

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

Ministry of Transport, Highways, Ports & Civil Aviation

CEYLON SHIPPING CORPORATION LTD

(Sri Lankan Government Wholly Owned Company)



INSTRUCTIONS TO BIDDERS (ITB)

SURGICAL AND HOSPITALIZATION EXPENSES (SHE)
INSURANCE COVER – 2026

Tender No. CSCL/L&I/SHE/04/11/2025

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

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INSTRUCTIONS TO BIDDERS TO SURGICAL AND HOSPITALIZATION EXPENSES (SHE) INSURANCE COVER FOR CEYLON SHIPPING CORPORATION LTD (CSCL) FOR THE YEAR 2026

1. Introduction

The Ceylon Shipping Corporation Ltd (CSCL) is a fully Government owned Limited Liability Company Registered under the Companies Act No.07 of 2007 of Sri Lanka and having its Registered Office at No.27, M.I.C.H Building, Sir Razik Fareed Mawatha, Colombo 01, Sri Lanka.

The CSCL invites competitive bids from eligible and qualified insurance providers for the provision of comprehensive **Surgical and Hospitalization Expenses Insurance cover(SHE)** for its **permanent & contract employees and their dependents**. The purpose of this bidding document is to outline the scope of the insurance, technical & financial requirements, terms and conditions under which proposals will be evaluated.

2. Scope of the Insurance

CSCL seeks a medical insurance provider to offer the following:

- 2.1 Comprehensive health coverage including hospitalization, outpatient treatment, Ayurvedic treatments, maternity, dental and vision.
- 2.2 A broad network of hospitals and healthcare providers.
- 2.3 Affordable premiums while maintaining high coverage levels.
- 2.4 A simple, efficient claims process with a preference for cashless treatments at network hospitals.

3. Eligibility of the Bidders

- 3.1 Insurance providers should have registered licensed issued by Insurance Regulatory Commission of Sri Lanka (IRC SL).
- 3.2 Insurance providers should have a minimum of ten(10) years of experience providing employee medical insurance for large organizations, especially government or semi government credit ratings.
- 3.3 Insurance providers should have a minimum number of 10 companies including current reference list of clients with similar or above employee numbers.
- 3.4 Insurance providers should have a wide network of hospitals and healthcare providers across Sri Lanka, including major cities.

4. General Information

Employer	Ceylon Shipping Corporation Ltd (CSCL)
Type of Contract	Surgical and Hospitalization Expenses Insurance Cover for Employees
Contract Period	One(01) year (from 01.01.2026 to 31.12.2026)
Scope	Comprehensive medical insurance coverage for CSCL's employees and their dependents (spouse, children, and eligible family members (parents))
Number of Employees	105 (Existing) (Individual -06 & Family -99)
Number of Dependents	250 (Approximately)

5. Bidders Standard Conditions:

- 5.1 Bids given by the Head Office of Service provider only will be considered and Agents/Brokers Bids are not considered for evaluation purpose.
- 5.2 The successful bidder and the conditions cannot be amended or changed within the contract period of one year.
- 5.3 The selected prospective bidder will be required to enter into a formal Service Agreement as per the attached template. **(Annex - I)**
- 5.4 The successful bidder will be notified by registered post.

6. Evaluation Criteria

The bidding proposals will be evaluated based on Insurance Coverage & Benefits Offered, Cost of Premiums & Cost-effectiveness, Network Hospitals and Accessibility, Claims Process and Service Levels, Financial Strength and Certificates & Experiences.

7. Rights

CSCL reserves the right to accept or reject any or all bids without adducing any reason. All decisions made by the Department Procuring Committee are final and binding.

8. Pre-Bid Meeting:

A pre-bid meeting will be held to provide clarifications and address any queries regarding the tender on 11th November, 2025 at 10.30 a.m. at Conference Hall of CSCL. Attendance at this meeting is highly recommended for all bidders.

9. Bidding Instructions

9.1 Submission Deadline

Bids must be submitted on or before **25th November, 2025 at 02,00 p.m.** Late submissions will not be considered.

9.2 Bid Opening

Bids will be opened by Bid Opening Committee in the presence of representatives of the bidding companies on **25th November, 2025 at 02,00 p.m.** at Conference Room of Ceylon Shipping Corporation Ltd .

