14	ITB 8.2	Deadline for submission of bids	1400hrs (Sri Lanka Standard Time) on July 30, 2021
15	ITB 7.4.4 ITB 8.1	Place at which Bids will be received	Chairman (CSC)., on behalf of Standing Cabinet Appointed Procurement Committee for the Bid for Lightering of Coal, Ceylon Shipping Corporation, Sir Rasik Fareed Mawatha, Colombo 00100, Sri Lanka.
16	ITB 9.1.1	Time and Date for Bid Opening	Immediately after the Deadline for submission of bids
17	ITB 9.1.1	Place of Bid Opening	Chairman Office, Ceylon Shipping Corporation, Sir Rasik Fareed Mawatha, Colombo 00100, Sri Lanka
18	ITB 10.2	Notification of Acceptance (Appeal Procedure)	After evaluation of Bids, the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The unsuccessful bidders if they so wish, within one week of such notice may make representation to the Procurement Appeal Board at the address given below. Such representation shall be self-contained to enable the Appeal Board to arrive at a conclusion and a cash deposit to amount given below shall be made. The Appeal Board may request the bidder who had made representation to submit further evidence during the investigations. The cash deposit will be forfeited unless the Employer change the original contract award decision in favour of the bidder who has made such representation. Address: The Chairman, Procurement Appeal Board, Presidential Secretariat, Colombo 01, Sri Lanka. Cash Deposit: LKR 100,000.00

19	ITB 10.3	Performance Security Amount Validity	Base Lightering Rate USD x 2,360,000 x 5% 60 days beyond the contract completion date
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ITB 9.4.2: Evaluation of Qualifications, Experience and Information**Criteria for Evaluation of Qualification and Experience Information**

Item	Criteria	Minimum Requirement	Maximum Points	Minimum Required	Remarks
1	Services performed during the last three (03) years	Minimum experience of 3 years in lightering of coal at an anchorage port	20	10	10 points for experience of 3 years in lightering of coal at an anchorage port
2	Experience in similar assignments during last three (03) years	Experience in lightering of at least two (02) million MT of coal per annum in last 03 years up to March 31, 2021 (from April 1, 2018 to March 31, 2021)	20	10	10 points for experience in lightering of two (02) million MT of coal per annum in last 03 years.
3	Key Staff				
3.1	Key Staff	As stipulated in the item 3.1: Minimum personnel Requirement of Section 4 Employer Requirement	6	5	5 points for the minimum key staff
3.2		SPBs crew / Mooring gangs	4	4	4 points for necessary valid visas and other competency certificates, minimum manning requirement as per the rules/regulations of Immigration and Emigration Dept. of Sri Lanka, DGMS, Sri Lanka and STCW requirements.
4	Technical suitability	As stipulated in the Section 04 - 1.10 & 1.8 of Employer's Requirement			
4.1		LoA / Beam / Breadth / Depth / Draft / Air Draft / speedholds/ Certificates/open holds	11	6	3 points for Age less than 15 years 3 points for others (Minimum aggregate DWT of SPBs: 12,000 MT, Maximum draft: 3.7 m, Minimum / Maximum LOA: 64 m / 86 m, Minimum/Maximum Beam 12m/21m, Deck barges with open single hold, Statutory

					and relevant Trading Certificates)
4.2		03 Pay loaders	4	3	3 points for 03 pay loaders
4.3		Class / Flag registry	5	3	3 points for a Class acceptable to the Sri Lanka Flag Administration
4.4		Insurance cover (P&I - H&M)	5	3	3 points for covering following liabilities Wreck removal, Port/jetty property damages, Oil pollution and Crew, cargo, third party liabilities and expiry date of the cover
5	Financial capability	Financial Status of Bidder			
5.1		Working Capital	7	4	4 points for working capital of USD 1.0 million
5.2		"Assets" - "Liabilities" - "Litigation" = "Positive"	6	4	4 points for "positive"
5.3		7 million annual turnover	6	4	4 points for 7 million annual turnover
5.4		Audited financial details	6	4	4 points for Audited Financial details for last 03 years
	Total		100	60	

Section 4: Employers Requirement

1. Introduction

1.1 The Employer

The Employer, Ceylon Shipping Corporation Ltd. (CSC) is the 100% Government owned National Line of Sri Lanka. CSC has been the lightering contractor of Lanka Coal Company (Pvt) Ltd. (LCC), from the year 2010. The Coal is imported for the Lakvijaya Power Plant (LVPP) at Puttalam, Sri Lanka, owned and operated by M/s Ceylon Electricity Board (CEB).

1.2 Lanka Coal Company (LCC)

LCC was incorporated in January 2008 as the authorized agency for the procurement, import and supply of coal to meet full requirements of all coal for the coal fired power stations of CEB. Shares of the LCC are held by the Ceylon Electricity Board, General Treasury, Sri Lanka Ports Authority and Ceylon Shipping Corporation Ltd.

1.3 Lakvijaya Power Plant

The Lakvijaya Power Plant (LVPP) is a power generation plant located at Narakkalliya, Norochcholai of Kalpitiya Peninsula of Sri Lanka. The Power Plant is situated about 130 km north of Colombo on the West Coast of Sri Lanka. The Plant consists of three turbo generators with coal fired boiler units with an install capacity of 3 x 300 MW, along with the all-necessary site infrastructure, auxiliary systems and other engineering works necessary including the coal handling system. The Coal handling system includes a jetty, conveyor system to transport coal to the coal storage facility and coal feeding conveyor system to transport coal from the storage facility to the Power plant.

1.4 Coal Unloading Jetty of the LVPP

The Jetty of the Power Plant is inclusive of four (4) grab bucket unloader cranes of each having minimum unloading capacity of 500 MT/hour. In the normal unloading time, two grab cranes are in operation by maintaining the sufficient unloading rate to facilitate for the smooth lightering operation.

1.5 Lightering Operation

Due to lack of depth, mother vessels carrying Coal are unable to discharge cargo alongside the Jetty of the LVPP. Therefore, mother vessels are anchored about 2.5-3.0 nautical miles offshore. The anchorage area is within a radius of about 1.0 km from the location of approximately 08° 00' N, 079° 40' E. Bidders are advised to study the available depths at the anchorage area from the Chart/s available at the National Hydrographic Office, National Aquatic Resources Research & Development Agency, Crow Island, Mattakkuliya, Colombo 15, Sri Lanka.

