

**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)**

Date of Issue: 01st February.2019

**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

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

CSC/2019/T/TC/CB&CP or  
CSC/2019/T/CM/CB&CP

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

<b>Item No.</b>	<b>Data Sheet for Bidding</b>	
i.	Name of the Procurement Entity	Ceylon Shipping Corporation Ltd.
ii.	Address of the Procurement Entity	Chairman, Ceylon Shipping Corporation Ltd. No. 27, MICH Building Sir Razik Fareed Mawatha (formerly Bristol Street) Colombo 00100 Sri Lanka
iii.	Telephone No.	+9411 2329903 +9411 2328772/3
iv.	Telefax. No.	+94112447546
v.	Email Address.	<a href="mailto:chairman@cscl.lk">chairman@cscl.lk</a> , <a href="mailto:cscl@cscl.lk">cscl@cscl.lk</a>
vi.	Last date & time for applying Clarifications	20th February 2019 until 3.00 pm local time
vii.	Pre- bid Teleconference	1.00 pm to 3.00 pm local time on 14th February, 2019 through; Skype address: CSC –IT CSC E-mail: cscl@cscl.lk

<b>Item No.</b>	<b>Data Sheet for Bidding</b>	
viii.	Email address for seeking clarifications	<a href="mailto:dantha@cscl.lk">dantha@cscl.lk</a> , <a href="mailto:saman@cscl.lk">saman@cscl.lk</a> +94 710215702, +94 71 5656715
ix.	Place at which Bids will be received and opened	Ceylon Shipping Corporation Ltd. Conference Room Third Floor No. 27, MICH Building Sir Razik Fareed Mawatha Colombo 00100, Sri Lanka
x.	Period of receiving / closing of Bids	10.00 am to 4.00 pm (Sri Lanka Standard Time) on 22nd February.2019
xi.	Bid Opening Time	4.00 pm (Sri Lanka Standard Time) on 22nd February 2019
xii.	Bid validity period	Up to 14th March 2019
xiii.	Bid Security	USD 2000/=
xiv.	Date of Validity of Bid Security	Up to 22nd March 2019
xv.	Location of obtaining of Bidding Documents	CSC's website <a href="http://www.cscl.lk">www.cscl.lk</a>
xvi.	Source Bank for Exchange Rates	Central Bank of Sri Lanka

#### 4. Introduction

- (a) Ceylon Shipping Corporation Ltd. (CSC) is the 100% Government Owned National Sea Carrier of Sri Lanka. CSC owns Ultramax type (around 63,000 DWT) 02 dry-bulk vessels namely, Mv. Ceylon breeze & Mv. Ceylon Princess.
- (b) These two ships are deployed in transportation of coal required for the Coal Fired Power Station in Puttlam, Sri Lanka during the period between around 02nd week September up to end of April in the following year. Rest of the period during the South West Monsoon ships are deployed in the international charter market (hereinafter referred to as the "Season").
- (c) The Bids are invited under two Options (1). for "Time Chartering" and (2) for "Commercial Management."

#### 5. Invitation

The Chairman, Standing Cabinet Appointed Procurement Committee (SCAPC) of the Ministry of Ports & Shipping and Southern Development 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/2019/T/TC/CB&CP) or “Commercial Management” (IFB No. CSC/2019/T/CM/CB&CP) of one or both ships.

The period shall be for one “Season” during the South West Monsoon period in the year 2019 (April to mid-September).

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

The Bids received under the IFB No. CSC/2019/T/TC/CB&CP for “Time Chartering” and IFB No. CSC/2019/T/CM/CB&CP for “Commercial Management”, will be evaluated in that order.

**7. Submission of Bids**

The Bids with the supporting documents addressed as follows shall be submitted by email to password protected email [chartcom@cscl.lk](mailto:chartcom@cscl.lk) between 10.00 am to 4.00 pm Sri Lanka time on 22ns February 2019.

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

The Subject of the emails should be “Tender for Time Chartering - IFB No. CSC/2019/T/TC/CB&CP or “Tender for Commercial Management - IFB No. CSC/2019/T/CM/CB&CP, as applicable.

**8. 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.

**9. Bid Security**

Each Bid shall be accompanied by a Bid Security to the value of USD 2,000/=. The Bid Security shall be a Bank Guarantee issued by a bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka or a Refundable Cash Deposit kept in the under mentioned USD / LKR Bank Accounts of CSC;

- USD - Bank Account

. Beneficiary Ceylon Shipping Corporation Ltd

Account Number 1400209102

SWIFT Code CCEYLK LX

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 +94112449889
	Email: email@combank.net

LKR Bank Details are as Follows

Beneficiary	Ceylon Shipping Corporation Ltd
Account Number	004 - 4021 - 6 -0210916 (USD Feea A/c No)
SWIFT Code	PSBKLKLX

Nme & Address Of Bank	People's Bank
	Corporate Banking Division
	No 91
	ACHC Building
	Sir Chittampalam A Gardiner Mawatha
	Colombo 02
	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; or the Bank Slip for the Cash Deposit 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 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 "Charter party Agreement", as applicable).

## **10. 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 (Sri Lanka Telecom) only without saving in any of the office computers of CSC, before the commencement of Bid Receiving Period of 06 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.

## **11. 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.

## **12. 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.

## **13. 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 submission 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.

#### **14. 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](http://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.

#### **15. 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.

#### **16. 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.

#### **17. Bid Currency**

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

#### **18. 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.

#### **19. 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.

#### **20. Award of Contract**

##### **(a) 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.

##### **(b) 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.

##### **(c) 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 "Charter party 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.

End