

Part 1

INSTRUCTIONS TO BIDDERS (ITB)

1 Invitation for Bid

1.1 The Standing Cabinet Appointed Procurement Committee (hereinafter referred to as the "SCAPC") on behalf of Ministry of Agriculture (hereinafter referred to as the "Ministry") now invites sealed bids from eligible chemical fertilizer Manufacturers, Suppliers or their accredited agents for the supply of Triple Super Phosphate (TSP) for the paddy cultivation of the Maha season 2022/23 commencing from **15th September, 2022** (hereinafter referred to as "relevant period") to the Ministry of Agriculture (each of who is hereinafter referred to as a "Purchaser").

Triple Super Phosphate (TSP) - 36000Mt

1.2 The invitation for bid shall specify type and quantity of fertilizer to be procured, the period of delivery, date and time of the closing and opening of bids and the venue are given in the document.

1.3 Eligibility and Qualifications

- (a) All bidders shall possess legal rights to supply the Goods under this contract.
- (b) A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (i) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the purchaser to provide consulting services for the preparation of the design, specification and other documents to be used for the procurement of goods to be purchased under these bidding documents; or
 - (ii) submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.
- (c) A Bidder that is under a declaration of ineligibility by the General Treasury at the date of submission of the bids or at the date of contract award shall be disqualified.

2 Source of Funding

Government of Sri Lanka (GoSL)/ Foreign Funding Agency

3 Fraud and Corruption

3.1. Pursuant to paragraph 2.2 e. of Annexure 11 Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit, the Funding Agency and/or persons appointed by the Funding Agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Funding Agency . The Contractor's and its Subcontractors' and sub consultants' attention is drawn to Clause 2 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Funding Agency 's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Funding Agency 's prevailing sanctions procedures)."

3.2. The Funding Agency requires compliance with the Funding Agency 's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Funding Agency 's Sanctions Framework, as set forth in Particular Conditions - Part C-Fraud and Corruption.

3.3. The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee."

4 Bidding Documents

The Bidding documents consist of **Invitation For Bids, Instructions to Bidders** (Part 1) and **Conditions of Contract** (Part 2) together with the Annexures thereto will be uploaded to the website of Ministry of Agriculture (www.agrimin.gov.lk) enabling interested bidders download as appropriate.

5 Form of Bid

5.1 Bids shall be strictly in the Form of Bid and the Price Schedule {Annexure 4 (A) and 4 (B)} set out in the Conditions of Contract shall be signed by the Bidder in full compliance with all Conditions stipulated in the bidding documents.

5.2. Only the original of the Form of Bid and the Price Schedule {Annexure 4 (A) and 4 (B)} signed by the Bidder shall be accepted. Accordingly, Photocopies, Fax copies and Scanned copies of the Form of Bid, Price Schedule shall not be accepted.

5.3 The Manufacturer's Authorization & Certification/and Analysis Certificate/s shall be in full compliance with the conditions set out in paragraph 8 of the Conditions of Contract and in the formats at Annexure 6 and 7 hereto. A successful Bidder who won the award of contract shall be required to deliver fertilizer only from a Manufacturer specified in the bid and whose certificate is evaluated along with Analysis Certificate of the respective bid and specification of product & packing bags specifications set forth in Annexure 1 & Annexure 2 respectively. All Bids should be accompanied by the original Manufacturer's Authorization & Certification issued by the Manufacturers, certifying that the specified fertilizer and packing materials shall be in conformity with the specifications and also confirming the availability of fertilizer for the supply. Those certificates should be signed by the authorized officer with the name, designation and the company name. After awarding the Contract, the supplier is **not allowed to change** the country of origin and/or manufacturers that are stated in the submitted manufacturer's certificate. If a document contains more than a page all pages shall be signed by the authorized officer.

5.4 All pages of the Form of Bid and Price Schedule (Annexure 4A & 4B) shall be signed by the Authorized Signatory/Principle Supplier/holder of the Power of Attorney. The seal shall be in a colour other than the black in order to ensure the genuineness of the original document submitted. The signature also shall be in blue ink.

5.5 The Bidder shall submit the offer either for the required full quantity of 36,000Mt under this tender or 50% part thereof in accordance with the Invitation For Bid (IFB). There is the full amount of TSP to be delivered to Colombo port in bulk or bagged form.