- ***Representatives of the bidding companies are invited to attend the bid opening.***

9.3 Submission Method

Bids with the duly filled **Form A, B, C, D, E, F & G** must be submitted in a sealed envelope clearly marked "**Bid for Surgical and Hospitalization Expenses Insurance Cover for Employees of CSCL - 2026**" and delivered to the following address by Registered post or hand delivered to the Tender Box (near at main entrance of CSCL) or via e-mail to tenders-general@cscl.lk

Chairman
Department of Procuring Committee
Ceylon Shipping Corporation Limited
No.27, MICH Building,
Sir Razik Fareed Mawatha
Colombo 01.

9.4 Bid Security:

*A bid security equivalent to 1% of the total contract price (total premium) valid for two months from the bid opening date must be provided by a licensed commercial bank operating in Sri Lanka. The security should follow the format in **Form B**.*

9.5 Clarifications

For any clarifications or additional information, bidders may contact:

Mr.Y.T.Praboditha
Deputy Manager
Legal and Insurance Division
Tel - 0112-328772/3 (ext 210)
Mobile - 0710215730
e-mail - dm-lni@cscl.lk

Department of Procuring Committee
Ceylon Shipping Corporation Limited
No.27, MICH Building,
Sir Razik Fareed Mawatha
Colombo 01.

(Only on Service Providers Letterhead)
SURGICAL AND HOSPITALIZATION EXPENSES INSURANCE COVER FOR THE YEAR 2026

FORM – A

Endorsement

To: Department Procurement Committee,
Ceylon Shipping Corporation Limited,
No.27, MICH Building,
Sir Razik Fareed Mawatha,
Colombo 01.

I/We, the undersigned, hereby confirm our full understanding and acceptance of the terms, conditions, and instructions detailed in the referenced Bid. We further commit to providing the services specified therein, in strict accordance with the terms outlined, and at the premium rate indicated in our policy.

Additionally, we acknowledge that the Company reserves the right, at its discretion, to reject any or all bids or to accept any portion of a bid that best serves the Company's interests, without obligation to provide justification. We also understand that the Company is not required to accept the lowest bid.

Name of the Bidder	
Registered Number of the Bidder	
Authorized Signatory of the Bidder	
Name & Title of the Signatory	
Address	
Telephone and Fax Nos	
Date	
Official Seal	

(Only on Service Providers Letterhead)

SURGICAL AND HOSPITALIZATION EXPENSES INSURANCE COVER FOR THE YEAR 2026

To: Department Procurement Committee,
Ceylon Shipping Corporation Limited,
No.27, MICH Building,
Sir Razik Fareed Mawatha,
Colombo 01.

FORM – B

BID SECURITY GUARANTEE

Annexure V of Chapter 05

**Format for Bid Security Guarantee
(Procurement Manual Reference-5.9 [Option-1])**

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- [insert issuing agency's name, and address of issuing branch or office] -----

Beneficiary : -----[insert (by PE) name and address of Employer/Purchaser]

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

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

We have been informed that ----- [insert (by issuing agency) name of the Bidder: if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution/supply [select appropriately] of [insert name of Contract] under Invitation for Bids No. ----- [insert IFB number] ("the IFB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified ; or
- (b) does not accept the correction or errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB ; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire : (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder, or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force upto ----- (insert date)

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

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

(Only on Service Providers Letterhead)
SURGICAL AND HOSPITALIZATION EXPENSES INSURANCE COVER FOR THE YEAR 2026

To: Department Procurement Committee,
Ceylon Shipping Corporation Limited,

FORM – C

General Conditions

01	<i>Maximum Age limit of Dependent</i>	Agreed	Not Agreed	Remarks
	The maximum age limit for children should be 25 years and spouse should be 65 years age should be covered.			
	The maximum age limit for parents of the unmarried employees who are under 72 years of age should be covered.			
02	<i>Reimbursement Time Period</i>	Agreed	Not Agreed	Remarks
	The reimbursement of outdoor /indoor bills should be within one (01) weeks' time.			
03	<i>Reimbursement Limit:</i>	Agreed	Not Agreed	Remarks
	The reimbursement of medical expenses should not be limited to the premium paid.			
04	<i>Limitations</i>	Agreed	Not Agreed	Remarks
	No restrictions on hospital charges and no limitation per event.			
05	<i>Acceptation of Outpatient Care Prescriptions</i>	Agreed	Not Agreed	Remarks
	Accept outpatient cover(OPD) prescriptions issued by Government Hospitals or Registered Private Hospitals enlisted with the service provider under hospital seal without Medical Officer Registration Reference.			
06	<i>Member/ Dependent, Inclusion or Deletion</i>	Agreed	Not Agreed	Remarks
	Inclusion / Deletion : premium will be charged/refunded on pro rata basis			
07	<i>VAT applicability</i>	Agreed	Not Agreed	Remarks
	Describe the VAT applicability in respect of Outpatient Care (OPD) and Inpatient Care (Hospitalization) claims.			
08	<i>Claims Process</i>	Agreed	Not Agreed	Remarks
	Description of the claims process, including documentation required, turnaround time for claim settlements, and whether cashless claims are available.			