Since the South-West Monsoon affects the port of Puttalam, discharging of coal can be done only during a limited window between about mid-September to mid-May of the next year, always subject to mutual agreement among all the stakeholders.

Since the said inception, only geared Supramax, Panamax, Ultramax and Kamsarmax sized vessels were used for transportation of coal.

The cargo quantity of the shipments will be about 65,000 MT +/- 10%.

Lightering of Coal should be conducted with the use of self-propelled open deck barges (SPBs) only.

Owner and Operator of the coal unloading Jetty - CEB engages mooring gangs to support the Lightering partner in mooring of barges at the Jetty of the Power Station at the time when the barges safely arrive alongside the Jetty, using the mooring ropes of the said barges. During this said operation, CEB discharge Coal using Jetty cranes.

2 General Requirements of Lakvijaya Power Plant

2.1 Medical Services

The Lightering partner shall provide first aid facilities maintaining first aid stations at site including the following emergency materials but not limited to stretchers, woollen blankets and appliances for artificial breathing, wound dressing material and disinfection material and all other necessary medical cares for all persons employed by him and by any subcontractor employed by him.

2.2 Salaries and wages

It is the responsibility of the Lightering partner to pay salaries and wages including other statutory requirements (Overtime payment, EPF, ETF, allowances, etc.) to any local personnel employed by him throughout the working period in accordance with of Wages Board Ordinance, Budgetary Relief Allowance of Workers Act, No 36 of 2015 in force and any other applicable government rules & regulations.

2.3 Transportation of Personnel

It is the responsibility of the Lightering partner to provide suitable transport facilities to personnel employed by him throughout the working period, such that the works shall not suffer due to lack of transport facilities

2.4 Safety

The Lightering partner shall take necessary precautions to protect the all the properties of CEB from any damage due to any activities during execution of the contract. In the case of such damage, the Lightering partner shall make arrangement to rectify/replace it by his own cost immediately.

CEB will not take any responsibility regarding safety of the people deployed by the Lightering partner. Therefore, Lightering partner shall ensure the safety of his employees. The safety shall confirm to applicable standards for this service. The Lightering partner himself shall supply the required safety equipment as well as protective clothing for his employees and work site.

The maximum possible safety must be rendered to personnel directly engaged on this Contract or those who frequently are in the working area or those who in the normal course of their occupation find it necessary to utilize temporary works erected by the Lightering partner.

The Lightering partner shall be responsible for safety along the roads within the power plant premises related to site. The Lightering partner shall maintain the vehicular and pedestrian traffic safe at all times by adhering to the road and speed sign limits within the premises.

2.5 Fire Protection

The Lightering partner shall take every precaution to prevent fire occurring on or about the Site and shall use suitable and adequate firefighting equipment at places where the services are executed. The Lightering partner shall comply with the laws in force and instructions of the Employer with respect to the prevention of fires.

The Lightering partner shall inform to the employer with respect to any maintenance on the firefighting equipment.

The Lightering partner shall fight diligently any fire which may occur on the Site wherever the fire may originate, with regard to which he shall employ all requisite equipment and manpower up to the limit of his equipment and manpower employed at the Site, including the equipment and manpower of his subcontractors.

The Lightering partner shall ensure that his personnel at site refrain from smoking at all times.

2.6 Accident Reports

The Lightering partner shall, immediately after occurrence of any accident at or about the Site or in connection with the execution of the service, report such accident to the Employer. The Lightering partner shall also report such accident to the appropriate authority when it is required by the law. The Lightering partner shall be required to furnish monthly reports of all accidents to staff, workmen, equipment or Plant involving loss of time, giving such information as may be prescribed by the Employer.

2.7 Services provided by CEB

CEB will provide required below mention utilities free of charge for the execution of services at the jetty of Lakvijaya Power Plant. The Lightering partner, upon approval of the Employer, shall make arrangement to obtain such facilities from the nearest possible tapping point without any interruption to the Power Plant Operation and Maintenance.

- Water for barges at Jetty
- Electricity for barges at Jetty
- Air-conditioned Office space (12 m²) at jetty
- Sanatory facilities as normally available at jetty

2.8 Sanitary arrangement and Prevention of Environmental pollution

The Lightering partner shall provide and maintain sanitary convenience for the use of persons employed to the extent and in the manner and at such places as approved by the Employer and by any local or other authority concerned, and all persons connected with the Facilities shall be obliged to use this convenience.

The Lightering partner shall take all reasonable means and steps to prevent pollution of water, air and environment in or around the site, in accordance with the rules of the power plant along with local or governmental authorities.

2.9 Security

The Lightering partner shall obtain prior permission for his personal, goods, equipment and vehicles to enter into the Power Plant using the standard forms available at the Occupational Health & Safety (OHS) unit of the LVPP. The entry request shall be filled by the Lightering partner and submitted to the Officer in charge of the Service with sufficient time prior to start the Services.

In addition to that, all the Lightering partner 's Local personal shall submit following documents at their first entry to the Power Plant.

- a. Copy of National Identity Card (NIC).
- b. Grama Niladhari (G.N.) Certificate.
- c. **Police Clearance Report** (This is applicable only for the Works & Service contracts of period lasting over three months. In case of the police clearance certificate is not available at the first date of reporting to the plant, the certificate shall be submitted to the Manager (OHS) within four weeks starting from the date of their first reporting to the site. However, they shall submit a proof document (e.g. the receipt issued by the police station for application of police clearance certificate) with the entry passes request application which they already applied the police clearance certificate.

3. Other Requirements

3.1 Minimum personnel Requirement

The Lightering Partner shall deploy the following minimum personnel requirement throughout the service period. The personnel so deployed shall have minimum qualifications as stipulated below.

Item	Description	Minimum experience in Similar field	Minimum Personnel Requirement / Nos.
1	Officer in Charge of Lightering Operation	20 years	1
2	Head of offshore Lightering Operation	15 years	1
3	Supervisor - Bulk Cargo handling	10 years	1
4	Team Leader - Stevedoring	7 years	2
5	Team Leader – Barge handling	7 years	4
6	Barge Master	7 years	7
7	Crane Operators	10 years	16
8	Stevedores	3 years	24
9	Barge Crew	3 years	70
	Total		126

Section 5: Bidding Forms

In the case of joint venture, separate forms shall be submitted by each partner.

