



Government of Sri Lanka

Ministry of Ports and Shipping

Ceylon Shipping Corporation Ltd. (CSC)

Bidding Document for

**Calling Expression of Interest (EOI) for the Procurement
of Sea Transportation of Coal to the
Lakvijaya Power Plant- 2022/2023**

Bid No.: CSC/2022/T/Coal/F/1

The Chairman, Ceylon Shipping Corporation Ltd.,
On behalf of Standing Cabinet Appointed Procurement Committee (SCAPC) for the Procurement
of Sea Transportation of Coal to the Lakvijaya Power Plant
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Abbreviations

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

Section 1: Invitation for Expression of Interest (IFEI)

Procurement of Sea Transportation of Coal to the Lakvijaya Power Plant- 2022/2023

Bid No.: CSC/2022/T/Coal/F/1

1. The Chairman, Standing Cabinet Appointed Procurement Committee (SCAPC) invites you amongst others sealed Expressions of Interest (EOI) from eligible and qualified applicants for the procurement of Sea Transportation of Coal to the Lakvijaya Power Plant in accordance with specifications, terms and conditions stipulated herein.
2. The Intended Service Period is mentioned in ITB 1.
3. This EOI process is two stages bidding process where prequalification & shortlisting will be done in the first stage and the price bidding will be done in the second stage. This EOI process will be conducted through International Competitive Bidding (ICB). All bidders who fulfill the pre-qualification requirements specified will be pre-qualified and invited for the priced proposals as and when such requirement arises during the service period.
4. Interested eligible bidders may obtain further information from the address as mentioned in the ITB 6.
5. A complete set of EOI Documents may be purchased by interested applicants on the submission of a written application to the address stipulated in the ITB 8.1
6. Duly completed and prepared EOIs 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)

1. Introduction

1.1 Scope of the Bid

Chairman, Standing Cabinet Appointed Procurement Committee (SCAPC) of the Ministry of Ports and Shipping, on behalf of CSC invites interested dry-bulk ship owning companies which operates ships, to submit an Expression of Interest (EOI) in Partnering with CSC for deployment of their owned/ chartered ships in Sea Transportation of Coal for the 900 MW Lakvijaya Power Plant at Puttalam, Sri Lanka under a COA, as follows; The name & identification number of the contract is stipulated in the EOIDS.

- (a) To submit EOI for prequalification for being shortlisted;
- (b) If prequalified and shortlisted for the Second Stage it is compulsory to;
 - i. Agree to offer lower Base Freight Rates to be intimated by CSC, which could be from one or more load ports, when called upon by CSC at short notice (02 – 03 days);
 - ii.

This invitation could be extended on behalf of the Employer and the Procurement Entity as stipulated in the EOIDS, if necessary. Intended service period is stipulated in the EOIDS

2. Bidding Procedure

Expression of Interest (First Stage) and the Competitive Bidding (Second Stage)

This EOI process is two stages bidding process where prequalification & shortlisting will be done in the first stage and the price bidding will be done in the second stage. This EOI process will be conducted through International Competitive Bidding (ICB). All bidders who fulfill the pre-qualification requirements specified will be pre-qualified and invited for the priced proposals as and when such requirement arisen in connection with the coal procurement process during the service period.

The competitive parameters and the selection criteria are elaborated under the ITB 10.

2.1. First Stage–EOI for Pre-qualification of Bidders:

The EOI Documents including the Draft Contract of Affreightment for the First Stage will be made available to the interested Bidders for reference free of charge at the Chartering & Agency Department in the 1st Floor of CSC Office mentioned in the EOIDS and in the website of CSC www.cscl.lk.

The duly filled EOI Documents along with all the supporting documents should be submitted in sealed envelope marked as “EOI for the COA for Transportation of Coal” and addressed as indicated in the EOIDS –on or before the Deadline of Submitting the EOIs stated in the EOIDS.

2.2. Second Stage – Bidding & the Process of Offering Lower Base Freight Rates

The selection of the Substantively Responsive Bidders at the first stage (hereinafter referred to as the ‘shortlisted Bidders’) will be carried forward to the Second Stage and will be selected through a competitive bidding process.

CSC shall inform all the shortlisted Bidders in writing by fax / email of the Base Freight Rates quoted by the Selected Coal Supplier in LCC's Tenders for Procurement of Coal.

The shortlisted bidders should offer the lowest possible Base Freight Rate than the Base Freight Rate/s quoted by the Selected Coal Suppliers from load port/s to the discharge port, which will be intimated by CSC.

Such Bids must be submitted by the shortlisted bidders before the Closing Date and Time to be intimated in due course for submission of the Bids, subject to terms and conditions of this ITB and the ITB to be issued at the Second Stage and the draft COA.

Since LCC needs to finalize their Term& Spot Tenders respectively and award the Contract to the selected Bidder for supply of Coal as soon as possible, CSC will be granted a limited time (two to three days) to confirm matching of freight rates. In view of above, Bidders shortlisted through the EOI could be granted even a shorter time to submit their Lower Bids. Therefore, it will be in the best interest of the Bidders to study the terms and conditions of the draft COA well in advance and be ready to bid / match the Base Freight Rate/s to be offered.

3. Cost for Pre-qualification & Bidding

3.1. The Bidders shall bear all costs associated with the preparation and submission of its applications for EOI and Bidding and CSC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process. By participating in the EOI / bidding, each Bidder agrees and acknowledges that in no event shall it be entitled to make a claim of any kind against SCAPC or the Project Committee or CSC or CSC's officers, employees, or consultants arising out of, relating to, or in any way connected with the Bidder's / Bidder's EOI / Bid or CSC's consideration thereof.

4. Pre-bid meeting

- 4.1. The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the EOIDS. 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.
- 4.2. The costs of attending to the pre-bid meeting shall be at the Bidder's own expense.

5. The EOI Documents

5.1. Content of the EOI (Bid) Document

The bidding document comprises the documents listed below:

- Section 1: Invitation for Bid
- Section 2: Instructions to Bidders (ITB)
- Section 3: Expression of Interest Data Sheet (EOIDS)
- Section 4: Employer's Requirements
- Section 5: Bidding Forms
- Section 6: Contract of Affreightment
- Section 7: Condition of Contract of Affreightment (COC)
- Section 8: Contract Data Sheet (CDS)
- Appendix1: Specimen Priced bid document

Bidders are expected to examine all instructions, forms, terms, specifications and other information in the EOI 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 EOI Documents or submission of a EOI not substantially responsive to the EOI Documents will be at the Bidder's risk and may result in rejection of its Bid.

5.2. Amendment of EOI Documents

At any time prior to the deadline for submission of EOIs, CSC may, for any reason, whether at its own initiative or in response to a clarification requested by Bidders who have purchased EOI Documents, amend the EOI / Bidding Documents and / or the draft COA by issuing Addenda. Notice of any amendments will be made available in writing and electronically by email or telefax to all Bidders who have purchased the EOI Documents and will be binding on them. Bidders are required to immediately acknowledge the receipt in writing or electronically by email and using the Addenda Receipt provided in Annex 1 for any such amendment with the Bid. It will be assumed that the information contained therein will have been taken into account by the Bidders in its EOI.

6. Clarification of EOI Documents

Bidders, who have obtained EOI Documents and requiring any clarification of the EOI Documents, may notify CSC in writing or electronically by email or telefax at the CSC's address indicated in the EOIDS. CSC will respond in writing to appropriate clarifications sought not later than the time and date mentioned in EOIDS.

Written copies of the CSC's response (including an explanation of the query but without identifying its source) will be sent to all Bidders, who have obtained the EOI Documents up to the time of issuing of each clarification by CSC. When obtaining of EOI Documents all Clarifications issued up to that time, also will be issued.

7. Preparation of Bids

7.1. Language of EOI

The EOI prepared by the Bidders and all correspondence and documents related to the EOI exchanged by the Bidders and CSC, shall be written in the English language, provided that any printed literature furnished by the Bidders may be written in another language so long as accompanied by an English translation by sworn translator. For purposes of interpretation of the EOI, the English translation shall govern. Any document submitted in another language without accompanying English translation by sworn translator shall not be considered for the evaluation of the EOI.

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 or by email to Password Protected Email chartcom@cscl.lk.

7.4. Documents to be submitted by Bidders

Bidders should courier / mail by registered post/ hand-deliver/email the originals of documents in sealed envelope as mentioned below on or before the deadline for submitting of EOI.

- a) Letter of Bid duly completed and signed by the Bidder
- b) EOI Securing Declaration
- c) Forms 1 to 11 duly filled and signed with necessary supporting documents.
- d) Addenda Receipt, if any Duly Filled and Signed by the Bidders
- e) Power of Attorney / Board Resolution
- f) In the case of a Company, Certificate of Incorporation and related documents
- g) PCA 3 Form, if applicable.

(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;<https://eroc.drc.gov.lk/home/search>)

- h) Instruction to Bidders
- i) Expression of Interest Data Sheet (EOIDS)
- j) Condition of Contract of Affreightment
- k) Contract Data Sheet (CDS)
- l) Draft Agreement / Affreightment
- m) Other information listed in EOIDS; and
- n) Any other information, bidder may wish to include

7.5. Format and signing of EOI

The Bidders shall prepare one original and one certified copy of the EOI submission documents, clearly marking each one as 'Original' and 'Copy' as appropriate. The Original and the copy of the EOI, each consisting of the documents listed in Clause 7.4 above, shall be typewritten or otherwise reproduced in indelible ink and shall be signed by the Bidders or a person or persons duly authorized to bind the Bidders to the EOI. The said authorization shall be indicated by written Power-of-Attorney / Board Resolution accompanying the EOI and submitted as Annex 2 to the EOI. All pages of the EOI shall be initialed by the person or persons signing the EOI.

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

7.6. EOI Securing Declaration

Unless otherwise stated in the EOIDS, All EOIs must be accompanied by a EOI Securing declaration in the validity as specified in the EOIDS. The EOI Securing Declaration, in the Form provided in Annex 6, shall be submitted with the EOI

7.7. Validity of EOIs

EOIs shall remain valid for a period as specified in EOIDS. EOIs 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.

8. Submission of Bids

8.1. Sealing and Marking and Submission of Bids

Sealed EOI, bear the contract name and the number, 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

Or by email to Password Protected Email chartcom@cscl.lk.

8.2. Deadline for Submission of EOIs

Bids shall be received up to the Time and the Date mentioned in the EOIDS.