09	<i>Service Levels</i>	Agreed	Not Agreed	Remarks
	Information on service level agreements (SLAs), customer service availability, and any digital support services. (e.g., apps for tracking claims, health monitoring tools).			
10	<i>In-house Claim recovery Process</i>	Agreed	Not Agreed	Remarks
	The Service Provider should not involve any third party, should only in-house claim settlement process for the purpose of providing Insurance Cover.			

Put the mark ("√") in appropriate Column (Agreed or Not Agreed)

The Service Provider's Authorized Person

Authorized Signatory :

Designation :

Date :

Company Seal:

(Only on Service Providers Letterhead)
SURGICAL AND HOSPITALIZATION EXPENSES INSURANCE COVER FOR THE YEAR 2026

To: Department Procurement Committee,
Ceylon Shipping Corporation Limited,

FORM – D

Scope of Coverage

01	<i>Hospitalization (Inpatient Care)</i>	Agreed	Not Agreed	Remarks
	Room and Board: Coverage for hospital accommodation, including general wards, private rooms, ETU and ICUs.			
	Surgical Procedures: Coverage for all surgical procedures and related hospital costs.			
	Daycare Procedures: Coverage for medical treatments that minimum requires four (04) hours hospital stay.			
02	<i>Outpatient Care (OPD)</i>	Agreed	Not Agreed	Remarks
	Coverage for general consultations, specialist visits, diagnostics, and prescribed treatments.			
	Coverage for medications prescribed by medical practitioners.			
03	<i>Critical Illness Coverage</i>	Agreed	Not Agreed	Remarks
	Coverage for critical diseases such as follows, Cancer, Heart attack, By- Pass surgery, Stroke, Kidney failure, Paralysis, Fulminant hepatitis, Major organ transplant, Primary pulmonary arterial hypertension, Multiple sclerosis, Blindness, Heart valve surgery, Deafness, Surgery to aorta, Chronic liver disease, Major burns, Chronic lung disease, Coma, Loss of speech, Muscular dystrophy, Motor neurone disease, Aplastic anaemia, Benign brain tumour, Angioplasty and Alzheimer's disease, Medullary Cystic Disease, Systemic Lupus Erythematosus, Major Head Trauma, Terminal Illness, Poliomyelitis, Loss of Independent Existence, Cardiomyopathy, Progressive Scleroderma, Necrotising Fasciitis, Crohn's Disease, Severe Ulcerative Colitis and etc.			
	This Critical Illness cover should include maximum One Million (Rs.1,000,000/-) subject to two employees per year. (Up to Two Million (Rs.2,000,000/-).			
04	<i>Maternity Benefits</i>	Agreed	Not Agreed	Remarks
	Coverage for normal deliveries, cesarean sections, and complications during pregnancy.			
	Coverage for newborns and postnatal care for the mother.			
	During the Pregnancy period treatments both indoor & outdoor cover & Cesarean charges should be paid in full. .			

05	<i>Dental Care</i>	Agreed	Not Agreed	Remarks
	Preventive and basic dental care, including fillings, extractions, crowns, dentures and routine check-ups.			
06	<i>Vision Care</i>	Agreed	Not Agreed	Remarks
	Vision care, including eye examinations, prescription lenses, and frames.			
	Spectacle Reimbursement should covered under Additional cover excluding indoor & outdoor cover limit.			
07	<i>Chronic Illness Coverage</i>	Agreed	Not Agreed	Remarks
	Coverage for chronic diseases such as diabetes, hypertension, asthma, and etc.			
	Long-term treatment coverage for managing chronic conditions.			
08	<i>Contagious Disease Coverage</i>	Agreed	Not Agreed	Remarks
	PCR and Antigen test reimbursement under outdoor treatment cover.			
	Hospitalization covers or inters care expenses cover for contagious disease.			
09	<i>Ayurvedic Treatment</i>	Agreed	Not Agreed	Remarks
	Ayurvedic treatments under both outdoor & indoor cover.			
10	<i>Psychiatric Treatment</i>	Agreed	Not Agreed	Remarks
	Reimbursement of consultancy fees under the outdoor treatment cover.			
11	<i>Vitamins</i>	Agreed	Not Agreed	Remarks
	Reimbursement of Vitamins prescribed in relation only to disease.			
12	<i>Emergency Medical Services</i>	Agreed	Not Agreed	Remarks
	Coverage for accidental injuries and related treatments.			