5.1 Forms for Bidder’s information & Qualifications

Form 1 – Statement of Bidder

	Items	Bidder’s Response								
1.	- Name of Firm - Acronym (if any): - Former Name of Firm (if any): - Year established under former name (if applicable):								
2.	Address of Head Office - Street: - P.O. Box (if any): - Postal Code, City, Country: - Telephone No.: - Telefax No.: - Web address:								
3.	Contact Person - Name: - Position / Title: - Telephone No.: - Telefax No.: - E-Mail address								
4.	Type of Organisation (check one of the spaces): - Individual Owner - Partnership - Private Company - Public Corporation - Joint Venture - State Enterprise - Other	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td style="width: 20px; height: 15px;"></td></tr> <tr><td style="width: 20px; height: 15px;"></td></tr> <tr><td style="width: 20px; height: 15px;"></td></tr> <tr><td style="width: 20px; height: 15px;"></td></tr> <tr><td style="width: 20px; height: 15px;"></td></tr> <tr><td style="width: 20px; height: 15px;"></td></tr> <tr><td style="width: 20px; height: 15px;"></td></tr> <tr><td style="width: 20px; height: 15px;"></td></tr> </table>								
5.	Date of incorporation: Place of Incorporation:								
6.	Is this a group firm formed by its member firms?	(yes) (no)								
7.	Is this a parent firm with subsidiaries?	(yes) (no)								
8.	Branch of Specialization: (Please attach brochures to demonstrate the specializations mentioned here)								

		<p>.....</p> <p>.....</p>
<p>9.</p>	<p>In case the Bidder is a joint- venture, list here names and address of all members and proportion of their participation:</p> <p>(a) Leading Member (Lead Partner)</p> <p>Other Members:</p> <p>b)</p> <p>c)</p> <p>d)</p> <p>e)</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
	<p>Total annual turnover as per the audited accounts in the last three (3) consecutive financial years in equivalent USD.</p>	<p>2019 million USD</p> <p>2020 million USD</p> <p>2021 million USD</p>

Bidder’s Signature.....

Form 2 – General Experience

Item		Bidders Response		
1	How many years has your organization been in business under your present business name:			
2	How many years of experience in work related to lightering of coal			
3	Indicate years of organization’s overseas experience in lightering of coal, if any			
4	Indicate the quantity of coal lightered during last 03 years up to 31st March 2021 (refer Clause 9.15)	Year	Port	Quantity MT
		2018/2019		
		2019/2020		
		2020/2021		

Bidder’s Signature.....

Form 3 – References

Please list, as references, the names and addresses to which your firm has performed stevedoring and lightering services in the last three (3) years. These References shall be supported by separate letters issued by the Referees addressed to Chairman, SCAPC.

a. Firm Name: _____
Address: _____
Business Relationship: _____
Contact Name: _____
Phone/Email: _____
Quantity discharged (onboard stevedoring) and lightered: _____

b. Firm Name: _____
Address: _____
Business Relationship: _____
Contact Name: _____
Phone/Email: _____
Quantity discharged (on board stevedoring) and lightered: _____

c. Firm Name: _____
Address: _____
Business Relationship: _____
Contact Name: _____
Phone/Email: _____
Quantity discharged (on board stevedoring) and lightered: _____

Bidder's Signature.....

Form 4 – Financial Status of Bidder

1. *Bidder shall summarize actual assets and liabilities in U.S. dollar equivalent (at the rates of exchange that prevailed at the end of each year) for the last three (3) consecutive years.*

Financial information in USD equivalent		Financial Year 1	Financial Year 2	Financial Year 3
1.	Working Capital			
2.	Total net assets			
3.	Current assets			
4.	Total liabilities			
5.	Current liabilities			
6.	Annual turnover			
7.	Ordinary Profits			
8.	Profits before taxes			
9.	Profits after taxes			

Bidder shall attach annual reports and certified copies of audited financial statements for the last three (3) consecutive years.

Bidder’s Signature.....

Form 5 –Primary Banker’s Information

Name, address, and telephone and fax numbers of the company’s bankers who may provide references if contacted by CSC.

Items		Bidder’s Response
1.	Name of Bank: Address: Contacts: - Telephone Number: - Telefax Number:
2.	Name of Bank: Address: Contacts: - Telephone Number: - Telefax Number:

Bidder’s Signature.....

Form 6 – LITIGATION as the Respondent

The Bidder shall provide below information on Litigation in Court of Law or Arbitration in which the Bidder is or was involved as the Respondent in the past three (3) years.

Nature Litigation / Arbitration	Other Party/Parties	Cause of Dispute	Amount Involved	Current Status as of the date of Bidding

Bidder's Signature.....

Form 7 – Additional Information by Bidder

The Bidder is requested to list below any additional information submitted with the bid such as company brochures, company annual reports and any other relevant information.

Bidder's Signature.....

Form 9 – Key Staff (as per the 3.1 Personnel Requirement of Employer’s Requirement)

[If requested under ITB clause 20.3 only]

(Enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information”)

Name & Designation	Qualification & Experience	Remarks

Note:

1. Attach one page bio data with qualification & experience with supporting documents

5.2 Forms for Annexures to Instructions to Bidders

Annex 1: Letter of Bid

REFERENCE: CLAUSE 7.0 (i) IN THE INSTRUCTIONS TO BIDDERS

TO: _____ (CSC) _____ This document presents response of _____ (Bidder) _____ to the INVITATION FOR BIDS NO. CSC/2021/T/Coal/L/1 of Ceylon Shipping Corporation Limited (CSC).

This document represents our firm and binding offer to contract with CSC for lightering of coal (including on board stevedoring, cleaning of ship holds and barge holds deploying necessary Floating Crane/s if required, deployment of essential Pay Loaders, skilled labour, mobilisation and demobilisation of barges and other equipment) at the Base Lightering Rate and Address Commission indicated in the Annex 5 of the Bid on the terms and conditions specified herein and in the INSTRUCTIONS TO BIDDERS and the DRAFT LIGHTERING AGREEMENT.

If selected for award, we shall be bound to lighter coal in the Puttalam port pursuant to (a) an executed LIGHTERING AGREEMENT (b) our Offer as accepted by CSC as per our Rates Offer in the Annex 5.

We agree to abide by this Letter of Bid until _____ (date and time) and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that all documents submitted with our Bid shall form part of this Letter of Bid.

Unless and until the LIGHTERING AGREEMENT is executed, this Letter of Bid, together with CSC’s written acceptance thereof, shall constitute a binding contract between us.

We understand that CSC is not bound to accept the lowest or any Bid CSC may receive.

(In case of a Joint Venture) We, as Joint Venture Partners, undertake that our liabilities shall be joint and several.