SCAPC/CSC may at its discretion extend this deadline for submission of Bids by amending the Bid Documents in accordance with ITB Clause 5.2, 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 EOIs

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

9. Bid Opening

9.1. Opening of EOI

9.1.1. The Employer will open the EOI in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the EOIDS. 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 and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

9.2. Clarification of Matters in the EOIs Submitted by the Bidders

To assist in the examination, evaluation and comparison of EOIs, as directed by the SCAPC and / or the Project Committee, CSC may seek clarifications from the Bidders on their EOIs.

The request for clarification and the response shall be in writing and no change in the substance of the EOI shall be sought, offered or permitted.

10. Eligibility, Capacity and Qualifications of the Bidders for Consideration of being Shortlisted

10.1. Operational and Chartering Capacity of the Bidders

The vessels of CSC and the Selected Partner will be dovetailed in a one single Laycan Schedule to be prepared in due course. In order to schedule about 50% out of 40 shipments under term tender and rest of the 50% under four spot tenders per Season within the short window of time available, load port laycans of 10 days will have to be prepared overlapping on each other.

The Selected Partner should be able to deploy mix of their owned ships/ chartered ships from the spot market, as and when required, enabling to place ships at the load port/s with the required gap of about 05 days between ships as per the laycan Schedule.

Further, Base Freight charges will be always payable Before Breaking Bulk (BBB) only at the destination. Bill of Ladings shall be released promptly on this basis (BBB) of payment as per the COA.

Therefore, it will be imperative that the Selected Partner has the knowhow, financial, chartering and operational capacities and competence to charter suitable ships from the charter market for ensuring uninterrupted delivery of coal within the given period of time and accomplish the joint task.

The Partner to be selected under this procurement shall be solely responsible for the performance of transportation of the quantity of coal that CSC will offer.

10.2. Factors considering to judge the eligibility of the Bidders

The following factors will be considered to judge the eligibility of the Bidders for being shortlisted;

- (a) Owning and operating of at least 05 single deck geared dry-bulk ships, which can load parcels of thermal coal in size of 60,000 MT +/- 10% at buyer's option and available free of any charters or encumbrances for deployment under the intended COA with CSC.
- (b) Minimum experience of 05 years in owning and operating of geared dry-bulk carrier ships in the range of Supramax / Ultramax / Panamax including loading and discharging at anchorage ports using ships' cranes and floating cranes.
- (c) Having experience in transportation of an aggregate of 04 (four) million MT of coal or other bulk cargoes in last 36 months up to 31st March 2022 (from 1st April 2019).
- (d) Minimum turnover of USD 10 (ten) million or equivalent per annum, over the last 03 (three) financial consecutive years (from 1st Jan 2019 to 31st Dec 2021) from the business of owning and operating of dry-bulk carriers including transportation of coal.
- (e) Technical suitability of following minimum parameters of the ships owned by the Bidders, which are intended to be put into operation;
 - Validity of Class Certificates (should be a Class acceptable to the Sri Lanka Flag Administration)
 - Validity of Protection & Indemnity Insurance Covers
 - Validity of other Statutory and relevant Trading Certificates mentioned in the Form 7.

- (f) The minimum specifications of the ships to be deployed shall be as follows;
- Age: less than 15 years
 - DWCC: 60,000 MT +/- 10 % at buyer's option
 - Cranes: 04 Electro-hydraulic cranes with minimum SWL of 30 MT
 - Grab capacity: minimum 10 CBM

10.3. Documents for Evaluation for Short listing of Bidders:

The Bidders shall provide evidence of the financial capacity, number of owned ships, number of ships chartered and the details of the COAs performed by the Bidders during last 03 years to prove the capability to perform the COA effectively, to the satisfaction of the Project Committee / SCAPC.

Bidders shall be evaluated based on the following information;

- (a) Information and Experience of the Bidder
- (b) Details of the ships owned by the Bidders offered to be deployed in to the operation.
- (c) Experience over the last three (3) years (Form 2). The Bidders must provide breakdown / information / details of the quantities carried and declare in the Form 2, in separate papers / sheets showing the contracts, customers, load and discharge ports etc.
- (d) References of past customers, together with the contact address, etc. of each customer, in order to show past performance.
- (e) Evidence of financial standing. Full set of Annual Reports and Audited Financial Statements for the last three (3) consecutive years.
- (f) Authority to seek references from the Bidder's Bankers.
- (g) Information regarding any commercial litigations in Courts of Law or Arbitration, in which the Bidders is or was involved as a Respondent in the past three (3) years, the parties concerned, and disputed amounts.
- (h) Copies of the Valid Trading Certificates of the ships owned and operated by the Bidders intended to be deployed in to the operation.
- (i) Declaration by the Bidders with Regard to Non-Blacklisting / Non-Debarment.
- (j) Additional information.
- (k) Declaration of Acceptance of the Terms and Conditions of the draft Contract of Affreightment (COA) of CSC by the Bidders.
- (l) A letter declaring the willingness to offer sea training berths for Sri Lankan Merchant Marine Cadets will be an added advantage.

11. Steps of Evaluation of Bidders at the First Stage (EOI)

The evaluation of Applications for short listing will be carried out in 02 steps.

Step 1: Preliminary Examination

At this Step it will be examined whether following documents have been duly filled, signed and submitted;

- a) Check whether the Power of Attorney / Board Resolution has been submitted;
- b) Check whether the Certificate of Registrar of Public Contracts has been submitted (in case the Bidder is a local Agent)
- c)

The Applications, which have satisfied the above Preliminary Examination for Responsiveness, will be evaluated in detail for the Technical suitability of the ships offered.

Step 2: Technical Evaluation of the ships owned and operated by the Bidders

At this Step following verification of Bids will be performed;

- a) Check the Bid Security
- b) Verify the ownership of minimum 05 ships by the Bidder, each of which can carry 60,000 MT +/- 10%.
- c) Verify whether the specifications of ships owned by the Bidders meet with the specifications mentioned in the ITB 10.2. (e) and (f);
- d) Check whether the duly signed Declaration of Acceptance of the Terms and Conditions of the draft Contract of Affreightment (COA) of CSC has been submitted by the Bidders (Form 10).
- e) Documents to prove the experience of minimum of 03 years in owning and operating of geared dry-bulk carriers of specified capacity in transportation Coal and the quantity carried (Form 02);
- f) References provided (as per Form 03);
- g) Financial Information (Form 04);
- h) Litigation if any (Form 06) and

The Bidders, whose owned ships and the corporate, financial and chartering capacity and experience meet with all the requirements and accept the terms and conditions of the draft COA, will be considered for being shortlisted for the Second Stage (Competitive Bidding).

12. Competitive Parameters for the Selection at the Second Stage (Bidding)

Competitive parameters for the selection of the best Partner among the shortlisted Bidders shall be as follows;

- 12.1. Offer lower Base Freight Rates, inclusive of the Address Commission to CSC, from the respective load ports as declared by the prospective selected coal supplier in compliance with the terms and conditions laid down in the draft Contract of Affreightment;
- 12.2. Agreeability to appoint CSC as the ships' Agent at the discharge Port of Puttalam;
- 12.3. The substantially responsive Bids, which are qualified under 12.1 above will be evaluated to check the Lowest Substantially Responsive Base Freight rate/s from the main port/s of loading.
- 12.4. The Bid, which offers the Lowest Evaluated Base Freight rate/s will be recommended for the award for the COA. The number of sea training berths offered for Sri Lankan merchant marine Cadets will be an added advantage.

13. Compliances with International & National Regulations

Refers to the clause 9 of the Section 4: Employer's Requirements

14. Notification of Acceptance for Short listing

Once pre-qualified and shortlisted, Bidders will be formally informed in writing electronically by email or Telefax. Once the Base Freight Rates to be matched by CSC is known, CSC will inform the registered Bidders to send their Bids as mentioned under Clause 2.2 above.

15. Bid Security Applicable at the Second Stage (Bidding Stage)

At Second Stage, all the Bids shall be accompanied by a Bid Security in the amount and currency and validity as specified in the EOIDS. The Bid Security, in the Form provided in Annex 3, shall be a Bank Guarantee issued by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka or a Cash Deposit in United States Dollars or in an equivalent amount converted at the Selling Exchange Rate of the Central Bank of Sri Lanka on the date of depositing, in following Bank Account of CSC;

USD Account:

Beneficiary	Ceylon Shipping Corporation Ltd
Account Number	004 - 4021 - 6 -0210916 (USD Feea A/c No)
SWIFT Code	PSBKLKLX
Name & Address of Bank	People's Bank International Banking Division No. 91 ACHC Building Sir ChittampalamA Gardiner Mawatha Colombo 02 Sri Lanka

LKR Account:

Beneficiary	Ceylon Shipping Corporation Ltd.
Account Number	1400209102
SWIFT Code	CCEYLKLX
Name & Address of Bank	Commercial Bank of Ceylon Plc Foreign Branch 21, Sir Razik Fareed Mawatha P.O.BOX 853 Colombo 01, Sri Lanka Fax +94 11 2449889 Email: email@combank.net

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

Unsuccessful Bidders' Bid Security will be released 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 to be advised in due course at the Second Stage.

The successful Bidder's Bid Security will be released upon the Bidder's signing the COA with CSC, pursuant to the fulfillment of the Conditions Precedent, which is issuance of the Performance Security as stated in the Clause 27 of the Implementation Agreement (Draft Contract of Affreightment).

16. Validity of Bids at the Second Stage (Bidding Stage)

Bids shall remain valid for a period to be advised at the Second Stage. A Bid valid for a shorter period shall be rejected by SCAPC as non-responsive.

In exceptional circumstances, SCAPC 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 permitted to modify its Bid.

The Bid Security may be forfeited:

- (a) If a Bidder;

- i) Withdraws its Bid during the period of Bid Validity to be advised at the Second Stage; 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 after being awarded of the Contract; or
 - (ii) To furnish Performance Security in accordance with Clause 17.

17. Performance Security Applicable at the Second Stage (Bidding Stage)

Within 03 days of receipt of the Letter of Acceptance at the Second Stage, the successful Bidder shall furnish the Performance Security for the amount given in the EOIDS in the format attached as Annex 4.

The Performance Security in the Form of a Bank Guarantee shall be issued by a bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka. If the Contract is extended, the Performance Security shall be extended by the Bidder accordingly.