Put the mark ("√") in appropriate Column (Agreed or Not Agreed)

The Service Provider's Authorized Person

Authorized Signatory :

Designation :

Date :

Company Seal:

(Only on Service Providers Letterhead)
SURGICAL AND HOSPITALIZATION EXPENSES INSURANCE COVER FOR THE YEAR 2026

FORM – E

Proposed Surgical & Hospitalization Expenses Insurance Cover (Sum Insured)

To: Department Procurement Committee,
Ceylon Shipping Corporation Limited,

Options	Indoor limit		Outdoor limit	Additional limit
	Private Hospital	Government Hospital		Spectacles
Option 1	Rs.300,000/-	Rs.5,000/-(per day)	Rs.85,000/-	Rs.20,000/-
Option 2	Rs.350,000/-	Rs.5,000/-(per day)	Rs.90,000/-	Rs.25,000/-
Option 3	Rs.300,000/-	Rs.5,000/-(per day)	Rs.95,000/-	Rs.20,000/-
Option 4	Rs.350,000/-	Rs.5,000/-(per day)	Rs.95,000/-	Rs.25,000/-
Option 5	Rs.350,000/-	Rs.5,000/-(per day)	Rs.100,000/-	Rs.25,000/-

Options	Net Premium (per Unit)		Net Premium Total (without Taxes)	Grand Total Premium (with Taxes/other)
	Individual	Family		
Option 1				
Option 2				
Option 3				
Option 4				
Option 5				

The Service Provider's Authorized Person

Authorized Signatory :

Designation :

Date :

Company Seal:

(Only on Service Providers Letterhead)
SURGICAL AND HOSPITALIZATION EXPENSES INSURANCE COVER FOR THE YEAR 2026

To: Department Procurement Committee,
Ceylon Shipping Corporation Limited,

FORM - F

Authorization & Certification

	Authentication	Attached	Not Attached	Remarks
01	Insurance providers should provide Registered licensed issued by Insurance Regulatory Commission of Sri Lanka (IRC SL).			
02	Should have a minimum of ten(10) years of experience providing employee medical insurance for large organizations, especially government or semi government credit ratings.			
	Current References	Attached	Not Attached	Remarks
01	Should provide a minimum number of 10 companies including current reference list of clients with similar or above employee numbers.			
02	Should have a wide network of hospitals and healthcare providers across Sri Lanka, including major cities.			
03	Should provide a list of test are reimbursed under indoor limit on the recommendation of the doctor without admission to the hospital.			
04	Should provide list of Additional/other benefits			
05	Network Hospitals Should provide list of hospitals, clinics, and medical institutions in the provider's network.			
	Certificates	Attached	Not Attached	Remarks
01	Company Profile			
02	Business Registration Certificate			
03	Latest Form 15 (Annual Returns)			
04	Latest Audited Financial Accounts			
05	Tax Registration Certificate			
06	Relevant any other certifications			

Put the mark ("√") in appropriate Column (Agreed or Not Agreed)

The Service Provider's Authorized Person

Authorized Signatory :

Designation :

Date :

Company Seal:

(Only on Service Providers Letterhead)
SURGICAL AND HOSPITALIZATION EXPENSES INSURANCE COVER FOR THE YEAR 2026

To: Department Procurement Committee,
Ceylon Shipping Corporation Limited,

FORM – G

Financial Criteria

	Financial Criteria			
01	<u>Payment Terms</u> Payment may be done after the signing an agreement with the successful service provider as follows: 40 % from the total contract value will be paid after the letter of award and signing an Agreement within 14 days. 50% will be paid within 60 days from the commencement date of the Policy. 10% balance shall be made within 90 days from the commencement of the policy.	Agreed	Not Agree	Remarks
02	<u>Performance Bond</u> The selected service provider shall furnish the CSCL with a Performance Bond valued 10 % of the total Contract Value. This Performance Bond shall be submitted on or before signing of Service Agreement.			
03	Demonstrate financial stability and capacity to underwrite the proposed policy.			

