Section I

Invitation for Offers for “Time Chartering” or “Commercial Management” of Mv. Ceylon Breeze & Mv. Ceylon Princess Owned by Ceylon Shipping Corporation Ltd.(IFB) – 2023 / 2024

 Date of Issue: 18th January, 2023

1. **Name of Contract:**

(a) Contract for Time Chartering of Mv. Ceylon Breeze & Mv. Ceylon Princess

or

(b) Contract for Commercial Management of Mv. Ceylon Breeze & Mv. Ceylon Princess

1. **Invitation for Bids (IFB) No. (to be mentioned in the Bids appropriately) :**

CSC/2023-24/T/TC/CB&CP or

CSC/2023-24/T/CM/CB&CP

1. **Bid Data Sheet (BDS)**

| **Item No.** | **Data Sheet for Bidding** |
| --- | --- |
|  | Name of the Procurement Entity | Ceylon Shipping Corporation Ltd. |
|  | Address of the Procurement Entity | Chairman,Ceylon Shipping Corporation Ltd.No. 27, MICH BuildingSir Razik Fareed Mawatha (formerly Bristol Street)Colombo 00100Sri Lanka |
|  | Telephone No. | +94 11 2329903+94 11 2328772/3 |
|  | Telefax. No. | +94 11 2447546 |
|  | Email Address. | chairman@cscl.lk , cscl@cscl.lk |
|  | Last date & time for applying Clarifications |  On 14th February, 2023 until 3.00 pm local time |
|  | Pre- bid Teleconference | 1.00 pm to 3.00 pm local time on 14th February, 2023 on through virtual meeting |
|  | Email address for seeking clarifications | dantha@cscl.lk , +94 71 0215702, saman@cscl.lk+94 71 5656715 |
|  | Place at which Bids will be received and opened  | Ceylon Shipping Corporation Ltd.Conference RoomNo. 27, MICH BuildingSir Razik Fareed Mawatha (formerly Bristol Street)Colombo 00100Sri Lanka  |
|  | Period of receiving / closing of Bids | 10.00 am on 15th February, 2023 to 3.00 pm on 02nd March, 2023(Sri Lanka Standard Time) |
|  | Bid Opening Time | 3.00 pm (Sri Lanka Standard Time) on 02nd March, 2023 |
|  | Bid validity period  | 30days after bids were opened |
|  | Bid Security | USD 1,000/= |
|  | Date of Validity of Bid Security | Up to 15th April, 2023 |
|  | Location of obtaining of Bidding Documents | CSC’s website [www.cscl.lk](http://www.cscl.lk) |
|  | Source Bank for Exchange Rates | Selling rate issued by Central Bank of Sri Lanka |

1. **Introduction**
2. Ceylon Shipping Corporation Ltd. (CSC) is the 100% Government Owned National Sea Carrier of Sri Lanka. CSC owned Ultramax type (around 63,000 DWT) 02 dry-bulk vessels namely, Mv. Ceylon breeze & Mv. Ceylon Princess.
3. The Bids are invited under two Options (1). for “Time Chartering” and (2) for “Commercial Management.”
4. **Invitation**

The Chairman, Standing Cabinet Appointed Procurement Committee (SCAPC) of the Ministry of Ports, Shipping and Aviation of Sri Lanka, on behalf of CSC invites reputed “Charterers” and “Commercial Management Companies” (hereinafter referred to as the “Bidders” also) to submit their bids on optional basis for “Time Chartering” (IFB No. CSC/2023-24/T/TC/CB&CP) or “Commercial Management” (IFB No. CSC/2023-24/T/CM/CB&CP) of one or both ships.

The period shall be maximum two years based on full discretion of CSC subject to National Requirement of Government of Sri Lanka

1. The Sequence of Bid Evaluation under Two Options (“Time Chartering” or “Commercial Management”)

The Bids received under the IFB No. CSC/2023-24/T/TC/CB&CP for “Time Chartering” and IFB No. CSC/2023-24/T/CM/CB&CP for “Commercial Management”, will be evaluated in that order.

1. Submission of Bids

The Bids with the supporting documents addressed as follows shall be submitted by email to password protected email chartcom@cscl.lk between 10.00 am on 15th February, 2023 to 3.00 pm on 02nd March, 2023 (Sri Lanka Standard Time)

Chairman

Standing Cabinet Appointed Procurement Committee (SCAPC)

Ministry of Ports, Shipping and Aviation

No. 19, Chaithya Road, Colombo 00100, Sri Lanka

The Subject of the emails should be “Tender for Time Chartering - IFB No. CSC/2023-24/T/TC/CB&CP or “Tender for Commercial Management - IFB No. CSC/2023-24/T/CM/CB&CP , as applicable.

1. **Late Bids**

Bids received after the deadline for submission as stipulated in the Bid Data Sheet (BDS) will not be opened and will be rejected.

1. **Bid Security**

Each Bid shall be accompanied by a Bid Security to the value of USD 1,000/=. The Bid 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.

In the event the Bidder is a local party, Bid Security shall be furnished in an equivalent amount in Sri Lanka Rupees converted at LKR/USD (Selling) Exchange Rate published by the Central Bank of Sri Lanka prevailing on the date of issuance of the Bid Security.

In the event the Bidder is a foreign party, a Bid Security shall be a Bank Guarantee issued by a Bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka or Bank in another country, but the security "confirmed" by a Bank operating in Sri Lanka approved by the Central Bank of Sri Lanka. The scan of the original Bid Security “confirmed” by a Bank operating in Sri Lanka and the SWIFT sent to the local Bank by the foreign Bank should be submitted as the evidence of the Bid security with the Bid by email.