Failure of the successful Bidder to submit a Performance Security or to sign the Contract of Affreightment with CSC after being awarded of the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

18. Contacts with CSC

Subject to Clause 6 and 9.2, no Bidders shall contact CSC or any other person or organization involved on any matter relating to this EOI, from the time of the opening of EOIs to the time the Contract is awarded.

Any effort by Bidders to influence CSC in EOI evaluation, EOI comparison or Contract Award decisions may result in rejection of the EOI / registration.

19. Award of Contract

While taking in to account the lowest evaluated substantial responsive Net Freight rate offered and if necessary, after negotiations by the SCAPC on behalf of the CSC, the SCAPC will determine to its satisfaction whether the Bidder having submitted the responsive Bid and recommended for selection by the evaluation process, is qualified to satisfactorily perform the Contract.

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

20. Notification of Acceptance and Signing of the Contract

After determining of the successful Bidder in accordance with the Clause 11 and 12, and thereafter upon obtaining the final approval of the Cabinet of Ministers 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 03 working days of receipt of the Letter of Acceptance, the successful Bidder shall enter into a Contract of Affreightment with CSC. The date and venue for signing the Agreement shall be agreed between the Parties.

Section 3: Expression of Interest Data Sheet (EOIDS)

This EOI Data Sheet (EOIDS) provides information in a tabular form to assist interested parties-for submission of their EOIs.

Item No	ITB clause Reference	Name	Description
1	ITB 1.1	Name of the Contract	Partnering with CSC for Sea Transportation of Coal to the Lakvijaya Power Plant- 2022/2023
2	ITB 1.1	Identification number of the contract Invitation for EOI (IFB) No	CSC/2022/T/Coal/F/1
3	ITB 1.1	The Employer& the Procurement Entity	Ceylon Shipping Corporation Ltd. (CSC)
4	ITB 1.1	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@cscl.lk
5	ITB 1.1	Intended Service Period	from Start of September, 2022 to Mid of May, 2023
6	ITB 1.8.3	The Coal quantity & Parcel Size under this EOI / COA and CSCs owned two bulk carriers	Coal quantity: Total quantity 2,360,000 MT +/- 10% contract period. The said quantity will be available in following 02 parcels. <ol style="list-style-type: none"> 1. 1,180,000 MT +/-10% from Term tender (including CSC 02vessels) 2. 1,180,000 MT +/-10% from four spot tenders (including CSC 02vessels) Parcel size: 60,000 MT +/-10%
7	ITB 2.1 ITB 3.2	Place at which information / clarifications can be obtained	Chartering & Agency Department of CSC Tel. +94 11 2328772 – 3 ext. 248 Mobile + 94 71 0215702 Fax +94 11 2447547 email: dantha@cscl.lk
8	ITB 2.1 ITB 3.2		
9	ITB 2.1	Place at which EOI shall be submitted	Ministry of Ports and Shipping 19, Chaithya Road Colombo 00100 Sri Lanka

10	ITB 2.1 ITB 8.2	Deadline of Submitting EOI	16 th June 2022 1500 hrs (Sri Lanka Standard Time)
11	ITB 4.1	Pre bid meeting	Pre bid meeting will not be held
12	ITB 6	Address for Clarification	Chartering & Agency Department of CSC Tel. +94 11 2328772 – 3 ext. 248 Mobile + 94 71 0215702 Fax +94 11 2447547 email: dantha@cscl.lk
13	ITB 6	Last date for applying Clarifications, 2022 until 1600 hrs
14	ITB 7.6	EOI Securing declaration	All EOIs must be accompanied by a EOI Securing declaration in the validity 90 days.
14	ITB 7.7	Validity of EOIs	EOIs shall be valid 90 days beyond the deadline of submission of bids
15	ITB 9.1	Date and Time of Opening of EOI	Soon after closing of the EOI
16	ITB 9.1	Location of Opening of Applications for EOI	Ministry of Ports and Shipping 19, Chaithya Road Colombo 00100 Sri Lanka
17	ITB 15	Bid Security for the Bidding (applicable for shortlisted Bidders at the Second Stage) Bid validity	5,000 USD (Five Thousand United States Dollars) or equivalent in LKR(at the prevailing exchange rate) 120 days
18	ITB 17	Performance Security for the Bidding (applicable for the selected Bidder at the end of the Second Stage of the Tender before awarding of the Contract)	*..... USD (United States Dollars) or equivalent in LKR (at the prevailing exchange rate)
19		Source Bank for Exchange Rates	Central Bank of Sri Lanka

Section 4: Employer's Requirements

1 The Employer

The Employer, Ceylon Shipping Corporation Ltd. (CSC) is the 100% Government owned National Sea carrier of Sri Lanka. Ceylon Shipping Corporation Ltd. (CSC), coming under the purview of the Ministry of Ports, and Shipping, is the contractor of Lanka Coal Company (Pvt) Ltd. (LCC) for sea transport of coal, since the year 2010.

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.

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.

Coal is procured and supplied by LCC for the 900 MW Lakvijaya Power Station (LVPS), owned and operated by CEB, situated at Puttalam, Sri Lanka, about 130 km north of Colombo on the West Coast of Sri Lanka. LCC procures coal on Term Tenders basis as well as Spot Tenders basis.

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.

5 Discharging of Coal at Puttalam Anchorage

5.1 Mother vessels carrying coal discharge at the anchorage about 5.0 km offshore at the port of Puttalam. The anchorage area is within a radius of about 1.0 km from the anchoring location of approximately 08o 00' N, 079o 40' E. Two ships can be safely anchored at any time under normal weather conditions.

Bidders are advised to study the available depths at the anchorage area from the Chart/s available at the National Hydrographic Office (NHO), National Aquatic Resources Research & Development Agency (NARA), Crow Island, Mattakkuliya, Colombo 15, Sri Lanka (website: www.nara.ac.lk).

5.2 There are no pilotage services for ships available at the port of Puttalam. Masters of the ships shall safely navigate their ships to / from the anchorage location on their own using their owned-Paper / Electronic Charts and the Charts for the anchorage area available for sale at the NHO, Sri Lanka.

Since the inception, only geared Ultramax, Supramax, Panamax and Kamsarmax sized vessels have been used for transportation of coal. Up to end of April 2021, all ships carried coal have safely transported and discharged to LVPS.

- 5.3 Coal is discharged at the anchorage into self-Propelled Barges (SPBs), which are unloaded at the Jetty using the Grabbed Gantry Cranes.

6 Procurement of Coal

- 6.1 Full requirement of coal of Lakvijaya Power Plant is procured by LCC using following two (2) methods through capitative bidding procedure where the intended bidders shall offer Price of Coal with the Base Freight Charges from one Main Port and Optional Ports to the Discharging Anchorage at Puttalam port separately.

- Term Tender; for procurement of about 50% of the annual coal requirements for supply in two Seasons.
- Spot Tenders; for the balance amount of coal about 300,000 MT per one procurement up to 5 procurements per season

- 6.2 By virtue of a decision of the Cabinet of Ministers of the Government of Sri Lanka, CSC will be given the "Right of First Refusal" by LCC to match the Base Freight Rate/s quoted by the Bidder to be selected in the aforesaid procurement process of LCC.

- 6.3 This EOI is called by CSC for selection of a suitable ship owning Partner, to deploy their owned ships as well chartered ships in addition to ships owned and chartered by CSC. The Selected Partner shall enter into a Contract of Affreightment (COA) with CSC to transport the quantity offered by CSC.

7 Sea Transportation of Coal

- 7.1 This EOI is the First Stage for prequalifying and short listing of Bidders to be followed by competitive bidding at the Second Stage.

The pre-qualified and shortlisted Bidders should offer lower Base Freight Rate/s than the Base Freight Rate/s from various load ports quoted by the Bidder (Supplier) to be selected as the shipping partner of CSC for sea transportation of coal.

Accordingly, the selection at the Second Stage will be based on the lowest evaluated substantially responsive Base Freight Rate/s which should be lower than the Base Freight Rates offered by the selected Coal Supplier.

- 7.2 When CSC confirms matching the declared Base Freight Rate/s from the respective load ports to the anchorage of the port of Puttalam in due course, LCC shall enter into a back-to-back COA with CSC for the entire quantity of Coal requirement of CSC, subject to the approval of the Cabinet of Ministers of the Government of Sri Lanka. In turn CSC shall enter into a COA with the selected Ship Owner.

- 7.3 The Coal quantity under this EOI / COA and CSCs owned two bulk carriers is stipulated in the EOIDS. Parcel size shall be as stipulated in the EOIDS. The selected Partner should use their owned ships, and if necessary chartered ships for deployment under this COA.

- 7.4 At this First Stage of the selection (EOI), Standing Cabinet Appointed Procurement Committee (SCAPC) will prequalify dry-bulk ship owning companies, which operate ships and are interested in partnering with CSC under a COA.
- 7.5 The agreed Base Freight Rate/s under the COA may be applicable for coal shipments to be purchased by LCC through the Spot Tenders as well.
- 7.6 For being shortlisted for the Second Stage of Bidding such dry-bulk ship owning companies should have a good track record, financial, operational and chartering capacities.

9. Compliances with International & National Regulations

- 9.1. The Selected Partner shall ensure that the Master / vessel shall comply with all the Regulations of the International Maritime Organization (IMO) as well as local Regulations of the Port State Control (Director General of Merchant Shipping Secretariat), Sri Lanka Ports Authority (SLPA), Marine Environment Protection Authority of Sri Lanka (MEPA), Sri Lanka Navy (SLN), Sri Lanka Customs (SLC) etc.
- 9.2. The Selected Partner shall undertake that the vessels to be deployed under the intended COA, irrespective of whether vessels are owned or chartered by the Partner, shall fully comply with the 'International Convention for the Prevention of Pollution from Ships' (MARPOL) of the International Maritime Organization (IMO), up to the Annex VI or the latest in force during the tenure of this COA. CSC shall not be responsible for any non-compliance by the ships to be deployed by the Selected Partner under this COA, in whatsoever manner at load port or discharge port or during the sea passages.
- 9.3 The Selected Partner shall ensure that the vessels to be deployed under this COA, irrespective of whether vessels are owned or chartered by the Partner, shall fully comply with the 'International Convention for the Prevention of Pollution from Ships' (MARPOL) of the International Maritime Organization (IMO), up to the Annex VI or the latest in force during the tenure of this COA. CSC shall not be responsible for any non-compliance by the ships to be deployed by Shipping Partner under this COA, in whatsoever manner at load port or discharge port or during the sea passages.