Period of delivery*	Lot Description	Quantity (Mt)	Form	Vessel size
	Lot A	18,000	Bulk/Bagged	18000 - 40000
	Lot B	18,000	Bulk/Bagged	18000 - 40000

**Delivery schedule could be amended during the pre - bid meeting*

5.6 The following details shall be included in the Price Schedule in the Form of bid:

5.6.1 (a) FOB price, Freight charges, cost of bags and bagging, Cost and Freight (CFR) Colombo Port price per Mt in US\$ for spot price (at sight price) and total value of the bid in payment terms or,

5.7 In the Form of Bid, the prices shall be indicated in figures and words. In the event of a discrepancy between the prices in figures and in words, the prices indicated in words shall prevail and shall be considered as the offered price of the bid.

5.8 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the bid. A bid submitted without compliance with this requirement shall be rejected.

6 Mandatory Documents

- 6.1. Part 2, Conditions of Contract with proper endorsements by the supplier.
- 6.2. All mandatory information included in the form of bid. As per Annexure 04A & 04B with water mark allocated for supplier.
- 6.3. Original Manufacture's Authorization & Certification as per Annexure 6 issued for relevant bid.
- 6.4. Original Analysis certificate issued by an accredited independent analysis authority for relevant bid and duly authenticated by the Chamber of Commerce or similar institution in country of origin as per Annexure 7. (As per the clause No. 8 of the Conditions of Contract).

7. Submission of Bids

- 7.1. Alternative and/or Optional Bids, Conditional bids shall not be accepted.
- 7.2. Bids shall be enclosed in two separate sealed envelopes and marked "Original" and "Duplicate" respectively and these two envelopes shall be enclosed in one sealed envelope for each item separately which shall be marked on the top left hand corner with the words "....(Bid number and name of the fertilizer)" and at the bottom left hand corner the name and address of the bidder.
- 7.3. The bids shall be submitted in a sealed envelope addressed to unless otherwise not change the place:

The Chairman of the SCAPC,
C/o the Ministry of Agriculture
Procurement Division-Fertilizer Section,
1st Floor, No. 80/5, Govijana Mandiraya, Rajamalwattha Lane. Battharamulla
Sri Lanka.

Any change of the above address will be informed prior to the submission of Bid.

Bids can be deposited in the box kept for this purpose in the Procurement Division-Fertilizer Section of the Ministry of Agriculture at the aforementioned address, or be sent by registered post to reach the addressee prior to the closing of bids.

- 7.4 Any bid received by the Secretary, Ministry of Agriculture on behalf of the purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the bidder.

8. Bid Security

A Bid Security Guarantee from a recognized commercial Bank registered **under or** accepted by Central Bank of Sri Lanka shall be submitted together with the bid as per the specimen given in the Annexure 5 in favor of the Secretary, Ministry of Agriculture, for the total Lot or Contractual quantity as follows.

Lot	Minimum Quantity (Mt)	Bid Security (US\$)
Lot A	18000	198,000
Lot B	18000	198,000

The Bid Security Guarantee should be valid for a period of 28 days (to be valid up to August 12, 2022] from the date of opening of the bid (as per specimen provided in Annexure 5). This Bid Security Guarantee shall be returned to the successful bidder upon the submission of the Performance Guarantee referred to clause No.20 here below. The Bid Security Guarantees of the unsuccessful bidders shall be returned to them immediately upon the submission of the Performance Guarantee by the successful bidder.

Bid Security may be forfeited.

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Price Schedule.
- (b) If a Bidder does not agree to correction of arithmetical errors.
- (c) If the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB Clause 21.
 - (ii) Furnish a Performance Security in accordance with ITB Clause 20.

9. Period of Validity of Bids

Bids shall remain valid for a period of 14 (to the valid July 28, 2022) days from the date of opening of the bids. The date of validity of bids shall be as per the date mentioned in the invitation for bid.

10. Opening of Bids

The bids will be opened on the date and at the time set out in the Invitation For Bid, at the;

**Procurement Division – Fertilizer Section,
Ministry of Agriculture
1st Floor, No. 80/5, Govijana Mandiraya, Rajamalwattha Lane.
Battharamulla
Sri Lanka.**

or at such other place of which notice shall be given. Bidders or their authorized representative are entitled to be present at the opening of bids.