BIDDER:

Company Name : _____
By : _____ (Authorized Signature)

(Please affix company seal here)

Name : _____
Title : _____
Date : _____

Annex 2: Specimen Form of Bid Security

REFERENCE: CLAUSE 7.7 INSTRUCTIONS TO BIDDERS

IFB No. CSC/2021/T/Coal/L/1

Name and address of Beneficiary _____ (CSC)
_____ (whom the Bid documents define as the Buyer).

We have been informed that _____ (hereinafter called the "Bidder") is submitting a Bid for a contract for supply of coal in

_____ response to your invitation under conditions of your invitation which are set out in

Invitation For Bids No. _____, and that the a document entitled Instructions to Bidders require its Bid to be supported by a Bid security.

At the request of the Bidder, we (*name of bank*) _____ hereby irrevocably undertake to pay you, the Beneficiary/Buyer, any sum or sums not

_____ exceeding in total the

amount _____ of _____

(say: _____) _____ writing and your

_____)upon receipt by us of your demand in written statement (in the demand) stating that:

- (a) _____ the Bidder has, without your agreement, withdrawn its Bid after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) _____ the Bidder has refused to accept the correction of errors in its Bid in accordance with such conditions of invitation, or
- (c) _____ Having been notified of acceptance of its Bid during the validity period of bid validity;
 - (i) _____ the Bidder fails or refuses to execute the coal supply agreement or
 - (ii) _____ the Bidder fails or refuses to furnish the Performance Security, in accordance with Instructions to Bidders

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or beforewhen this guarantee shall expire and be returned to us.

This guarantee is personal to you and is not assignable. This Bid Security shall be governed by the laws of Sri Lanka.

Date _____ Signature(s) _____

Annex 3: Form for Performance Security

REFERENCE: CLAUSE 10.3 INSTRUCTIONS TO BIDDERS

[On the letterhead of the issuing bank]

[Date]

To: [Buyer]

Dear Sirs,

[Issuing Bank]
Account: Seller

1. We, the undersigned Issuing Bank, understand that:

(a) You, the Buyer, entered into a Coal Supply Agreement (the **Agreement**) dated _____, as amended with Seller; and

(b) Under the Agreement the Seller must provide to you a performance security.

At the request of the Seller, we (*name of bank*)_____ hereby unconditionally and irrevocably undertake as primary obligator and not as surety merely to pay you, the Beneficiary/Buyer, any sum or sums not exceeding in total the amount of _____ (the "guaranteed amount", say: _____) upon receipt by us of your first demand in writing without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Seller before presenting us with the demand.

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

*Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 70 days after the expected expiry of the Term of the Agreement*)_____ (the "expiry date"), when this guarantee shall expire and shall be returned to us.

This guarantee is personal to you and your legal successors, and is not assignable. This guarantee shall be governed by the laws of Sri Lanka.

Date _____ Signature(s)_____

Annex 4: Form of Power of Attorney

REFERENCE: CLAUSE 7.9 IN THE INSTRUCTIONS TO BIDDERS

- I.
- II.

Note:

The Bidder shall attach a ***Power of Attorney***, duly authorized by a Notary Public, indicating that the person(s) signing the Bid have the authority to sign the Bid and that the Bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 7.8.

Annex 5: Rates Offer

INVITATION FOR BIDS NO:

Bidder: -----

This document presents the Bidder’s PRICE PROPOSAL in response to and based upon CSC's INVITATION FOR BIDS NO. along with the Bid Security constitutes a firm and binding offer to contract with CSC on lighting of Coal in the port of Puttalam, Sri Lanka for 02 Contract Years from mid-September 2021 to mid-May 2023 and an extended period of 02 Contract Years at the sole discretion of CSC.

PRICE OFFER

We hereby submit our Price Offer as follows; per MT;

Bidding Quantity per Contract Year	Base Lightering Rate for Discharging Using Ships’ Cranes (including Address Commission for CSC)	Address Commission Offered to Ceylon Shipping Corporation Ltd.
2,360,000 ± 10% MT	USD Per MT	USD Per MT
	(In words) USD.....	(In words) USD.....
 Per MT Per MT

Note: Rates include all port charges for the SPBs.

This offer is irrevocable until and CSC may accept this offer at any time prior to, the date and time indicated in the LETTER OF BID.

BIDDER:

Company Name : _____

By : _____

(Authorized Signature)

Name : _____

Title : _____

Date : _____

Please affix company seal here.

Witnessed by : _____

Name : _____

Title : _____

Witnessed by : _____

Name : _____

Title : _____

Annex 6: Addenda Receipt

REFERENCE: CLAUSE 6.0, INSTRUCTIONS TO BIDDERS

CEYLON SHIPPING CORPORATION LIMITED
INVITATION FOR BIDS NO: CSC/2021/T/Coal/L/1
BIDDER:

We, the undersigned hereby acknowledge that the revision, and/or supplemental information and explanation set forth in this Annex has been incorporated into the preparation of our Bid and shall be deemed to form a part of the Lightering Agreement Documents.

Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____

Note : _____

FOR AND ON BEHALF OF
(BIDDER'S NAME)

(Authorized Signature)

Name :
Position :
Place and Date :

Section 6: Condition of the Contract

1 Scope of Work

Discharging terms of Coal from mother vessel is on “free-out” basis. Lightering partner will be responsible for safe double banking of SPBs to the vessel; mooring of SPBs with the vessel; on board stevedoring i.e. discharging from ship’s holds to the barges using ships cranes; carriage of coal using SPBs from the anchorage to the Jetty of the Power Plant; cleaning of holds of mother vessels and SPBs; engaging necessary supervisors, crane operators, linesmen, cleaning gangs etc., deployment of minimum of 03 Payloaders and operators etc.

No any mooring ropes will be provided by the ships or by CSC or by CEB

2. Period of Contract

The period of the intended Lightering Contract shall be for two (02) “Season” commencing from mid-September 2021 until mid-May 2022 and from mid-September 2022 until mid-May 2023, thereafter may be extendable for a another two (02) Contract Years at the sole discretion of CSC. Commencement date of lightering shall be mutually agreed by all stakeholders, including CEB and LCC, depending on the arrival date of the first ship in the Season. The present ETA of the first ship is around September 15, 2021.

3. Mobilization / De-mobilization / Registering of Foreign Flagged Vessels Under Sri Lankan Flag

All mobilization/de-mobilization costs of barges shall be on the selected Lightering Partner’s account.