The successful Bidder’s Bid Security will be discharged upon the Bidder’s signing of the Implementation agreement with CSC and the receipt of the first charter hire by CSC in the nominated bank account within 3 banking days after delivery of the vessel, in either Option selected by the SCAPC.

The Bid Security may be forfeited:

(a) If a Bidder:

i) Withdraws its Bid during the period of Bid Validity specified in BDS; or

ii) Refuses to accept any arithmetical correction necessary in the Bids; or

(b) In case of a successful bidder, if the Bidder fails to sign the “Implementation Agreement” (“Commercial Management Agreement” or “Charterparty Agreement”, as applicable).

1. Opening of Bids

A Combined Password will be input by all the Members of the Bid Opening Committee (including Representatives from the line Ministry) in the email Server only without saving in any of the office computers of CSC, before the commencement of Bid Receiving Period of 02 hours. The Bid Opening Committee Members will input the Combined Password in the same sequence in the Office Computer for opening of the Bids.

Bids shall be opened in the presence of the Bidders or their representative/s who wish to attend, soon after the closing of Bids.

1. Language of Bids

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

1. Cost of Bidding

The bidders shall bear all costs associated with the preparation and submission of its Bid 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 bidding, each Bidder agrees and acknowledges that in no event shall it be entitled to make a claim of any kind against SCAPC, CSC or CSC's officers, employees, or consultants arising out of, relating to, or in any way connected with the Bidder’s bid or CSC's consideration thereof.

1. **Clarification of Bidding Documents**

A prospective bidder requiring any clarification of the Bidding Documents may notify CSC in writing or electronically by email CSC's email address indicated in the Bid Data Sheet (BDS). CSC will respond in writing by email to any request for clarification of the Bidding Document, which is received prior to the deadline for clarification of Bids as prescribed in the BDS. Written copies of the CSC’s responses (including an explanation of the query but without identifying its source) will be posted on the website of CSC for information of any prospective Bidder.

1. **Amendment of Bidding Documents**

At any time prior to the deadline for submission of Bids, CSC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, amend the Bidding Document by issuing an Addendum. Notice of any amendments will be made available in writing and electronically by email to all prospective bidders who have requested clarifications and also will be posted in the website of CSC (www.cscl.lk).

All the Addendums will be part and parcel of the Bidding Documents and Bidders will be binding upon them. Bidders are required to immediately acknowledge receipt of Addendums using the Addenda Receipt provided in Form 5 or any such amendment. It will be assumed that the information contained in Addendums will have been taken into account by the Bidders in their Bids.

1. **Confidentiality of Bidding**

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

The prices that have been quoted in the Bidder's Bid must not and will not knowingly be disclosed by the Bidders directly or indirectly to any other Bidders or potential Bidders prior to the time Bids are due to be closed. Bidders warrant that no attempt have 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 Bidders shall not disclose the Bid Documents to any third party who is not directly related with the preparation of the Bid proposal.

1. **Basis of Bidding**

Bidders may bid for Time Chartering or Commercial Management for one (01) vessel or both (02) vessels. In the both case, the Bidders shall submit two Bids in two Price Offer Forms and two (02) Bid Securities.

1. **Bid Currency**

Charter rate/s shall be quoted in U.S. Dollar (USD) only.

1. **Validity of Bids**

Bids shall remain valid for a period as specified in BDS. A Bid valid for a shorter period shall be rejected by 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 by email. If a Bidder accepts to prolong the period of validity, the Bid Security shall also be extended accordingly. Bidders may refuse the request without forfeiting its Bid Security. Any Bidder granting the request will not be permitted to modify their Bid.

1. **Format and Signing of Bids**

The Bidders shall prepare the Bids in the Price offer Form (Form 9) and the Bids shall be typed written 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 Contract. The said authorization shall be indicated by written Power-of-Attorney or Board Resolution accompanying the Bid and submitted as Form 6 to the Bid. All pages of the Bids shall be initialed by the person or persons signing the Bid.

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

1. **Award of Contract**
2. **Acceptability**

After negotiations with the Bidder/s, if required, by the SCAPC will determine to its satisfaction whether the Bidder/s selected by the evaluation process as having submitted the responsive Bids, is qualified to satisfactorily perform the Contract (as applicable).

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

1. **Basis of Award**

SCAPC reserves the right to select the option of “Chartering out” or “Commercial Management” for one ship or both ships, depending on the net highest economic benefit that will be accrued to CSC.

1. **Notification of Acceptance and Signing of the Contract**

After determining of the successful Bidder/s for two ships in accordance with the “Selection Criteria” used in the respective Bid Evaluation and prior to the expiration of the period of Bid validity, CSC will notify the successful Bidder/s by way of a Letter of Award by email or telefax and to confirm that his / their Bid/s has/have been accepted, subject to signing of a mutually agreed “Implementation Agreement” (“Commercial Management Agreement” or “Charterparty Agreement,” as applicable).

In the event that the SCAPC accepts a Bid for direct Contract for “Time Chartering” CSC will send the Bidder/s, the proposed Time Charter Agreement, incorporating all agreements between CSC and the Bidder/s, during any clarifications /negotiations.

In the event that the SCAPC accepts a Bid for “Commercial Management” CSC will send the Bidder/s, the proposed Commercial Management Agreement acceptable to CSC, which will be based on the Draft Commercial Management Agreement submitted by the selected Bidder/s with the Bid, incorporating any agreements between CSC and the Bidder/s during any clarifications / negotiations.

Upon receipt of the Letter of Award and the proposed Draft Implementation Agreement/s, the successful Bidder/s shall enter into Agreement/s with CSC. The date and venue for signing of the Agreement shall be agreed between the CSC and the selected Bidder/s.