11. Check List

A check list shall be submitted satisfying all the mandatory requirements together with the bid. (Annexure 5)

12. Rejection of Bids

Bids with the following deficiencies shall be rejected and shall not be considered for evaluation.

- 12.1. Bids forwarded by means other than as specified in paragraph 4 above;
- 12.2. Bids received after the closing of bids.
- 12.3. Bids which are not in the Form of Bid in Annexure 4 A and Price Schedule in Annexure 4B to the Conditions of Contract, or are incomplete;
- 12.4. Bids submitted without the original of the signed Form of Bid and Price Schedule;
- 12.5. Originals of Manufacturer's Authorization & Certification and Analysis Certificate which are not signed by the authorized signatories.
- 12.6. Original Analysis Certificate issued by Accredited Independent Analysis Authority is not authenticated by the Chamber of Commerce or similar institution in country of origin.
- 12.7. The results of the Analysis Certificate submitted for the product and packing material are not in compliance with the given product & packing specification.
- 12.8. Validity period given in the Price Schedule is less than required 14 days from the date of opening.
- 12.9. Alternative, optional and conditional bids shall be rejected.
- 12.10. Deviation from the delivery period.

13. Specification of Fertilizer and Packing bags

- 13.1. The specifications of the Fertilizer to be supplied shall be as set out in Annexure 1 to the Conditions of Contract.
- 13.2. The specifications of the Packing bags shall be as set out in Annexure 2 and 3 to the Conditions of Contract.

14. Evaluation of Bids

- 14.1. Bids which are submitted with the required mandatory documents shall be evaluated to assess compliance with the specifications and other conditions of Contract.
- 14.2. Bids which do not comply with the specifications and conditions of the bid shall be considered as non-responsive and shall not be eligible for consideration of an award.
- 14.3. An award for the procurement of fertilizer shall be made to the lowest evaluated substantially responsive bidder.

15. Evaluation Criteria

15.1. Technical Evaluation

- a. Bid submitted shall be strictly in compliance with the given product specification/packing specification.
- b. Bids submitted shall satisfy the given Instructions to Bidders, Conditions of Contract and General Terms and Conditions of the bid.
- c. The bids submitted shall be in compliance with the part 1 & 2 of the Bidding document in every respect.

15.2. Financial Evaluation

The bid prices submitted shall be CFR, at sight, 180 days and 270 days credit price.

The most advantage price shall be selected considering the facts that the prevailing SOFR (Secured Overnight Financing Rate) for the credit facility (180 days, 270 days) offered by the lowest responsive bid.

16. Acceptance of Bids

The acceptance or rejection of any Bid in full or in part shall be solely at the discretion of the SCAPC and the decision of the SCAPC in all such matters shall be final.

17. Communication to all Bidders of the Intention to Award Contract

The Secretary to the Ministry of Agriculture shall within 03 days of being informed of the recommendation of the SCAPC inform in writing to all the bidders of the selection of the successful bidder and the intention to award the Contract to such bidder.

18. Appeals

The Secretary to the Ministry of Agriculture shall within 3 days from being informed of the recommendation of the SCAPC inform the unsuccessful bidder in writing, to make their representations (if any) against the recommendation of the SCAPC/intention to award to the Contract to the successful bidder, to the Procurement Appeal Board (PAB) at the Presidential Secretariat.

Unsuccessful bidders may within Three (03) days of the notice by the Secretary, Ministry of Agriculture on the recommendations of the SCAPC, make representations to the PAB at the address given below, against the decision. Such a representation shall be self-contained to enable the PAB to arrive at a conclusion. A nonrefundable cash deposit of Rs. 100,000/= is required to be made to the Presidential Secretariat.