Put the mark ("√") in appropriate Column (Agreed or Not Agreed)

The Service Provider's Authorized Person

Authorized Signatory :

Designation :

Date :

Company Seal:

**SERVICE AGREEMENT OF SURGICAL AND HOSPITALIZATION
EXPENSES (SHE) INSURANCE COVER FOR COMPANY STAFF
OF CEYLON SHIPPING CORPORATION LTD (CSCL) FOR THE
YEAR 2026**

Between

M/s Ceylon Shipping Corporation Limited

No.27, MICH Building, Sir Razik Fareed Mawatha (Bristol Street) , Colombo-01,

And

M/s [REDACTED] Limited

[REDACTED]

SERVICE AGREEMENT OF SURGICAL AND HOSPITALIZATION EXPENSES (SHE) INSURANCE COVER FOR COMPANY STAFF OF CEYLON SHIPPING CORPORATION LTD (CSCL) FOR THE YEAR 2026

This Service Agreement is effective from 01st day of January, 2026 between **M/s Ceylon Shipping Corporation Limited** a fully Sri Lankan Government owned Company duly incorporated under the provision of the Companies Act No.07 of 2007 bearing Registered No.PB227 and having its registered office at No.27, MICH Building, Sir Razik Fareed Mawatha (Bristol Street) , Colombo-01,(hereinafter referred to as the **“Client”** which term shall where the context so requires and admits mean include the said **Ceylon Shipping Corporation Limited** and its successors and assigns) of the one part.

AND

██████████ a company duly incorporated in Sri Lanka under Companies Act No.07 of 2007 bearing Registered No.██████████ and having its registered office at No.██████████ (hereinafter called the **“Service provider”** which term shall where the context so requires and admits mean include the said ██████████ and its successors and assigns) of the other part.

WHEREAS the Client called for Limited quotations from companies registered under Insurance Regulatory Commission of Sri Lanka (IRCSL) for **“Surgical and Hospitalization Expenses Insurance Cover for Company Staff”**. The Department Procurement Committee(minor) has approved the bid made by the Service provider “██████████” for Surgical and Hospitalization Expenses Insurance Cover for Company Staff of **THE CLIENT** as per their ██████████ decision made on the ██████████.

NOW THIS AGREEMENT WITNESSETH as follows:

- 01.** To this Agreement words and expressions shall have the same meanings to them as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 02.** The following documents attached hereunto shall be deemed to form and be read and construed as part and parcel of this agreement provided however its application and interpretation to be limited to “Surgical and Hospitalization Expenses Insurance Cover for Company Staff” of M/s Ceylon Shipping Corporation Limited at No.27, MICH Building, Sir Razik Fareed Mawatha (Bristol Street), Colombo-01.
 - (a) Quotation Letter dated ██████████ with Form A/B/C/D/E as **Annex- X1**
 - (b) The ██████████ Offer dated ██████████ as **Annex- X2**
 - (c) The Department Procurement Committee Decision dated ██████████ as **Annex- X3**
 - (d) The Letter of Award dated ██████████ as **Annex- X4**
 - (e) The Letter of Acceptance by email - marked as **Annex- X5**
 - (f) Surgical and Insurance Policy (Benefits) schedule marked as **Annex- X6**

(g) Performance Guarantee marked as **Annex- X7**

03. EFFECTIVE PERIOD:

As set out in the offer dated [REDACTED] , [REDACTED] shall agree to provide "Surgical and Hospitalization Expenses Insurance Cover for Company Staff" for a period of one year commencing from 01.01.2026 to **M/s Ceylon Shipping Corporation Limited**. Accordingly, the Service provider has now agreed to limit their offer to Surgical and Hospitalization Expenses Insurance Cover including Critical Illness Cover for Company Staff for a period of one (01) year w.e.f. 01st January 2026 until 31st December 2026.