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 Bidders

Items	Response of the Bidder								
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 Organization (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: 30px; height: 20px;"></td></tr> <tr><td style="width: 30px; height: 20px;"></td></tr> <tr><td style="width: 30px; height: 20px;"></td></tr> <tr><td style="width: 30px; height: 20px;"></td></tr> <tr><td style="width: 30px; height: 20px;"></td></tr> <tr><td style="width: 30px; height: 20px;"></td></tr> <tr><td style="width: 30px; height: 20px;"></td></tr> <tr><td style="width: 30px; height: 20px;"></td></tr> </table>								
5. Date of incorporation: Place of Incorporation: Note: attach the Certificate 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)
9.	In case the Bidder is a joint- venture, list here names and address of all members and proportion of their participation: (a) Leading Member (Lead Partner) Other Members: b) c) d) e)
	Total annual turnover as per the audited accounts in the last three (3) consecutive financial years in equivalent USD. The figures for each of the partners of a Joint Venture shall be added together to determine the Joint Venture’s compliance with the minimum qualifying criteria set out in the Clause6.2.(d).of the ITB.	2019..... million USD 2020..... million USD 2021..... million USD

This Clause is Not Applicable

Bidder’s Signature..... Date & Place:

Form 2: Letter of Submission of EOI

Letter of Submission of EOI

The Chairman,
Department Procurement Committee (Ship Chartering) of CSC
Ceylon Shipping Corporation Ltd,
No. 27, M. I C. H. Building
Sir Razik Fareed Mawatha,
Colombo 00100
Sri Lanka.

Expression of Interest (EOI) for the Procurement of Sea Transportation of Coal to the Lakvijaya Power Plant- 2022/2023
Bid No.: CSC/2022/T/Coal/F/1

I/We the undersigned, having read and fully acquainted myself/ourselves with the contents of the EOI Documents and its “Terms and Conditions” pertaining to the above subject, do hereby submit our Expression of Interest in conformity with the above said documents.

I/ We confirm that this EOI shall be valid be days from the deadline of submitting the EOIs and that it will not be withdrawn or revoke prior to that date.

Authorized Signatory :
Designation :
Date :
Company Seal:

Form 3 –Experience

Item		Bidder's 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 sea transportation of coal	
3	Indicate years of organization's overseas experience in sea transportation of coal, if any	
4	Indicate the quantity of bulk cargoes transported during last 03 years up to 31st March 2022.	Year	Total Quantity MT
		2019/20	
		2020/21	
		2021/22	

We hereby declare that we have provided breakdown / information / details of the contracts, customers, and load and discharge ports of the above quantities in the Form 2A.

Bidder's Signature..... Date & Place:

Form 3A – Details of the Experience (Using owned Ships and Chartered Ships)

Cargo Carried under COAs

Customer	Commodity	Period of COA (from / to)	Contracted Quantity MT	POL/POD	Base Freight Rate/ Charter Hire USD	Quantity Carried MT
Total MT						

Spot Market Operations (Trip Charters / Voyage Charters)

Customer	Ship's Name	Owner	Commodity	Type (Trip Charter / Voyage Charter)	POL/POD	Freight Rate / Charter Hire USD	Quantity MT
Total MT							

Grand Total: MT

Bidder's Signature.....

Date & Place:

Form 4 – References

Please list, as references, the names and addresses to which your firm has performed sea freight 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 transported

b. Firm Name:

Address:

Business Relationship:

Contact Name:

Phone/Email:

Quantity transported

c. Firm Name:

Address:

Business Relationship:

Contact Name:

Phone/Email:

Quantity transported

Bidder's Signature.....

Date & Place:

Form 5 – Financial Status of Bidders

Bidders shall summarize 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		2019	2020	2021
1.	Total assets			
2.	Current assets			
3.	Total liabilities			
4.	Current liabilities			
5.	Sales			
6.	Gross Profits			
7.	Profits before taxes			
8.	Profits after taxes			

Bidders shall attach full sets of Annual Reports or the Audited Financial Statements for the last three (3) consecutive years as above or this Form No. 04 shall be certified by the Chartered Accountant of the Bidder’s company.

Statement by the Chartered Accountant of the Bidder’s company:

I confirm that above figures represent a true and fair view of the Bidder’s Audited Financial Accounts.

Signature of the Chartered Accountant

Date & Place:

Stamp:

Bidder’s Signature.....

Date & Place:

Form 6 –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.....

Date & Place:

Form 7 – Litigation as the Respondent

The Bidders shall provide below information on Litigation in Court of Law or Arbitration in which the Bidders are or were involved as the Respondent in the past three (3) consecutive years.

Nature of Litigation / Arbitration	Plaintiff	Cause of Dispute	Suit Value (USD)	Current Status as of the date of EOI

Bidder's Signature.....

Date & Place:

Form 8 - Details of the Owned / Chartered Ships Firmly Offered to be deployed into the operation.

Bidders shall submit following details in tabulated form for each and every ship owned by the Bidders and the chartered ships, intended to be deployed under the COA;

1. Name of the Ship
2. IMO No.
3. Rightship Status
4. Name of the Owner
5. Flag
6. Year & month Built
7. Class
8. Expiry Date of Class
9. P&I Club
10. Expiry Date of P&I Cover
11. DWT (MT)
12. LOA (M)
13. Beam (M)
14. Fully Loaded Draft (M)
15. Beam (M)
16. Max Draft (M)
17. Air-draft (M)
18. No. of Holds/Hatches
19. Type of Hatch Covers
20. Capacity and Types of Cranes
21. Types of Grabs
22. Capacity of Grabs
23. Number of Mooring Bollards
24. Following Trading Documents shall be submitted for each and every ship intended to be put to this operation, and owned by the Bidder;
 - (a) Certificate of Class
 - (b) Certificate of Registration
 - (c) Certificate of Hull & Machinery Insurance
 - (d) Certificate of P&I Insurance
 - (e) SMC
 - (f) DOC for DG
 - (g) ITC
 - (h) ILLC
 - (i) ISPP
 - (j) IOPP
 - (k) IAPP
 - (l) Duly filled and signed Baltic-99 Questionnaire

Form 9: Declaration by the Bidders with Regard to Non-Blacklisting / Non-Debarment

Undertaking Declaration by the Bidders on Company Letter Head with Regard to Non -Blacklisting / Non-Debarment

To:
Chairman
Standing Cabinet Appointed Procurement Committee (SCAPC)
Ministry of Ports and Shipping
No. 19, Chaithya Road
Colombo 00100
Sri Lanka

We hereby confirm and declare that we, M/s....., is not blacklisted / de-registered / debarred by any Government Department / Public Sector Undertaking / Private Sector/ or any other agency for which we have Executed / Undertaken the works/ Services during the last 5 years.

For

Bidder's Signature.....

Date & Place:

Form 10– Additional Information by Bidders

The Bidders 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.....

Date & Place:

Form 11: Declaration of Acceptance of the Terms and Conditions of the draft Contract of Affreightment (COA) of CSC (Undertaking Declaration by the Bidders on Company Letter Head)

To:
Chairman
Standing Cabinet Appointed Procurement Committee (SCAPC)
Ministry of Ports and Shipping
No. 19, Chaithya Road
Colombo 00100
Sri Lanka

We hereby confirm and declare that we, M/s....., confirm the Acceptance of the Terms and Conditions of the draft Contract of Affreightment (COA) of CSC.

For

Bidder's Signature.....

Date & Place:

5.2 Forms for Annexures to Instructions to Bidders

Annex 1: Addenda Receipt

CEYLON SHIPPING CORPORATION LIMITED
INVITATION FOR BIDS NO: CSC/2022/T/Coal/F/1
BIDDERS:

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

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

FOR AND ON BEHALF OF
(BIDDER'S NAME)

(Authorized Signature)

Name :
Position :
Place and Date :

Annex 2: Form of Power of Attorney or Board Resolution

Note:

The Bidders shall attach a **Power of Attorney**, duly authorized by a Notary Public or a Board Resolution, indicating that the person(s) signing this Application / Bid have the authority to sign the Bid and that the Application / Bid is binding upon the Bidders during the full period of its validity in accordance with ITB Clause 15.

Annex 3: Specimen Format of Bid Security
(Applicable at the 2nd stage)

[On the letterhead of the issuing bank]

[Date]

Your ref.: Procurement No.: CSC/2022/T/Coal/F/1

To:

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

Dear Sirs,

We have been informed that _____ (hereinafter called the "Bidder") is submitting a Bid for a contract for sea transportation of coal in response to your invitation under Procurement No. CSC/2022/T/Coal/F/1, and that the conditions of your invitation, which are set out in 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, any sum or sums not exceeding in total the amount of United States Dollars/= (say: United States Dollars) upon receipt by us of your demand in writing and your 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 Agreement or
 - (ii) The Bidder fails or refuses to furnish the Performance Security, in accordance with Instructions to Bidders.

Your demand and statement must be received by us at this office on or before2021 when 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.

Signature(s) _____

Date & Place: _____

Annex 4: Specimen Format for Performance Security

(Applicable at the 2nd stage)

Reference: Clause 23 in the Instructions to Bidders

[On the letterhead of the issuing bank]

[Date]

Your ref.: Procurement No.: CSC/2021/T/Coal/F/1

To:

Ceylon Shipping Corporation Ltd.

No. 27, MICH Building

Sir RazikFareedMawatha (formerly Bristol Street)

Colombo 00100

Sri Lanka

Dear Sirs,

Account: [Name of the Bidder]

We, the undersigned Issuing Bank, understand that:

- (a) You, Ceylon Shipping Corporation Ltd., of No. 27, MICH Building, Sir RazikFareedMawatha (formerly Bristol Street), Colombo 00100, Sri Lanka wishes to enter into a Contract of Affreightment in pursuance to the Clause 23 of the Instructions to the Bidders in your Invitation for Bids No. CSC/2022/T/Coal/F/1dated 2022, with the [Name of the Bidder] and;
- (b) Under the said Tender no. CSC/2022/T/Coal/F/1 the [Name of the Bidder] must provide to you a Performance Security.

At the request of the [Name of the Bidder], we [Name of the Bank] hereby unconditionally and irrevocably undertake as primary obligator and not as surety merely to pay you, the Beneficiary, any sum or sums not exceeding in total the amount of United Sates Dollars (say: United Sates Dollars), the "guaranteed amount," 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 [Name of the Bidder] 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 there under or of any of the document which may be made between you and the [Name of the Bidder] shall in any way release us from any liability under this guarantee, and we hereby waive notice or any such change, addition or modification.