Address: **The Secretary
Procurement Appeal Board for Government Procurements,
Presidential Secretariat
Galle Face,
Colombo 01.**

19. Award of Contract

- 19.1 Letter of Award shall be issued by the Secretary, Ministry of Agriculture.
- 19.2 Letter of Award accepting a bid shall be made in writing to the successful Bidder and be forwarded by E-mail or Fax to the address or number as the case may be, given in the Bid document or be forwarded by registered post or delivered by hand to the Bidder at the address given in the Bid document whereupon a contract on the Terms and Conditions set out herein shall thereupon be deemed to have been concluded.
- 19.3 On receipt of the Notice of Award, the successful Bidder shall require to submit a Performance Guarantee as set out herein and enter into a formal contract as per the format in Annexure 10 Form of Contract Agreement.
- 19.4 Employer has the right to award total quantity or 75% from the selected bidder/bidders.
- 19.5 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

20. Performance Guarantee

- 20.1 The successful Bidder shall submit to the Purchaser, at his expense and within Seven (07) working days of the Award, a Performance Guarantee valid for 90 days and in the format in Annexure 8 to the value of ten percent (10%) of the purchase value of the maximum quantity to be shipped under the Contract including plus tolerant limit, as security for the due performance of the contract to the entire satisfaction of the purchaser.
- 20.2 The submission of Performance Guarantee as set out above shall be the sole responsibility of the successful Bidder.
- 20.3 The Performance Security Guarantee shall be from a recognized commercial Funding Agency registered **under or** accepted by Central Funding Agency of Sri Lanka
- 20.4 The Performance Guarantee shall remain in full force if necessary by extension, for a period of not less than 14 days from the date of arrival of the last consignment and be in effect notwithstanding anything to the contrary that may be contained or may in future be incorporated in any other document until the purchaser, after taking delivery of the supplies at Colombo certifies the satisfactory performance of the contract to the Funding Agency concerned.
- 20.5 Any payment made under such Performance Guarantee by the issuing Funding Agency shall not discharge the supplier of the liability if any, to

make payment of any sum of money which may still remain due after such payment and the supplier shall pay such balance to the purchaser, on demand.

20.6 If the successful Bidder declines or fails to submit a Performance Guarantee as specified herein, the Purchaser shall be entitled to revoke the award and recover damages and forfeit the Bid Security Guarantee, and to place the name of such Bidder on the list of defaulting contractors and such Bidder shall not be permitted to Bid for any supplies to the purchaser, for a period to be decided upon by the SCAPC.

20.7 The Performance Guarantee shall be discharged on satisfactory completion of the Contract.

21. Signing of the Contract

Within 02 days of receipt of Performance Guarantee, the successful Bidder shall sign the Agreement with the purchaser in terms of the Form of Contract Agreement in Annexure 10.

22. Delivery

Delivery shall be made to the purchaser named in the terms of the Contract Agreement at the Port of discharge, which shall be Colombo within 42 days from the date of establishment of the Letter of Credit by the Purchaser or on such date as may be stipulated in the Contract Agreement.

23. Mode of Supply

As per the Cost and Freight (CFR) the fertilizer shall be supplied in 50 Kg (net.) bags at the time of discharging from the vessel and loading to the trucks of the Purchaser at Colombo Port.

Part 2

CONDITIONS OF CONTRACT

The specifications and other conditions applicable to this contract shall be as follows and shall be mandatorily complied with;

SPECIFIC CONDITIONS

1. Type of Fertilizer

The types of fertilizer to be procured shall be –

Triple Super Phosphate (TSP) - 36,000Mt

2. Specification of Fertilizer

The fertilizer shall be in compliance with the specifications set out for the different types of fertilizer in Annexure 1.

3. Specification of packing bags

The bags used for packing the different types of fertilizer shall be in compliance with the requirements in Annexure 2 and the Bag markings shall be in compliance with the specifications as per the bag marking given in Annexure 3.

4. Extra empty bags

In the event of the bag shipment, supplier shall provide 1% of the extra empty bags against the total number of bags, free of charge.

5. Shipping Tolerance

+/-5%Mt

6. Delivery

Delivery shall be made to the Purchaser named in the Award at the Port of discharge, which shall be Colombo within 42days from the date of establishment of Letter of Credit by the Purchaser or on such date as may be stipulated in the Award. Expected delivery time frame is given in the Annex 4B.

7. Mode of shipment

7.1 Supplier shall shipping the fertilizer in bulk or bag as per the shipping time frame given in the price schedule subject to the conditions in paragraph 7.3 below.