Under Section 114 of the Merchant Shipping Act No. 52 of 1971, no foreign flagged shall be allowed to operate in Sri Lankan coastal waters unless the necessary dispensation from the Minister in charge of the subject shall grant exemption to operate foreign flagged SPBs in the port of Puttalam. Therefore, the selected Lightering Partner shall timely register the SPBs under Sri Lanka flag or shall obtain the said dispensation upon signing of the Agreement and prior to commencing of lightering operations.

No unskilled expatriate labour shall be utilized by the selected Partner. If employment of any skilled expatriate labourers may be required, it should be with the prior consent of the CSC, subject to obtaining necessary Resident Visa/Work Permit subject to the due procedure. The responsibility to obtain the necessary Resident Visa/Work Permit for skilled expatriate workers totally lies with the selected Partner. CSC will only assist to provide necessary documents to obtain Residence Visa/Work Permit but will not bear any cost associated with such process.

SPBs shall be promptly moved out/de-mobilized out of the Puttalam port by Lightering Partner after completion of the last lightering operation of the last vessel in April/May 2022 and in April/May 2023 since sheltering of SPBs at the Jetty of the Power Station is not possible during the South-West monsoon period.

Quarantine charges, travel charges due to the situation of Covid 19, if applicable, shall be on the selected Lightering Partner’s account.

4 Demurrage/Dispatch

Demurrage and dispatch and method of calculation will be as per the draft Lightering Agreement of this Bidding Documents. No demurrage or detention charges will be payable by CSC to the selected Bidder for SPBs or any other equipment.

If any mother vessel has incurred demurrage after expiry of laytime for any reason, dispatch will not be paid, even if the selected Bidder has discharged any vessel within a time period less than the allowed laytime.

Lightering Partner shall be solely responsible for mother vessels' demurrages and dispatch at one half of the demurrage rate, except for any demurrage attributable to the delays at the Jetty of the Power Station.

The method of assessment of demurrage liability attributable to the Jetty of the Power Station shall be as per the Method Statement given below

Method Statement to Ascertain any Delay at the Jetty of Lakvijaya Power Plant, Puttalam in Coal Lightering Operation

Step 1: If the average unloading rate from the vessel at the anchorage is 10,000 MT PWWD in 24 consecutive hours SSHINC, as per the S.O.F and the laytime calculation, there will not be vessel demurrage.

Step 2: If the average unloading rate from the vessel at the anchorage is less than 10,000 MT PWWD in 24 consecutive hours SSHINC and the vessel has incurred demurrage, to follow Step 3 to ascertain whether there was any delay at the Jetty.

Step 3: Laytime for the Jetty will be calculated as per the attached Sample Jetty Laytime calculation sheet. Discharge rate at the Jetty is 13,200 MT per weather working day of 24 consecutive hours SSHINC.

1. "Used Time" of each barge = the time from 'All Fast' at the Jetty under the unloading cranes by CEB to the "Time of Completion of Discharging" of the particular barge at the Jetty
2. Total "Used Time" at the Jetty = the sum of "Used Time" of each and every barge at the Jetty
3. Total "Allowed Time" at the Jetty = Quantity as per the B/L divided by 10,000 MT
4. Any period of bad weather, which interfered discharging at the Jetty or would have interfered discharging at the Jetty, if the discharging was in progress, that period will be deducted from the "Used Time"
5. If the Jetty has achieved average 13,200 MT per day during the total "Allowed Time" after deducting weather delays, CSC will not be responsible for vessel demurrage and the vessel demurrage incurred, if any, will be on Lightering Partner's account.
6. If the Jetty has NOT achieved average 13,200 MT per day during the total "Allowed Time" after deducting weather delays, CSC will be responsible for vessel demurrage ONLY TO THE EXTENT OF DELAY IN DISCHARGING AT THE JETTY. Lightering Partner shall be responsible the balance demurrage, if any.
7. Laytime running at the Jetty shall cease at the time of ceasing of discharging of the mother vessel at the anchorage.

Note:

1. The principle of 'once on demurrage, always on demurrage' shall apply for mother vessels even under force majeure situations.

2. In calculation of mother vessel demurrage at the anchorage, weather delays and any delay due to crane breakdowns will be deducted from the laytime used, as recorded in the Statement of Facts.
3. Master of the vessel shall tender Notice of Readiness (NOR) any time day and night Saturday, Sunday, holidays including, by telefax/email, after arrival at the designated transshipment anchorage in Puttalam port, whether in free pratique or not, to CSC with copy to Lightering Partner. Laytime shall commence after 12 hours Turn Time after tendering of NOR.
4. Mother vessel laytime shall cease at the time of the completion of discharge

CSC shall notify demurrage/dispatch rate to Lightering Partner when declaring/nominating each vessel details.

The principle of 'once on demurrage, always on demurrage' shall apply for mother vessels even under force majeure situations.

Demurrage incurred due to overlapping arrivals of the vessels will not be on Lightering Partner's account. However, if any overlapping of vessels occurs due to the fault of Lightering Partner, demurrage so incurred shall be on the account of Lightering Partner and shall be payable by Lightering Partner.

If any mother vessel has incurred demurrage after expiry of laytime for any reason, dispatch will not be paid, even if Lightering Partner has discharged any vessel within a time period less than the allowed laytime.

No demurrage/detention charges for SPBs shall be payable to Lightering Partner under any circumstances by CSC.

CSC shall not pay any dead freight or demurrage/detention charges for the SPBs, to Lightering Partner.

5. Other terms and Conditions

5.1 Boat Note

Lightering Partner shall issue a Boat Note for each and every SPB indicating the approximate weight of the coal loaded in to each SPB signed by the Stevedoring Supervisor of Lightering Partner and Chief Officer of the mother vessel. The daily total quantity lightered by all SPBs shall tally with the daily total quantity discharged from the mother vessel as per the draft survey report prepared by the Chief Officer. The final total of quantities of coal loaded in each SPB shall tally with the B/L quantity.

5.2 Minimum DWT

The minimum Deadweight (DWT) of the SPBs shall be 1550 MT, each and the aggregate DWT of all the SPBs shall be 12,000 MT at any time. In the event the minimum aggregate DWT is not available for the lightering operations at the port of Puttalam, a penalty of USD 500 per day pro rata per SPB, which is out of operation, shall be deducted from the payment of lightering charges due to Lightering Partner by CSC, after a grace period of 08 hours required for any repair of SPB/s.