04. CONTRACT PRICE:

The Agreed Contract Price for "Surgical and Hospitalization Expenses Insurance Cover for Company Staff" of [REDACTED] shall be **LKR** [REDACTED] (Rupees [REDACTED]
[REDACTED]
Only)(without taxes)

Basic/Net Premium	LKR	[REDACTED]
Admin fee	LKR	[REDACTED]
Policy fee	LKR	[REDACTED]
VAT (15%)	LKR	[REDACTED]
Total	LKR	[REDACTED]

No any other extra payment to be made to the service provider other than for the new inclusion and another payment relating to the subsequent change of the scope of cover.

05. PAYMENT TERMS:

Payment may be done after the signing an agreement with the successful service provider as follows:

- 40 % of the total contract value /Total Premium shall be paid within 14 days after the letter of award and signing an Agreement.
- 50% of the Total Contract Value/Total Premium shall be paid within 60 days from the commencement of the Policy.
- 10%** balance shall be made within 90 days from the date of commencement.

If the Service Provider do not pay claims which is covered under the policy and its terms and condition without any reasonable cause, the Client has the right to deduct that claim amount from your payment or performance bond.

06. PERFORMANCE BOND:

As security for the due and punctual performance and fulfillment of the terms and conditions of this agreement by the satisfactory completion of "Surgical and Hospitalization Expenses Insurance Cover for Company Staff". The service provider shall furnish the Client with a **Performance Bond valued 10 % of the total Contract Value** and issued by [REDACTED]
[REDACTED] of Sri Lanka. The said Performance Bond shall be valid for a period of 365 days from the date of signing of this agreement. Provided however the Contactor shall

ensure that the validity of the performance bond is extended up to 28days after successful completion of the service (Job) under this contract.

07. CONDITIONS & STANDARDS:

Conditions and Standards applicable to the bidding/policy documents of “Surgical and Hospitalization Expenses Insurance Cover for Company Staff” of “**M/s Ceylon Shipping Corporation Limited**” shall comply with the Conditions and Standards set out in the Bidding/policy Documents.

08. CLAIMS:

Claims are to be claimed as per the quotation and terms and conditions indicated in bidding documents and **policy**.

09. TERMINATION OF THE CONTRACT

This Contract may be terminated

09.1 At any time by either Party, if the other Party has materially defaulted in carrying out its obligations and/or has materially breached any of the terms and conditions contained under this Contract and if the defaulting Party has failed, neglected and/or refused to take all and/or any necessary steps and/or acts to cure and/or to remedy such default and/or breach within twenty one (21) days following the date upon which the non-defaulting Party/has given a written notice specifying the facts constituting the material default and/or breach; or

09.2 At any time by the Client, upon notice, if the service provider files for or consents to any assignment for the benefit of creditors, files or petition in liquidation, is adjudicated insolvent or take similar actions under laws of any jurisdiction for the general benefit of creditors of an insolvent or financially troubled debtor; or

09.3 by the mutual agreement of both Parties

09.4 The Provisions of Clause 08 of the Agreement, in so far, they are not inconsistent with this clause, shall apply to any termination of this Contract Agreement.

10. EFFECT OF TERMINATION OF THE CONTRACT

The service provider shall refund any monies subject to the cancellation terms of the policy document, which have been paid by the Client if the termination is due to the default of the service provider.

10.1 Nothing herein shall affect the Parties’ other rights and remedies as may be available to the Parties under applicable laws.

11. AMENDMENT

This Agreement shall not be modified or amended except by mutual Agreement in writing concluded between the authorized signatories of both parties to this Agreement.

12. DISPUTE RESOLUTION:

Any misunderstanding/dispute concerning with or arising from the interpretation or implementation of this Agreement shall be settled amicably through mutual negotiations between the parties. If amicable settlement is not reached through negotiations, the same is to be referred for litigation process under local jurisdiction subject to laws of the land.

13. APPLICABLE LAW AND JURISDICTION:

This Agreement shall be governed by and construed in accordance with the Laws in Sri Lanka.

IN WITNESS WHEREOF the authorized representatives of ‘ [REDACTED] the Service Provider and ‘Ceylon Shipping Corporation Ltd’ the Client have set their respective hands hereto and to one another of the same tenor and date hereof at Colombo on this [REDACTED] [REDACTED]

For and on behalf of the
Ceylon Shipping Corporation Ltd.

For and on behalf of the
[REDACTED]

.....
[REDACTED]
Chairman

.....
[REDACTED]
[REDACTED]

Witnesses

1).

Name

Designation

NIC

2).

Name

Designation

NIC