7.2 The fertilizer is shipped in bulk to be bagged at the Port of discharge, all expenses related to the bagging operation, including the cost of bags and labor charges shall be met by the supplier and the Shipping Conditions related to the shipment shall continue to be those set out in Annexure 9 to the Conditions of

Contract. Supply shall be CFR linear basis on the shipping terms and conditions as per Annexure 09.

8. Manufacturer's Authorization & Certification and Analysis Certificate.

- 8.1 The original Manufacturer's Authorization & Certification completed strictly as per the Form in the Annexure 6 hereto must be submitted with the Bid. A successful Bidder to whom an Award has been made shall be required to deliver fertilizer only from the Manufacturer specified in the bid and upon whose certificate/s the bid was evaluated and the award made, and shall not be allowed to change the Manufacturer.
- 8.2 The original Analysis Certificate issued by an accredited independent analysis authority under their letter head as per the Annexure 7 hereto, must be submitted with the Bid. The results of the physical and chemical properties of the fertilizer offered in the bid must be confirmed by an independent Analysis Authority and duly authenticated by the Chamber of Commerce or similar institute of the Country of Origin. If Chamber of Commerce will issue a separate certificate to authenticate Analysis Certificate, respective reference Nos. should be clearly indicated in the certificate.
- 8.3 The bidder can submit separate Manufacturer's Certificate & Analysis Certificate with the bid only for all parameters of specifications of packing bags of Annexure 2.
- 8.4 The Original Manufacturer's Authorization Certification and Analysis Certificates shall be signed by the authorized signatory with the company rubber seal of the Manufacturer/Accredited Independent Analysis Authority. The name and address of the authorized signatory shall be indicated under company rubber seal, failing which bid shall be liable for rejection.
- 8.5 In order to confirm the recognition of the particular elements of each fertilizer type shown in the Analysis Certificate shall be issued by an Independent accredited laboratory having ISO 17025 accreditation for testing of all parameters given in the specifications. accredited by a member or a Signatory of IAF (The International Accreditation Forum) or ILAC-MRS (International laboratory Accreditation Cooperation).
- 8.6 The Manufacturer's Authorization and Certification and Analysis Certificate submitted together with the bids will be checked and verified by the Technical Evaluation Committee in order to confirm the authenticity and genuineness of the Certificate submitted prior to signing the contract agreement. Therefore, the following details shall be clearly specified the certificate so submitted. The e-mail address, Telephone Number, Fax Number, Name of the authorized signatory.

8.7 The Bidders are advised to submit the genuine certificates to avoid rejection of bid submitted and subsequent action would be taken against the bidders as per the Government Procurement Guideline (please refer www.treasury.gov.lk).

8.8 The supplier has the option to ship the cargo from any one of the manufacturer and country of origin submitted at his bid and accepted by the SCAPC. However, any minor changes in this regard after the award by the purchasing entity may be considered which should not have any additional cost impact to purchaser and shall be recommended by the purchasing entity and acceptable to the SCAPC.

The Bids offering fertilizer from countries of origin against which UN sanctions have been imposed shall not be considered and will be rejected.

GENERAL TERMS AND CONDITIONS

9. Pre-shipment inspection and Sampling

9.1 The supplier shall agree to a pre-shipment inspection of the consignment, by an Independent Surveyor appointed by the purchaser.

9.2 The purchaser shall at its expenses arrange drawing & Analysis of reference samples of the fertilizer and of the bags (If bags fertilizer) from each shipment at the Port of Loading by an independent surveyor appointed by the purchaser while loading.

The independent surveyor so appointed by the purchaser should be an internationally recognized accredited Inspection Agency who should have accredited by an Accreditation Agency having membership or Signatory status from International Accreditation Forum (IAF) or ILAC-MRS (International Laboratory Accreditation Cooperation)

The list of registered surveyors in the procurement entity should be submitted to National Fertilizer Secretariat (NFS) Sri Lanka.

9.3. The Independent Surveyor shall be required to issue load port survey certificate and draw and seal six separate representative samples of the Fertilizer and of the bags while loading at port to be dealt with as follows:

- a. 2 samples shall be forwarded to the purchaser;
- b. 2 samples shall be forwarded to the Supplier;
- c. 1 sample shall be used for analysis and report; and
- d. 1 sample shall be retained by the independent surveyor for future reference, and shall arrange to issue the Quality, Quantity and Analysis certificate directly to Director, National Fertilizer Secretariat and copy to both the supplier and the purchaser stating that samples were so drawn, forwarded and retained as aforesaid.