5.3 Total DWT

Lightering Partner shall ensure that suitable SPBs in agreed numbers and total DWT to discharge at the agreed discharge rate mentioned below shall be ready in all respect for undertaking stevedoring and lightering operations in the Puttalam port 03 days before arrival of the first Mother Vessel at the port of Puttalam on or around 15th September, 2021, which will be notified to the parties in advance in due course.

5.4 Discharge Rate

Discharge rate at the anchorage on 'free-out' basis from Mother Vessel to be achieved by Lightering Partner shall be 10,000 MT using ship's Cranes per WWD of 24 consecutive hours Saturdays, Sundays and holidays included (SSHINC) except on major holidays in Sri Lanka described below. Minimum grab capacity of the Mother Vessels will be 04 x 10 CBM.

Minimum discharge rate shall not be less than 10,000 MT PWWO of 24 consecutive hours SSHINC.

Discharge rate at the Jetty of the Power Station on 'free-out' basis to be achieved by the receiver CEB shall be 13,200 MT PWWO of 24 consecutive hours SSHINC except on major holidays in Sri Lanka mentioned above in above 1.10.6.

5.5 Holidays in Puttalam Port

01 (One) day for National Day	4th February
01 (One) day for Holy Prophet's Birth Day	to be declared each year in April
01 (One) day for Sinhala/Tamil New Year	to be declared each year in April
01 (One) day for May Day	1st May
01 (One) day for Vesak Full moon Day	to be declared each year in May
01 (One) day for Christmas	25th December

5.6 Mooring/Unmooring Gang

The mooring/unmooring gang at the Jetty engaged by LCC/CEB will support the mooring of SPBs when Lightering Partner berth SPBs safely at the Jetty; and unmooring of SPBs after completion of discharging of barges.

5.7 Gantry Cranes

The Jetty shall have minimum 02 gantry cranes at the discharging berth.

5.8 Repairs and Maintenance

All repair and maintenance costs of SPBs and pay-loaders to be deployed by LIGHTERING PARTNER shall be on Lightering Partner's account. All expenses on repairs & maintenance of SPBs, fuel, lubricants, fresh water, mooring ropes, mobilization /de-mobilization costs to/from Sri Lanka, agency fees, costs of food and lodging for the staff / employees of Lightering Partner etc. shall be on Lightering Partner's account.

5.9 Cleaning Holes

Lightering Partner shall clean all the mother vessel holds after completion of discharging of each mother vessel to the satisfaction of Masters of vessels using their pay-loaders/operators.

Lightering Partner shall clean all the hatches of mother vessels after completion of each and every discharging operation to the satisfaction of the Master of the mother vessels.

5.10 Payloaders

At least 03 numbers of Payloaders required for the discharging operation at anchorage shall be engaged by Lightering Partner at any time in order to achieve the agreed discharge rate mentioned in the Clause 6.3. In the event 03Payloaders are not available for the lightering operations at the port of Puttalam, a penalty of USD 200 per day pro rata per Pay-loader, which is out of operation, shall be deducted from the payment of lightering charges due to Lightering Partner by CSC, after a grace period of 06 hours required for any repair of Pay-loaders/s.

Lightering Partner shall provide all crew engaged on SPBs and Sri Lanka Govt. officers, agents, surveyors etc. going on board for arrival/departure formalities with necessary safety equipment/appliances.

It is the responsibility of Lightering Partner to deploy a suitable number of pay-loaders to collect and pile up the coal inside the hatches of the mother vessels and SPBs, to facilitate the grabs of the cranes to pick up the cargo.

5.11 SPBs/Class/Flag registry

Under Section 114 of the Merchant Shipping Act No. 52 of 1971, no foreign flagged vessels shall be allowed to operate in Sri Lankan coastal waters unless the necessary dispensation from the Minister in charge of the subject shall grant exemption to operate foreign flagged SPBs in the port of Puttalam. Therefore, the selected Lightering Partner shall timely register the SPBs under Sri Lanka flag or shall obtain the said dispensation upon signing of the Agreement and prior to commencing of lightering operations.

Lightering Partner shall ensure that all SPBs shall be classed under one of IACS (International Association of Classification Societies) Classes and shall have valid Class and other trading certificates during the entire period of lightering operations to the satisfaction of the authorities in Sri Lanka i.e. DGMS, Sri Lanka Ports Authority (SLPA), Sri Lanka Navy (SLN), CSC, LCC, CEB or any other regulatory agency throughout the entire period of operations.

Lightering Partner shall be responsible to obtain the approval from the DGMS/Ministry of Shipping for operation of foreign flagged SPBs in the port of Puttalam and shall carry out ISPS/SLPA formalities and obtain approvals to enter the port of Puttalam promptly.

5.12 Payment terms for lightering charges

Lightering Partner shall invoice CSC after completion of lightering of each mother vessel at the Jetty with supporting documents and CSC shall effect the payment within 10 working days after receiving the invoice from Lightering Partner. No advance payments of lightering charges will be made by CSC to Lightering Partner.

5.13 Insurance Cover

All vessels should have valid standard P&I Insurance covering following liabilities throughout the entire period of operation, cost of which shall be on Lightering Partner's account.

Wreck removal

Port/jetty property damages liabilities

Oil pollution

Crew liabilities
Cargo liabilities
Third party liabilities

5.14 Agency Matters

CSC will not attend to agency related matters of Lightering Partner unless CSC is appointed under a separate agency agreement and CSC shall not pay any other payments such as any repairs/maintenance expenses, fuel, lubricants, fresh water, mooring ropes, fenders of SPBs, any surveyor requirements of SPBs etc. to Lightering Partner, other than the agreed all inclusive lightering rate.

5.15 Supply of Fuel to SPBs

Lightering Partner shall make their own arrangements to supply fuel to the SPBs by road bowsers or by bunker barges without disrupting the operations at the Jetty at their time risk and expense, subject to prior written approval of the jetty owners/operators – CEB.

5.16 Arrival & Departure Formalities

Lightering Partner has to facilitate passage to/from mother vessels for the authorities (Customs/Immigration/Sri Lanka Navy / Draft Surveyor and mother vessel agents etc.) for carrying out arrival/departure formalities and as and when necessary, free of charge all the time, on arrival/departure and as and when required, with necessary P&I cover for such passengers.

Lightering Partner shall provide all crew engaged on SPBs and Sri Lanka Govt. officers, agents, surveyors etc. going on board for arrival/departure formalities with necessary safety equipment/appliances.