Your 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)*..... 2022 (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 5: Specimen form of Price Offer

(Applicable at the 2nd stage)

Please refer Appendix 1, **Calling Price Proposals for the Procurement of Sea Transportation of Coal to the Lakvijaya Power Plant**

Annex 6: Form of EOI Securing Declaration

[If required, the Bidder shall fill in this form in accordance with the instructions indicated in brackets: * delete as appropriate]

Name of contract ----- [insert name by PE]

Contract Identification No: -----[insert number by PE]

Invitation for Bid No.: ----- [insert number by PE]

To: ----- [insert the name of the Employer preferably PE to fill before issuing the bidding document]

I/We*, the undersigned, declare that:

1. I/We* understand that, according to instructions to bidders (hereinafter “the ITB”), bids must be supported by a bid-securing declaration;

2. I/We* accept that we shall be suspended from being eligible for contract award in any contract where bids have being invited by any of the Procuring Entity as defined in the Procurement Guidelines published by National Procurement Agency of Sri Lanka, for the period of time of three years starting on the latest date set for closing of bids of this bid, if I/We:

- (a) withdraw our Bid during the period of bid validity specified; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or
- (c) having been notified of the acceptance of our Bid by you, during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.

3. I/We* understand if we are not the successful bidder, this bid securing declaration shall expire upon the earlier of (i) the successful bidder furnishing the performance security; or (ii) twenty-eight days after the expiration of the validity of the bid.

Signed [insert signature(s) of authorized representative]

In the Capacity of [insert title]

Name [insert printed or typed name]

Dated on [insert day] day of [insert month], [insert year]

Section 6: Contract Affreightment between CSC and Shipping Partner

Partnering with CSC in Sea Transportation of Coal to the Lakvijaya Power Plant- 2022/2023

Bid No.: CSC/2022/T/Coal/F/1

This Agreement is made and entered into on this 2017 by and between Ceylon Shipping Corporation Limited., duly registered under the Companies Act No. 7 of 2007 of Sri Lanka bearing 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

"Insert name of the selected Bidder", duly registered under the laws of (hereinafter referred to as 'Shipping Partner ') and having registered office at the other part;

together the "Parties."

And whereas, CSC intends to enter into a back to back Agreement in pursuance to the decision of the Cabinet of Ministers of Sri Lanka, for the Ocean Transportation of coal ('said cargo') on FOBT terms to the anchorage of the port of Puttalam, Sri Lanka and Lightering of the said cargo to the Jetty of the Puttalam Power Plant (namely Lakvijaya) with Lanka Coal Company (Pvt) Private Limited, duly registered under the Companies Act No. 7 of 2007 of Sri Lanka, bearing Registration No. PV62636 and having its registered office at No. 51/3, Dutugemunu Street, Dehiwala, Sri Lanka (hereinafter referred to as 'LCC');

And whereas, CSC in pursuance to, and by virtue of the aforesaid Agreement between CSC and LCC, CSC and Shipping Partner enter into an Agreement with Shipping Partner with legal intentions for the Ocean Transportation of the said cargo for the sea leg from the loading port to the anchorage of the port of Puttalam, Sri Lanka;

And whereas, the Parties agree that any future material changes to the said Agreement between LCC and CSC would be reflected and part and parcel of this Agreement and would automatically entails amendments, additions and deletions incorporating any such material changes;

And whereas, the Parties agree that this Agreement replaces and supersedes any prior agreements, understandings, communications and representations whether verbal or written on the subject matter referred to in this agreement;

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 shipping Partner to commence shipping operations or the CSC to obtain the shipping operation from shipping Partner pursuant to this Agreement shall become effective on the date when the shipping partner has established the Performance Security 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 Affreightment between CSC and Shipping Partner and the Addendums hereto.
- (b) Performance Security for this contract
- (c) The Letter of Award dated dd mm 2022 and its acknowledgement dated dd mm 2022
- (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, if any
- (f) Condition of Contract of Affreightment
- (g) Contract Data Sheet (CDS)
- (h) Employer's Requirements
- (f) 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 Quantity

The volume to be decided considering the requirements of the end user CEB.

5 Sea Transportation of Coal

5.1 Period of the Contract

The periods of this contract shall be from mid-September 2022 to mid-May 2022.

5.2 Base Freight rate

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

5.3 Address Commission Payable by Shipping partner to CSC

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

IN WITNESS WHEREOF the Ceylon Shipping Corporation Ltd. and the Shipping Partner have set their respective hands hereto and to one another of the same tenor and date hereof at Colombo and respectively, on this

For and on behalf of the
Ceylon Shipping Corporation Ltd.,
Authorized Signatory

For and on behalf of the
Shipping Partner
Authorized Signatory

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

Witness:

Witness:

Section 7: Condition of Contract of Affreightment (COC)

1. Definitions

- 1.1. "Coal" shall mean the thermal coal/sub-bituminous steam coal.
- 1.2. "MT(s)", "tonne" shall mean Metric Ton(s) of 1,000 kilo grams.
- 1.3. "US\$" or "USD" shall refer to the lawful currency of the United States of America.
- 1.4. "Season" shall mean the period from mid-September to end-April in each Contract Year, subject to adjustment on mutual agreement.
- 1.5. A fraction of a cent in any calculation shall be rounded up to a cent if such fraction is one half of a cent or more, and shall be rounded down if otherwise.
- 1.6. A fraction of a ton in any calculation shall be rounded up to a ton if such fraction is one half of a ton or more, and shall be rounded down if otherwise.
- 1.7. "Working day" shall mean a day (other than Saturday, Sunday or public holidays) on which banks are open for business in Sri Lanka and the country of loading.
- 1.8. "International Independent Surveyor" shall mean independent inspection agency at load port or at discharge port, to be mutually agreed by Parties.
- 1.9. "NOR" shall mean Notice of Readiness.
- 1.10. "Mother vessel or Vessel" shall mean single deck, ocean going bulk carriers rated Lloyd's 100a or equivalent, fitted with cranes and grabs, suitable to enter and leave the loading/discharging ports, nominated by Shipping Partner.
- 1.11. "FOBT" shall mean free on board and trimmed.
- 1.12. "Jetty" shall mean the Jetty of the Lakvijaya Power Station at Puttalam, Sri Lanka.

2. Ports of Loading and Discharging and Shipping Terms

- 2.1. Port of Loading on mother vessels: One safe berth/anchorage in one or more countries listed below, always afloat and always accessible.
.....
.....
.....
- 2.2. Port of Discharge from mother vessels: One safe anchorage in port of Puttalam, Sri Lanka, around the anchorage location of approximately 08° 00' N, 079° 40' E always afloat and always accessible.
- 2.3. Sale Terms: FOB, Trimmed (FOBT)
- 2.4. Shipping terms: Free in, Stowed, Trimmed/Free out (FIOST)
- 2.5. Shipper shall arrange for Coal to be loaded into the vessel, stowed and trimmed to the Master's satisfaction in respect of sea-worthiness, being free of risk, expense and responsibility to the Vessel and Shipping Partner.

3. Period of the Contract, Quantity and Laycan Schedule

The period of this Agreement shall be for two (02) Seasons commencing from mid-September 2021 until mid-May 2023.

Quantity of coal to be transported under this Agreement shall be as specified in the Contract Data Sheet (CDS) per Season.

CSC shall, provide Shipping Partner a Provisional laycan Schedule for load ports specifying the quantities as specified in CDS to be shipped in a Season. Shipping Partner shall confirm such Provisional laycan Schedule within 05 working days. The laycan schedules shall be adjusted on mutual agreement depending on the requirements of LCC and the end-user Ceylon Electricity Board.

4. Schedule of Arrivals at Load Port

By not later than 15 days prior to the first day of each month Shipping Partner and CSC will mutually agree on the final laycan for that month. Shipping Partner shall make bestendeavors to maintain a gap of at least 03days at the load port in order to ensure a gap in arrival of ships in the port of Puttalam with a view to avoiding bunching of vessels at the discharge port, always provided shippers cooperate in this respect in laycan nominations. For maintaining such a gap between arrivals of vessels at Puttalam, Shipping Partner shall increase or decrease the speed of the vessels as and when advised by CSC, within the safe limits of the ships.

All the vessels shall be discharged at the discharge port strictly on "first come first served" basis. Any exception to the change of discharging sequence shall be allowed only with the written consent of the Receivers of the cargo and subject to mutual agreement.

5. Schedule of Arrivals at Port of Puttalam

Turn Time at discharge port to be 12 hours unless sooner commenced (USC) in which case actual time used to count (ATUTC) proportionate to the number of cranes worked. For illustration basis, if receiver can allocate only 1 crane / gang then time used will be 25 percent (basis 4 cranes) up to the 12 hours only and same does not apply anywhere else in the CoA.

6. Vessel Nominations & ETA Notices at Load Port to be given by Shipping Partner to the CSC/Shipper

Shipping Partner shall nominate vessels with full details, demurrage and dispatch rate and copies of all valid trading certificates, estimated intake of cargo and the expected time of arrival (ETA) at the respective load port to CSC 15 days before the first day of each laycan mentioned in the final laycan for the month under Clause 4.

For shipments from Richards Bay Coal Terminal, South Africa (RBCT), Nominations and Substitution shall be as per the prevailing Guidelines of the RBCT.

In case CSC/shipper decides to reject the nomination, CSC shall inform Shipping Partner of the rejection of the nominated vessel within 01 working day after the receipt of the nomination. Within 01 working day after the receipt of the rejection intimation from CSC, Shipping Partner shall nominate another suitable vessel within 01 working day. CSC shall confirm acceptance of the vessel by CSC/shipper within one (01) working day after receipt of such notice from Shipping Partner.

Not later than Seven (07) days before the estimated time of arrival at the port of loading, Master of the nominated performing vessel shall give written notice by telefax or email to the ship's agent of the matters stated below to be informed to the CSC/shipper/shipper's agent/stevedores:

- (a) The name and the particulars of the vessel;
- (b) Estimated time of arrival ("ETA") of said vessel at the port of loading; and
- (c) The intake of coal that could be loaded, the Stowage Plan and the Loading Sequence, with +/- 10% tolerance at Master's option.
- (d) Shipping Partner shall ensure that the cranes and grabs of the vessels nominated are in good working condition by checking the performance of the cranes and grabs in the last 03 voyages to the best of their ability and normal wear and tear excepted.