9.4 The Independent Surveyor shall thereafter cause the sample to be analyzed immediately and shall authorize the Accredited Analysis laboratory to execute the Analysis Report directly to the Director, National Fertilizer Secretariat through an

encrypted e-mail in addition to the Analysis Report issue to the purchaser with a copy to the supplier by the Independent Surveyor.

9.5. The carrying out of such an analysis shall not relieve the Supplier of the obligation to supply the product in conformity with the specifications set out herein.

10. Inspection and Sampling at Port of discharge

10.1 On arrival of the cargo at the port of discharge, representative of the supplier and the National Fertilizer Secretariat (NFS) of Ministry of Agriculture will arrange for the drawing and analysis of reference samples of the fertilizer and/or the bags by an accredited analytical laboratory in Sri Lanka selected by the Director NFS according to the Act No.68 of 1988 and for the issue of an Analysis Certificate within 07 working days time period.

10.2 In the event that the Analysis Certificate issued to the Director, NFS by the Laboratory selected according to the Part 2 Clause 10.1 indicates that there is a deficiency nutrient content or other non-conformity with the bid specifications, the supplier and the purchaser shall jointly arrange for the drawing of samples under the instructions given by the Director, NFS to forward same to an Accredited Analytical Laboratory having SLAB (Sri Lanka Accreditation Board) scope for the test that specific parameter/parameters that found as non-compliance to the SLSI Standards.

Such Independent Laboratory findings shall be final & binding on both the purchaser and the supplier.

If found any deviation from the SLSI standards after being implemented above procedure, supplier shall be responsible for the arrangements to re-ship this cargo out of Sri Lanka at the total cost of the supplier including the total costs incurred by the Secretary to the Ministry of Agriculture to clear the cargo. The re-shipment of the rejected cargo will be permitted only after receiving the same fertilizer in the same quantity, which complying with the SLSI standards to the Secretary to the Ministry of Agriculture to the approved contracted price for the failed cargo within the time frame specified by the purchaser.

10.3 Thereafter the supplier should undertake the full responsibility to replace the entire rejected cargo immediately at the cost of supplier including all other financial consequences within the time frame specified by the purchaser. The same Terms and Conditions of this Contract Agreement signed for the supply will be applicable and effective for this purpose.

10.4 The cost of analysis of the joint reference sample/s by the independent laboratory shall be borne as follows:-

- a. if the Report confirms that there is a deficiency in the sample/s, the full cost shall be borne by the supplier;
- b. if the Report confirms that there is no deficiency in the sample/s, the full cost shall be borne by the purchaser.

An Inspection Authority appointed by the purchaser shall conduct a survey of the cargo alongside the vessel and at the purchaser's warehouse at the commencement of discharge and issue a report thereon.

- 10.5 In the event that the Inspecting Authority so appointed reports that there is a variance between the actual weight and the weight stipulated in the contract, the supplier shall nominate a surveyor at his expense to conduct a Joint Survey with the Inspecting Authority appointed by the Purchaser. Where a joint survey is conducted, the Inspecting Authority shall be required to notify the purchaser and the supplier of the findings of such 'Joint Survey'.
- 10.6 Where the supplier fails to appoint a surveyor to conduct a "Joint Survey" within seven (07) days, the decision of the Inspecting Authority appointed by the purchaser shall be final and binding on the supplier and the supplier shall be held liable to make good forthwith the cost of replacement of such shortage as estimated by the Purchaser, notwithstanding any certificate issued previously by any other Authority.

11. Shipping Terms

11.1. Shipping Terms shall be as per Annexure 9.

11.1. Vessels chartered for carriage of fertilizer, shall carry cargo consigned exclusively to the purchaser, and the supplier shall ensure that Cargo consigned to any other party is not loaded on such vessels, unless prior written approval is obtained from the purchaser. Cargo should not be shipped in country-crafts.