5.17 Replacements of SPBs

Lightering Partner shall immediately replace SPBs, if any of the SPBs become technically not fit to undertake the lightering operation during the period of operation, with suitable substitute SPBs having valid Class/trading certificates, H&M and P&I insurance as mentioned in other Clauses 6.15 in this agreement.

5.18 Technical Suitability of the SPBs

Lightering Partner shall guarantee that the SPBs to be deployed shall be suitable for the location/weather/operation/Jetty in all respect such as (DWT / LoA / Beam / Breadth / Depth / Draft / Air Draft / speed etc.) before mobilization. CSC shall not take any responsibility on the suitability of SPBs for the intended operation. However, CSC may inspect the technical condition of SPBs by an inspection / survey by CSC surveyors before mobilization at CSC's discretion. Any inspection of SPBs by CSC appointed surveyors shall not absolve Lightering Partner of their responsibility to ensure the suitability of SPBs in all respect for the intended operation at the port of Puttalam, Sri Lanka.

5.19 Vessel Schedules

About 06 - 07 vessels are scheduled to arrive at the Puttalam port anchorage each month with a capacity of about 65,000 MT +/- 10%. It is the responsibility of Lightering Partner to carry out the lightering operation during the allowed laytime period in order to avoid demurrage.

Lightering Partner shall be prepared to discharge 02 vessels simultaneously with sufficient gangs in the event that the discharging facilities at the Jetty is improved during the tenure of the Agreement, enabling to discharge 02 vessels in tandem with a view to minimizing vessel demurrage.

If there is one or more vessel is/are waiting at anchorage for the turn to discharge, and the vessel under discharging operation has completed 03 holds out of 05 holds or 05 holds out of 07 holds; the idling 02 gangs shall be shifted to the waiting vessel to commence discharging in order to minimize / save time.

5.20 SLPA Charges

Sri Lanka Ports Authority charges, if any, on SPBs at the port of Puttalam shall be borne by Lightering Partner.

5.21 SPBs' Crew

All officers/ratings who are serving on board SPBs should have necessary valid visas and other competency certificates and Lightering Partner shall engage the minimum manning requirement as per the rules/regulations of Immigration and Emigration Dept. of Sri Lanka, DGMS, Sri Lanka and STCW requirements.

5.22 The unloading cranes of the mother vessels

The unloading cranes of the mother vessels shall be operated by qualified personnel employed by Lightering Partner and when discharging, Lightering Partner shall ensure that unloading grabs shall be lowered very close to the bottom of the barge to avoid spillage or windblown coal dust.

5.23 Laws/Rules/Regulations

Lightering Partner shall comply with all the rules/laws/regulations of the Government of Sri Lanka and the instructions, which may be given by CSC/LCC/CEB/any other regulatory agency from time to time during the operation.

Lightering Partner shall abide by all safety and any other instructions that will be issued by CEB (who is the owner and operator of the Jetty), from time to time.

5.24 Statement of Facts (SOF)

Lightering Partner/CSC/LCC/CEB shall maintain Daily Operational Log sheets for the Jetty and the anchorage separately and an authorized signatory from Lightering Partner shall sign Daily Operational Logs, on behalf of the Lightering Partner and Statements of Facts to be prepared by the mother vessel agent, which shall be final and binding on all parties.

6. Stevedore Damages

CSC shall not be responsible for stevedore damages which the mother vessels may sustain at the port of Puttalam. Lightering Partner shall indemnify and hold CSC harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation, or other damages resulting from injury to any person or damage to property of whatsoever nature of any person arising out of or incident to the performance of the work to unload cargo into the SPBs. Any time lost due to stevedore damage shall be on Lightering Partner's account.

If Lightering Partner refuses to accept the responsibility of the stevedore damage when the vessel Master issue any "Damage Report" or "Note of Protest" against stevedores, Lightering Partner may arrange an independent surveyor to settle the dispute before vessel departure. Any time lost due to waiting for surveyors or the survey of the damage/s shall be on account of Lightering Partner, if the surveyor is appointed by Lightering Partner.

Lightering Partner shall comply and act within the latest guidelines/regulatory frame work enforced by the environmental or any other national or international authority or CSC or LCC or CEB to prevent/minimize environmental pollution and health hazards. The implementation costs, if any, in this connection shall be on Lightering Partner's account. Lightering Partner shall be vigilant of such rules and regulations and Lightering Partner shall promptly comply with such rules/regulations.

No escalation of stevedoring and lightering rate shall be made during the contract period.

7. Lightering Rate Adjustment Formula

The initial Base Rate for lightering shall be adjusted depending on the domestic Diesel price in Si Lanka as follows. The Diesel price of Ceylon Petroleum Corporation is considered as the Index for bunker fuel for SPBs.

Base month will be July 2021.

Whenever the Diesel price is revised (upward or downward) more than 3%, lightering rate shall be adjusted accordingly based on the proportion of fuel cost in the overall cost.

The current quantum of fuel cost of SPBs is estimated to be 10 % of the overall cost.

Accordingly, Base Rate for lightering shall be revised as per the following formula depending on domestic Diesel price:

BR = Initial Base Rate for lightering

A = Base Price of Diesel Rs. per litre

C = Actual Average Price of Diesel in the preceding month to the month which includes the Lightering Completion Date of the relevant shipment

BC = 0.10

BF = Bunker Adjustment Factor

RA = Applicable Barging Rate

$BF = [(C-A)/A]*BC$

$RA = BR*[1+BF]$

8. Assignments and Modifications

Neither party shall assign the whole or any part of the contract or any benefit or interest in or under the contract.

Any alternation or amendment or modification shall be on mutual consent of both parties and it shall be reduced to writing.

9. Force Majeure

An Event of Force Majeure shall mean any circumstances not within the reasonable control, directly or indirectly, of the party affected, but only if and to the extent that (i) such circumstances despite the exercise of reasonable diligence, cannot be or be caused to be prevented, avoided or removed by such party, (ii) such event materially adversely affects the ability of the affected party to perform its obligations under the Agreement, and the affected party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the affected party's ability to perform its obligations under the Agreement and to mitigate the consequences thereof, (iii) such event is not the direct or indirect result of the failure of such party to perform any of its obligations under the Agreement and (iv) such party has given the other party prompt notice describing such events, the effect thereof and the actions being taken in order to comply with this Clause provided that Events of Force Majeure shall not include strikes, lockouts or other industrial action by non-manual personnel of the party seeking to invoke that Event of Force Majeure or of such party's agents or contractors.