Thereafter, the Shipping Partner shall ensure that the Master of each relevant vessel shall provide not less than seven (7) and three (3) days' notice, and not less than twenty four (24), eight (8), three (3) and one (1) hours' notice, of that vessel's estimated time of arrival at the Load Port.

7. NOR and the Laytime at the Port of Loading

For shipments from RBCT, South Africa Loading; Notice of Readiness and the Laytime calculations shall be as per the prevailing Guidelines of the RBCT, South Africa.

In case any other load port then the applicable rules and regulations of that load port shall apply.

Master of the vessel shall tender Notice of Readiness (NOR) to load at any time day or night Saturday, Sunday, holidays including, by telefax/email, after safely anchoring at the designated transshipment anchorage, and is in all respects ready to load the cargo, whether in free pratique or not, whether cleared at customs or not, whether in berth or not, whether in port or not to the agent/shipper.

If the master tenders NOR outside the port limits, the time of shifting from such out port anchorage to the waiting/loading anchorage in the port or direct to the berth shall not count as laytime or time on demurrage.

The time used in shifting from the place of waiting, whether out of port limits or within port limits to the loading anchorage/berth shall not count as laytime or time on demurrage.

Lay time shall commence twelve (12) consecutive hours after NOR is tendered by the Master. However, if loading commences before the expiry of such 12-hour period, laytime shall commence to run upon commencement of loading.

If, after inspection, the vessel is found not to be ready in all respects to load, time lost after the discovery thereof until the vessel is again ready to load shall not count as laytime.

For NOR purposes, if a vessel tenders NOR without having ISPS clearance, then the NOR is to be re-tendered once ISPS clearance is received.

Shipping Partner shall ensure that the vessels shall be scheduled and arriving in accordance with the Final laycan Schedule stated in Clause 3 above.

Lay time or time on demurrage shall cease to count after cargo loading is completed. Time taken for the initial and final draft surveys shall not count as laytime or time on demurrage.

In case the vessel loads alongside a berth at a coal loading terminal, the time taken from anchor aweigh, whichever is earlier, until the vessel is all fast alongside, and ready in all respects to load including hatches passed, customs clearance and free pratique, if applicable, shall not count as laytime or time on demurrage.

Time required for loading of Vessel's bunkers and lubricants shall not be included in the laytime or time on demurrage except to the extent that the loading of the Coal is carried out concurrently.

Duration of breakdown of ship's cranes during loading operation shall not be counted as laytime. The time of breakdown of ship's cranes shall be calculated on a pro rata basis in accordance with the number of Vessel's cranes in breakdown to the total number of Vessel's cranes.

In case loading of the ship takes place alongside a berth at a coal loading terminal, rules and regulations mandatorily applicable at the port/terminal shall prevail.

It is clearly understood that any breakdown of loading vessels' crane(s) will have no reference to laytime of any other vessel at the anchorage loading or waiting to load.

8. ETA Notices at Port of Puttalam to be given by Shipping Partner to CSC

Master shall provide CSC not less than seven (7) and three (3) days' notice, and not less than twenty four (24), eight (8), three (3) and one (1) hours' notice, of that vessel's estimated time of arrival at the discharge port by telefax or email. Accordingly, CSC shall make arrangements to discharge cargo at the port of Puttalam using the barges.

9. Notice of Readiness (NOR) and the Laytime at the Port of Puttalam

Master of the vessel shall tender Notice of Readiness (NOR) any time day and night Saturday, Sunday, holidays including, by telefax/email, after safely anchoring at the designated transshipment anchorage, whether in free pratique or not, whether cleared at Customs or not, whether in berth or not, whether in port or not to CSC.

If the vessel is ordered to wait outside the limits of the port of Discharge (eg. at the anchorage at Port of Colombo), Master shall tender NOR after anchoring at such out port limits; and the laytime shall count after the Turn Time of 12 hours. If the master tenders NOR outside the port limits as aforesaid, the time taken from anchor aweigh at such out port anchorage until the time of anchoring at the designated discharging anchorage at Puttalam port shall not count as laytime or time on demurrage.

Laytime shall commence twelve (12) consecutive hours after NOR is accepted by CSC, subject to provisions in the Clause 5. However, if unloading commences before the expiry of such 12-hour period, laytime shall commence to run upon commencement of unloading.

If discharging of a vessel commences during the Turn Time with 01 or 02 or 03 gangs, time shall count only proportionately (25% or 50% or 75%) up to expiry of 12 hour Turn Time only.

For NOR purposes, if a vessel tenders NOR without having ISPS clearance or in case free pratique is not granted, then the NOR is to be re-tendered once ISPS clearance is received or free pratique is granted. Time required for loading of Vessel's bunkers and lubricants at the discharging anchorage shall not count as laytime or time on demurrage except to the extent that the discharging of the Coal is carried out concurrently.

Duration of breakdown of ship's cranes during discharging operation shall not be counted as laytime. The time of breakdown of ship's cranes shall be calculated on a pro rata basis in accordance with the number of Vessel's cranes in breakdown to the total number of Vessel's cranes.

Lay time or time on demurrage shall cease to count after discharging of cargo at the anchorage is completed. Time taken for the initial and final draft surveys shall not count as laytime or time on demurrage.

It is clearly understood that any breakdown of discharging vessels' crane(s) will have no reference to laytime of any other vessel at the anchorage discharging or waiting to discharge.

Weather delays recorded in the SOF of the vessel under discharging shall be deducted from the laytimes of the vessels waiting for discharging, unless already on demurrage.

10. Base Freight Rates:

The base FIOST freight rates from the respective ports of loading to port of Puttalam anchorage shall be as follows;

Port of Loading	Freight Rate USD Per MT

11. Address Commission to CSC Payable by Shipping Partner

Address Commissions payable to CSC by Shipping Partner shall be as follows;

- 11.1. On base Freight Charges:
USD per MT deductible by CSC on payment of freight at source on each shipment.
- 11.2. On Demurrage/Detention Charges and Positive Bunker Adjustments. Five per cent (5.0 %) on each payment deductible by CSC at source.

13. Payment Terms of Bunker Adjusted Freight Charges

The freight charges adjusted for bunker cost less Address Commission on base freight per Clause 11 shall be paid by CSC to Shipping Partner by Telegraphic Transfer before breaking bulk at the discharge port, whilst Bill of Lading shall be released to the shipper by Shipping Partner /agent, marked as "freight payable as per the charter party." In case the freight payment is not received by Shipping Partner before commencement of discharge, the vessel will wait on CSC account.

14. Taxes, Dues and Port Charges at Load Port

The taxes, dues, port charges, Customs overtime payments etc. levied on the vessel or the freight at the load port, if any, shall be for the Shipping Partner's account. The taxes/dues on the Cargo at the load port, if any, shall be for the shipper's account.

15. Port Charges, Dues and Statutory Levies in Port of Puttalam

All Port charges and dues as per the prevailing Tariff rates of Sri Lanka Port Authority and the Customs Overtime Payments at the prevailing rates as per the Customs Ordinance of Sri Lanka applicable for the port of Puttalam, shall be on account of Shipping Partner.

Owners shall appoint CSC as the charterer’s nominated agent at the discharge port and owners to pay an agency fee of USD 4,500 per vessel / per port call plus transport and communication charges at USD 500. Owner’s shall have the option to appoint Owner’s protective agents at their discretion.

16. Weight Determination at the Port of Loading

The weight of each shipment of Coal shall be determined at the Port of Loading. The draft survey for weight determination shall be carried out by an Independent Marine Surveyor appointed by LCC and shall be binding on all Parties. The Independent Marine Surveyor shall also inspect all holds of the vessels at the port of loading to ensure that they have been thoroughly cleaned and are suitable for carrying that shipment of Coal, and shall issue a hold cleaning inspection certificate to that effect. In case the survey found that the holds are unclean and not suitable for loading coal, laytime shall not count until the holds are cleaned and the Independent Marine Surveyor inspect the holds again and issues the hold cleanliness certificate.

The cost of weight determination and the first hold inspection survey at the load port shall be for the shipper's account.

17. Draft Survey at the Port of Puttalam

In the port of Puttalam, at the transshipment anchorage, two draft surveys for weight determination of cargo for Customs clearance purposes shall be arranged by LCC at LCC's cost on arrival of the vessel and after completion of discharging of vessel, respectively.

It is agreed between CSC and Shipping Partner that there could be a variation of quantity of cargo between B/L quantity (derived from the draft survey to be conducted at load port) and the discharged quantity at the Jetty, up to 0.5%.

18. Load and Discharge Rates

18.1 Load Rates

Load rates at the respective load ports per weather working day of twenty four (24) consecutive hours, Saturdays, Sundays, and holidays included, except on major holidays shall be as follows:

	Port of loading	Load rate MT (pwwdshinc)
1	Richards Bay Coal Terminal, South Africa	As per the prevailing Guidelines of the RBCT As per the Shipping Regulations accepted by the RBCT Operations Committee on November 24, 2020 and approved by the Board o Directors on November 26, 2020 as attached.
2		
3		
4		
5		

18.2. Discharge rate at Puttalam port anchorage

10,000 MT Tons per weather working day of twenty four (24) consecutive hours, Saturdays, Sundays, and holidays included, except on major Sri Lankan holidays.

Accordingly, CSC shall arrange to unload barges at the Jetty per weather working day of 24 consecutive hours, Saturdays, Sundays, and holidays included, except on major Sri Lankan holidays.

Major Holidays in Sri Lanka

01 (One) day for National Day

04th February

01 (One) day for Holy Prophet's Birth Day

to be declared each year

01 (One) day for Sinhala/Tamil New Year

to be declared each year in April

01 (One) day for May Day	01st May
01 (One) day for Vesak Full moon Day	to be declared each year in May
01 (One) day for Christmas	25th December

If the loading or discharging is carried out during aforesaid holidays, only the actual working time shall count as laytime.

For all other ports, major holidays shall be as per the BIMCO Holidays Handbook.

19. Shipments from Russianports of Vanino and Vostochny

19.1. There are restrictions on the loaded draft of the vessels at the Berth No. PPK1 of the port of Vostochny, Russia. Therefore, following terms and conditions shall apply for shipments from port of Vostochny.

- a). If the vessel nominated by the Buyer and accepted by the Seller cannot be fully loaded at the Berth No. PPK1 due to draft restrictions, the Seller shall arrange to top-up the vessel at the Berth No. PPK3 of the port of Vostochny at Seller's cost and time.
- b). In such an event, the vessel will either wait at PPK1 berth or at the inner anchorage at Vostochny port. Shifting costs from PPK1 to PPK3 and the berth hire / anchorage charges (as applicable) from the time of completion of loading at PPK1 until the time of recommencement of loading at PPK3 shall be for Seller's account in addition to the cost of shifting.
- c). Laytime or time on demurrage shall count continuously until completion of loading at the berth No. PPK3 including any shifting times.
- d). In the event Seller does not ship the full quantity / intake of the performing ship declared by the master of the performing ship as per his Pre-Stowage Plan, Seller shall pay dead freight to the Buyer for the shortfall of the loaded quantity from the quantity declared in the final Pre-stowage Plan of the Master.

19.2. Berthing Restrictions

Vanino	Vostochny, Terminal no. PPK1	Vostochny, Terminalno.PPK3
LOA 300m, up to 17m sw draft, 48m beam and 170,000 MT dwt limit	<p>Berth #13 berth actual length — 210 m LOA — no limit (in case of berthing to two berths 13+14) beam — 32.5 m draft —12.20 m air draft limit — 14 m</p> <p>Berth #14 berth actual length — 210 m LOA— no limit (in case of berthing to two berths 13+14) beam —32.5 m draft —12.20 m air draft limit— 17 m</p>	No restrictions for Panamax size vessels

19 A Loading and Discharging Operations

Shipping Partner shall be solely responsible for the ocean transportation of the Coal and shall arrange for single deck geared bulk carriers suitable to enter and leave the nominated anchorages of the ports of loading and discharging, with following or better specifications.

- a) Single deck dry-bulkers suitable for the carriage of thermal coal
- b) Age: less than 15 years
- c) Vessel Size: 60,000 to 68,000 MT DWT
- d) Cranes: 04 Electro-hydraulic cranes with minimum SWL of 30 MT
- e) Grab capacity: minimum 10CBM
- f) Parcel Size: 60,000 MT +/- 10 % at buyer's option

Shipping Partner shall ensure that each Vessel designated for the carriage of the Coal will;

- 19.A.1 Provide free use of /cranes and related electricity power required by the shipper during loading, trimming and stowage of the Coal on board such Vessel and in discharging at discharge port; and
- 19.A.2 Have lighting facilities and crew available during the loading and discharging operations. However, loading, stowing and trimming shall be done by the stevedores appointed by the shipper at the load port at their cost and time.
- 19.A.3 Any machinery (pay loaders) if required for trimming shall be supplied and paid for by the shipper.
- 19.A.4 Basic facilities on board for the agent and stevedores at the load port and discharge port and for the CSC agent/representative at Port of Puttalam.

20. Demurrage and Dispatch

Shipping Partner shall declare the demurrage rate for each vessel at the time of nomination of ship as stated in Clause 6.

- 20.1. Demurrage Rate: The Demurrage Rate to be declared by the Seller for each vessel / shipment at the time of nomination of the vessel shall be on a par with the market levels.
- 20.2. In case of a dispute, Demurrage Rate shall be justifiable by the Seller to the Buyer based on the Average Trip Charter Rate per day for Supramax / Panamax vessels, as reported in the Shipping Intelligence Weekly Reports published by the Clarkson Research Services Limited, as the Index for charter market and Platts Monthly Bunkerwire as the Index for bunker prices. Both indices shall be for the preceding month to the month, which includes the first date of each laycan.
- 20.3. Vessel demurrage, at the rate mentioned in Clause 20.1 above, attributable to delays in loading or unloading shall be as per the laytime calculations prepared as per the Statement of Facts and should be agreed/accepted by the all parties before payment.
- 20.4. In the event that the loading or unloading of a shipment of coal is completed before the expiry of the laytime allowed, Shipping Partner shall pay to CSC dispatch money at 50% of the demurrage rate for all laytime saved as per the laytime calculations.
- 20.5. If loading or unloading of vessels at the anchorage or unloading of barges at the Jetty of the Lakvijaya Power Station is interrupted due to bad weather (including typhoon, strong wind, raining, high wave etc.) any time lost shall not counted as laytime.

- 20.6. However, in case unloading of vessels at the anchorage is interrupted due to operational reasons related to barges, machinery breakdown of the Jetty of the Lakvijaya Power Station etc., any time lost will count as laytime and the same will be to CSC's account.
- 20.7. Statement of Facts shall be prepared by the vessel agent and shall be signed by the Master of the vessel, supervisor of stevedores, shipper's agent / representative on board, as applicable.
- 20.8. All claims on demurrage/detention less Address Commission payable to CSC as stated in Clause 11 shall be settled and paid within Thirty (30) days after the completion of loading or discharging as applicable.

21. Overtime

The expenses required for overtime work shall be borne by the Party who has requested the same. If overtime work is ordered by the port authorities, the expenses therefore shall be borne by shipper; provided, however, the expenses for overtime of the officers and crew of the vessel shall always be borne by Shipping Partner.

22. Costs of Delivery

Shipper shall bear all of the costs and expenses of and relating to the loading of the Coal on the vessel, wharfage, export and other taxes, imposts and other charges imposed by any government or its agencies, as well as other similar costs which are normally considered to be for Shipper's account. Shipping Partner shall bear the shipping agency, berthage, pilotage, tugboat and line handling fees, port charges and other similar costs which normally are considered to be for the vessel's account.

23. Stevedore Damages

CSC shall not be responsible for any stevedore damage under this Agreement. Such damages, if any (beyond ordinary wear and tear), shall be settled between Shipping Partner and stevedores directly. However, should the Shipping Partner fail to receive prompt settlement of stevedore claims from the stevedores, the Shipping Partner can request the CSC's assistance for the earlier settlement of all stevedore claims that may exist between the Shipping Partner and the stevedores for all proven damages. The Master shall inform stevedores, agents and Shipping Partner as soon as the damage is sustained during loading/discharging, failing which stevedores shall not be responsible. The Masters shall endeavor to obtain stevedores' written acknowledgement of liability. Owners or Master shall give written notice to stevedores of damage claimed before the vessel sail from the loading port or discharging port.

Any time lost due to waiting for surveyors of the owners/Shipping Partner shall not be on CSC account.

24. Bill of Lading (B/L)

Shipping Partner shall issue the Bill of Lading in the BIMCO format CONGENBILL Edition 1994 to the shipper or their agent. Master of the vessel shall allow discharging of coal at the port of Puttalam without production of original Bill of Lading against a Letter of Indemnity signed by CSC as per standard Protection & Indemnity Club format without any bank endorsement.

25. Other Terms & Conditions

- 25.1 Daily loading and discharging reports at the load port and the discharge port respectively shall be emailed by Shipping Partner to CSC.

- 25.2 Shipping Partner shall bear all insurance costs of the vessels including any extra insurance premium on cargo and freight owing to vessel's age (maximum 15 years), Class, country where built, flag, ownership, or any other reason. The performing vessels shall have a comprehensive Protection and Indemnity (P&I) insurance covering marine pollution, third-party liabilities, wreck removal and port property damages etc. Any vessel nomination without such comprehensive and valid P&I insurance cover and all valid trading certificates shall not be acceptable to CSC.
- 25.3 The vessels to be deployed by Shipping Partner shall be tight, staunch, strong and in every way fitted for the voyage, and shall be geared (with hydraulic grab bucket or superior type) single-deck and of suitable size. Oil/bulk/ore combined carrier is not acceptable. In case the vessel has any problem incurred due to vessel's equipment failures, it shall be the responsibility of Shipping Partner for the time/expenses required to settle such problem.
- 25.4. If any additional war risk insurance surcharge on vessels becomes applicable at either one or both ends, same shall be on CSC's account.
- 25.5. If a vessel is being loaded/unloaded during a time of precipitation, Master shall ensure to close hatch covers of all cargo holds.
- 25.6. As soon as possible after the completion of loading of the vessels, Shipping Partner shall inform CSC by telefax/email the tonnage of coal loaded, time of completion of loading, departure time from the port of loading and estimated time of arrival ("ETA") at the point of transshipment in discharge port.
- 25.7. Shipping Partner shall ensure complying with Sri Lanka Ports Authority's regulations, to have the vessel vacated from the discharging anchorage at the port of Puttalam promptly after completion of the discharging without delay.
- 25.8. Shipping Partner shall ensure that the performing vessel shall comply with all applicable laws and regulations whether promulgated by governmental authorities or by authorized private organization(s) at the loading and discharging ports. If Shipping Partner fails to do that, Shipping Partner shall be liable for all losses, expenses and responsibilities thus incurred and shall indemnify and defend CSC, its agents, officers and employees against, and shall hold them free and harmless from, any and all losses, expenses, liabilities and claims of any kind and character arising from the failure on the part of the vessel, her Master and crew to comply with any such laws and regulations. Acceptance of nomination of a vessel by CSC shall in no way relieve the Shipping Partner of responsibility for failing to comply with the requirements stipulated in this Clause.

Shipping Partner shall ensure that the Master / vessel shall comply with all the Regulations of the International Maritime Organization (IMO) as well as local Regulations of the Port State Control (Director General of Merchant Shipping), Sri Lanka Ports Authority (SLPA), Marine Environment Protection Authority of Sri Lanka (MEPA), Sri Lanka Navy (SLN), Sri Lanka Customs (SLC) etc.

Shipping Partner shall ensure that the vessels to be deployed under this COA, irrespective of whether vessels are owned or chartered by Shipping Partner, shall fully comply with the 'International Convention for the Prevention of Pollution from Ships' (MARPOL) of the International Maritime Organization (IMO), up to the Annex VI or the latest in force during the tenure of this COA. CSC shall not be responsible for any non-compliance by the ships to be

deployed by Shipping Partner under this COA, in whatsoever form at load port or discharge port or during the sea passages.

26. Conditions Precedent

The obligations of Shipping Partner to commence the performance under this Contract of Affreightment or the CSC to obtain the services from Shipping Partner pursuant to this Contract of Affreightment shall become effective on the date when the Shipping Partner has established the Performance Security within 03 working days of receipt of the Letter of Acceptance.

27. Performance Security

Shipping Partner shall issue a Performance Security for an amount of USD as specified in the Bid Data Sheet. The Performance Security shall be in the form of a Bank Guarantee as per the format attached as Annexure in the Instructions to the Bidders in the Bidding Documents, issued by a bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, .

28. 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.

29. 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 Shipping Partner the contact information is:

With Respect to the CSC the contact information is:

Ceylon Shipping Corporation Ltd.