10. Notices

Any written notice requiring to be served hereunder shall be sufficiently served by sending such notice by e-mail or fax or courier or registered mail addressed to and forwarded to the party at its last known address.

With Respect to the Lightering Partner the contact information is:

.....

With Respect to the CSC the contact information is:

.....

Ceylon Shipping Corporation Ltd.
No. 27, MICH Building
Sir Razik Fareed Mawatha (formerly Bristol Street)
Colombo 00100
Sri Lanka

Phone: +94 11 2328772/3
Fax: +94 11 2447547
Email: cj@cscl.lk

11. Confidentiality

The terms of the Agreement, any information provided by one party to another in the course of negotiation of the Agreement or any further negotiations among the parties, and any further terms agreed among the parties (collectively the Confidential Information) shall remain confidential to the parties and shall not be disclosed, or used otherwise than for the performance of the parties respective obligations under the Agreement, without the specific written agreement of both parties provided that a party may disclose the Confidential Information to the extent required by law.

12. Applicable Law

This Agreement shall be governed only by the laws of the Democratic Socialist Republic of Sri Lanka under Sri Lankan Jurisdiction.

13. Arbitration

Any dispute under or arising out of this Agreement shall be referred to a single arbitrator in Sri Lanka in accordance with the Sri Lankan Arbitration Act No 11 of 1995 or any statutory modification or re-enactment thereof for the time being in force.

14. Termination

This agreement shall be terminated upon giving 30 days written notice by CSC in the event of a major breach of any of the condition of this agreement by Lightering Partner or due to poor performance of lightering operation.

Section 7: Agreement

Partnering with CSC in Lightering (Barging) for discharging of Coal from Mother ships to Jetty of the Lakvijaya Power Station by using Self-Propelled Barges (SPB) -Season2021/22 and 2022/23

Agreement format for stevedoring & Lightering between Ceylon Shipping Corporation Ltd., and

This AGREEMENT ("the Agreement") is made and entered into, for lightering & stevedoring of Coal, on this..... day of, 2021 between CEYLON SHIPPING CORPORATION LIMITED, duly registered under the Companies Act No. 7 of 2007 of Sri Lanka bearing company registration number PB/227 and having its registered office at MICH Building No. 27, Sir Razik Fareed Mawatha (formerly Bristol Street), Colombo 00100, Sri Lanka (hereinafter referred to as 'CSC') of the one part

and

....., a company incorporated and registered under and by virtue of the law of (country), bearing company No. and having its registered/principal office at (.....address.....) (hereinafter sometimes known and referred to as "Lightering Partner" which term shall where the context so required and admits mean and include the said its successors and permitted assigns) of the second PART WITNESSETH

In consideration of the mutual covenants and agreements made by and between them, the Parties hereby agree as follows:

1. Conditions Precedent

The obligations of Lightering Partner to commence lightering operations or the CSC to obtain the lightering services from Lightering Partner pursuant to this Agreement shall become effective on the date when the lightering partner has established the Performance Security (ITB 10.3) within days of receipt of the Letter of Acceptance.

2. Terms of the Agreement

The term of the Agreement shall be for a period commencing on the date of the Agreement and ending(2 seasons of coal transportation), unless terminated earlier in accordance with the provisions of this Agreement.

Extension beyond the end of the Agreement shall be subject to the mutual agreement of both Parties.

3. Documents Constituting the Agreement

The Following documents shall be deemed to form this agreement and the priority of the documents shall be in accordance with the following sequence.

- (a) This Contract Agreement and the Addendums hereto.
- (b) Performance Security for this contract
- (c) The Letter of Award dated dd mm 2021 and its acknowledgement dated dd mm 2021
- (d) The Power of Attorney given the contractor to authorize the personal to represent the company for signing the Contract.
- (e) Minutes for Pre-Bid meeting held on dd mm yyyy
- (f) The complete set of Bidding Document issued by CSC on dd mm yyyy
- (g) The bids including Price proposal submitted by you (Bidder's name) dated dd mm yyyy dully signed by your authorized signatory including Amendments & Clarification issued, if any.

These documents collectively shall be referred to as the Agreement.

If one document constituting part of the Agreement (as such may have been modified, amended or superseded) conflicts with another, the conflict shall be resolved by giving precedence to the documents in the order in which they are listed above unless otherwise specified, addenda to documents shall, in the event of conflict, prevail over the documents themselves and later addenda shall prevail over earlier ones.

4 Lightering location

Anchorage in the port of Puttalam Sri Lanka within the limit of the Port Area gazetted by Sri Lanka Ports Authority, is around the location of approximately 08o 00' N, 079o 40' E.

Discharging terms at the Jetty shall be "Free-Out."

5 Quantity

The Volume of coal shall be about 2,360,000 MT +/- 10% or as specified by LCC considering the requirements of the end-user Ceylon Electricity Board (hereinafter referred to as CEB).

6 Lightering period and the Lightering rate

6.1 Period of the Contract

The periods of this contract shall be from mid-September 2021 to mid-May 2022 and mid-September 2022 to mid-May 2023. This agreement may be extended for a further two (02) Seasons at the sole discretion of the Board of Directors of CSC. The Terms, Conditions and the Base Lightering Rate mentioned here in this Agreement shall be valid for the extended Contract Season of 2023/24 and for the Season of 2024/25, if CSC declares its decision to extend the Contract at the discretion of CSC.

6.2 Base Lightering rate (stevedoring and lightering)

Base Lightering rate payable by CSC to Lightering Partner shall be USD per MT on the B/L quantity of each mother vessel, exclusive of all levies and taxes in Sri Lanka.

6.3 Address Commission Payable by Lightering partner to CSC

The Address Commission USD per MT payable to CSC by Lightering Partner shall be fixed for the term of Contract irrespective of any fluctuation of Base Lightering Rate due to fluctuation of fuel prices. CSC shall deduct the Address Commission from Base lightering rate when making the payments for lightering to Lightering partner

6.4 Adjustment of Base Lightering rate

The amount, calculated in accordance with clause 7 of the Condition of the Contract, for adjustment of fuel price variation shall be added or deducted from the relevant payments as the case may be.

IN WITNESS WHEREOF the Ceylon Shipping Corporation Ltd. and Lightering partner. have set their respective Common Seals affixed and respective hands hereto and to others of the same tenor and date at Colombo on this day of

.....

.....

In the presence of Witnesses:

1.

2.

The Common Seal of
has been affixed hereto in the presence of the,

.....
.....

.....

In the presence of Witnesses: 1.

2.