No. 27, MICH Building
Sir RazikFareedMawatha (formerly Bristol Street)
Colombo 00100
Sri Lanka
Phone:+94 11
Fax: + 94 11

Email.....

30. Cargo Claims

It is agreed between CSC and Shipping Partner that variation of quantity of cargo between B/L quantities (derived from the draft survey to be conducted at load port) and the delivery quantity at the Jetty of LVPS up to 0.5% shall be accepted as normal handling losses. All other claim (if any) shall be handled in accordance with the relevant Club rules.

31. Training Opportunities for Sri Lankan Cadets

Shipping Partner shall provide ... number of sea training opportunities for Sri Lankan merchant shipping Cadets, onboard the vessels owned or managed or bareboat chartered by Shipping Partner during the period of the Contract. The offered number of training billets shall be provided at any given time right throughout the contract period and until the successful completion of the respective Seaman Employment Agreements, which may be still in force even at the time of expiry of COA.

Training program will be submitted for CSC accordingly. A separate Crew Agency Agreement will be signed between CSC and Shipping Partner. Seaman Employment Agreements shall be signed between Shipping Partner and the Cadets nominated by CSC.

32. 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.

33. 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.

34. Termination

This Agreement shall be in force with effect from2021 up to ...2023 or until completion of discharging of the last vessel under the Agreement.

- (a) Either party may terminate this contract immediately by written notice to the other party if:
- (i) one party breaches this contract in a material respect; or
 - (ii) a receiver, manager, administrator, trustee or similar official is appointed over all or substantially all of the other party's assets or undertakings, an application (not being withdrawn or dismissed within 21 days) or order is made for the winding up or dissolution of the other party, or a resolution is passed by the other party or any steps are taken by the other party to pass a resolution for the winding up or dissolution of the other party,

except for the purpose of amalgamation or reconstruction which has the party's prior written consent (such consent not to be unreasonably withheld).

- (b) Parties further agree that this agreement shall terminate in the event of any directive of the Government of Sri Lanka or an Order or any Decision of a Court of Law or any Arbitration Panel, resulting in CSC becoming incapable of continuing with this Agreement due to the implementation of such Directive or Order or Decision.
- (c) Upon termination under this Clause, each party shall cease to have any rights or obligations under this contract, save for any rights and obligations which have accrued prior to such termination, and termination of this contract shall not relieve any party from liability to the other party for any breach of this contract occurring before termination. The rights and remedies available under Clause are without prejudice to any other rights and remedies at law, in equity or otherwise.

35. Entire Agreement

This contract contains the entire agreement between the Parties with respect to the subject matter hereof and all proposals, negotiations, and representations with reference thereto are merged herein.

36. Dispute Resolutions and Arbitration

If a dispute of any kind whatsoever arises between the buyer and the seller, then every effort will be made by the parties to settle such dispute amicably before the commencement of Arbitration.

If amicable settlement has not been reached, then all such disputes arising out of the contract agreement shall be dealt in accordance with the provisions of Arbitration Act No. 11, 1995 of Sri Lanka. The language for the Arbitration shall be English and the place of arbitration shall be Sri Lanka. The following procedure shall be followed:

- (a) Any dispute, controversy or claim arising out of or relating to this Contract, or the breach termination or invalidity thereof ["Dispute"] may be submitted by either Party to arbitration for final settlement. Each of the Parties submits to arbitration under this Clause before a panel of three arbitrators under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as then in force (the "Rules"), as modified by this Clause. The proceedings shall be conducted, and the award shall be rendered, in the English language. The seat and place of arbitration shall be Colombo, Sri Lanka unless any other location is agreed to by the Parties.
- (b) Each Party shall appoint one arbitrator, and the two arbitrators, so appointed shall appoint a third arbitrator. The third arbitrator shall be the chairman of the arbitral tribunal. If either Party fails to appoint an arbitrator or if the two Party-appointed arbitrators fail to agree upon a third arbitrator, then such arbitrator shall be appointed in terms of the Arbitration Act No. 11 of 1995 or such other law that governs Arbitration proceedings as in force in Sri Lanka.
- (c) Any award rendered by a majority of the arbitral tribunal shall be final and binding and judgment thereon may be entered and may be enforced in any court of competent jurisdiction. Any monetary award shall be made in reasonable time and as the arbitral tribunal may consider appropriate. The arbitral tribunal shall be authorized in its discretion to grant pre-award and or post-award interest as the case may be. Any costs, fees, or taxes incidental to enforcing the award shall, to the maximum extent permitted by law, be charged against the Party resisting such enforcement.
- (d) Subject to right of any Party to obtain any appropriate interim relief from any court of competent jurisdiction, an arbitration award under this Clause shall be a condition precedent to the commencement of action, suit, or claim in any court or other judicial forum.
- (e) Except, as expressly provided in this Contract, pending the award in any arbitration proceeding hereunder (i) this Contract and the rights and obligations of the Parties shall remain in full force

and effect and (ii) each of the Parties shall continue to perform their respective obligations, including payment obligations, under this Contract. The termination of this Contract shall not result in the termination of any arbitration proceeding pending at the time of such termination nor otherwise affect the rights and obligations of the Parties under or with respect to such pending arbitration.”

37. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of Sri Lanka.

38. Statutory Inclusion Clauses

BIMCO "Voywar 2013", Clause, Both to Blame Collision Clause, General Average, New Jason Clause, General Paramount Clause and P & I Club's oil bunkering deviation clause with latest amendment thereof to be deemed incorporated in full in this Charter Party.

38.1 VOYWAR 2013

War Risks Clause for Voyage Chartering

- (a) For the purpose of this Clause, the words.
 - (i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
 - (ii) "War Risks" shall include any actual, threatened or reported:
War, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"); acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the government of any state or territory whether recognized or not, which, in the reasonable judgment of the Master and/or the Owners, may be dangerous or may become dangerous to the Vessel, cargo, crew or other persons on board the Vessel.
- (b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgment of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, cargo, crew, or other persons on board the Vessel may be exposed to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
- (c) The Owners shall not be required to continue to load cargo for any voyage, or to sign bills of lading, waybills or other documents evidencing contracts of carriage for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgment of the Master and/or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War

Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfillment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

- (d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgment of the Master and/or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.
- (e)
 - (i) The Owners may effect War Risks insurance in respect of the Vessel and any additional insurances that Owners reasonably require in connection with War Risks and the premiums therefore shall be for their account.
 - (ii) If, pursuant to the Charterers' orders, or in order to fulfill the Owners' obligation under this Charter Party, the Vessel proceeds to or through any area or areas exposed to War Risks, the Charterers shall reimburse to the Owners any additional premiums required by the Owners' insurers. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall further reimburse the Owners for the actual additional premiums paid from completion of discharge until the Vessel leaves such area or areas. The Owners shall leave the area or areas as soon as possible after completion of discharge.
 - (iii) All payments arising under this Sub-clause (e) shall be settled within fifteen (15) days of receipt of Owners' supported invoices.
- (f) The Vessel shall have liberty:
 - (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the government of the nation under whose flag the Vessel sails, or other government to whose laws the Owners are subject, or any other government of any state or territory whether recognized or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;
 - (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
 - (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
 - (iv) to discharge at any alternative port any cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;

- (v) to call at any alternative port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment, detention or similar measures;
- (vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.
- (g) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of Sub-clauses (b) to (f) which are made under any bills of lading, waybills or other documents evidencing contracts of carriage.

When acting in accordance with any of the provisions of Sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfillment of the Contract of Carriage.

38.2 NEW BOTH-TO-BLAME COLLISION CLAUSE

If the liability for any collision in which the vessel is involved while performing this Bill of Lading fails to be determined in accordance with the Laws of the United States of America, the following clause shall apply:-

"If the vessel comes into collision with another ship as the result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship the Owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claims whatsoever of the Owners of the said goods, paid or payable by the other or non-carrying ship or her Owners to the Owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying vessel or carrier."

The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to the colliding ships or objects are at fault in respect to a collision or contact. And the Charterers shall procure that all Bills of Lading issued under this charter-party shall contain the same clause.

38.3 NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, Shippers, Consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may

deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.

38.4 PROTECTION AND INDEMNITY BUNKERING CLAUSE

The vessel in addition to all other liberties shall have liberty as part of the contract voyage and at any stage thereof to proceed to any port or ports whatsoever whether such ports are on or off the direct and/or customary route or routes to the ports of loading or discharge named in this Charter and there take oil bunkers in any quantity in the discretion of owners even to the full capacity of fuel tanks, deep tanks, and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.

Section 8: Contract Data Sheet (CDS)

Item No	COC Clause Reference	Name	Description
1		Name of the Contract	Calling Expression of Interest (EOI) for the Procurement of Sea Transportation of Coal to the Lakvijaya Power Plant- 2021/2022 and 2022/2023
2		Identification number of the contract	CSC/2021/T/Coal/F/1
3		The Employer & the Procurement Entity	Ceylon Shipping Corporation Ltd. (CSC)
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@cscl.lk
5	COC2	Sale Terms	FOB, Trimmed (FOBT)
	COC2	Shipping Terms	Free in, Stowed, Trimmed/Free out (FIOST)
6	COC3	Contract Period:	Two (02) Seasons commencing from mid-September 2021 until mid-May 2023
7	COC3	Quantity of coal to be transported under this Contract	The volume to be decided considering the requirements of the end user CEB to be decided
8	COC5	Turn Time at discharge port	Twelve (12) hours
9	COC7	Laytime shall commence	Twelve (12) consecutive hours after NOR is tendered by the Master
10	COC12	The bunker cost component of the freight	22 % of the base freight rate.
11	COC12	Freight Adjustment Formulae	Not Applicable
12	COC15	Agency fee	USD 4,500/- per vessel / per port call
		Transport and communication charges	USD 500/-
13	COC19	Type of vessels Age Vessel Size Cranes	Single deck dry-bulkers less than 15 years 60,000 to 68,000 MT DWT 04 Electro-hydraulic cranes with minimum SWL of

		Grab capacity Parcel Size	30 MT Minimum 10 CBM 65,000 MT +/- 10 % at buyer's option
14	COC28	Performance Security	USD (United States Dollars) or equivalent in LKR (at the prevailing exchange rate) Coal quantity (MT) x Base Freight rate x 5%
15	COC31	Agreed variation of quantity of Cargo	up to 0.5% shall be accepted as normal handling losses

Appendix1: Specimen Priced bid document