11.2. The following shall be final and conclusive proof of the quantity of the cargo shipped-

- a. The Certificate of Delivery of Fertilizer issued by Sri Lanka Ports Authority (SLPA) will be final and conclusive proof of the bulk cargo size

11.3. In the event of any short delivery of cargo, the supplier shall be fully responsible for the shortage and the Purchaser shall be entitled to claim from the supplier the full value of the short delivered cargo together with any other additional cost involved.

12. Documentation to be submitted upon loading

12.1. The supplier shall, immediately upon the completion of loading, forward to the purchaser, by e-mail or by Fax the full details of the shipment.

- 12.2. The supplier shall, within 3 days from the date of shipment, forward to the purchaser by courier the following documents in triplicate-
- a. the Invoice, showing the number of bags, Gross and Net weights of consignment, price with rate per Metric Ton, invoice value and shipping marks;
 - b. the clean shipping freight prepaid Bill of Lading, showing number of bags, Gross and Net weights of consignment, shipped.
[Please note the following-
In the case of CFR shipments, the Bill of Lading should indicate that freight has been prepaid.
 - c. the load port certificate issued by the Independent Surveyor (inspection agency) referred to at paragraph 9.4 above;
 - d. the Analysis Certificate issued by the Independent Surveyor referred to at paragraph 9.4 above;
 - e. the Certificate of Origin, authenticated by the Chamber of Commerce of Country of Origin;
 - f. the packing list indicating the Net/Gross weight and total number of bags loaded on board or stuffed into each container.
 - g. The copy of the e-mail or fax forwarded to the purchaser in terms of paragraph 12.1 above.

13. Documents to be submitted for payment

The supplier shall submit original copies of the documents specified in paragraph 12.2 above through the advising Bank to the Funding Agency.

14. Receipt of Original Documents

It shall be the responsibility of the supplier to ensure that the original shipping documents are received by the Purchaser three (03) days before the arrival of the vessel to the Port of Colombo. In case of failure to ensure timely arrival of these documents to facilitate berthing of the vessel and the speedy clearance of consignments, the supplier shall become liable to the purchaser for any additional expenses, such as Bank guarantee charges that may be incurred due to such delay.

15. Conditions applicable to payments.

- 15.1. Payment for purchases made on 'at sight' basis.

Payment shall be made by means of an Irrevocable and non-transferable Letter of Credit established through a registered Commercial Bank operating in Sri Lanka upon submission of the documents referred to in paragraph 14 above, as follows-

- a. 75% of the contract value based on the quantity shipped as per the Bill of Lading and the quantity stated in the Commercial Invoice;

- b. 25% on a final acceptance certificate issued by the purchaser to the Bank confirming delivery of the quantity of fertilizers in complete conformity with the specifications. That is arranged as per the clause 10.1 above.

15.2. Payment for purchases made on credit basis.

Payment shall be made by means of an irrevocable and non-transferable Letter of Credit established through a registered Commercial bank operating in Sri Lanka at the end of the period of credit to the value of the quantity shipped as per the Bill of Lading and the quantity stated in the Commercial invoice.

- 15.3. All Banking charges associated with the opening of the letters of credit shall be borne by the Purchaser. All other Banking charges within or outside Sri Lanka, including charges for confirmation of the said Letter of Credit if required by the Supplier shall be borne by the Supplier and the Supplier shall not be entitled to the reimbursement of such charges.

16. Performance Guarantee

- 16.1. The successful Bidder shall submit to the Purchaser, at his expense and within Seven(07) working days of the Award, a Performance Guarantee valid for 90 days and in the format in **Annexure 8** to the value of ten percent **(10%)** of the purchase value of the maximum quantity to be shipped under the Contract including plus tolerant limit, as security for the due performance of the contract to the entire satisfaction of the purchaser.

- 16.1. The submission of Performance Guarantee as set out above shall be the sole responsibility of the successful Bidder.

- 16.2. The Performance Guarantee shall be from a Licensed Commercial Bank registered under the Central Bank of Sri Lanka and operating in Sri Lanka acceptable to the Purchaser or by a Bank operating outside Sri Lanka confirmed by a Licensed Commercial Bank registered under the Central Bank of Sri Lanka and operating in Sri Lanka or the Performance Guarantee issued by the Commercial Bank accepted by the Central Bank of Sri Lanka.

- 16.3. The Performance Guarantee shall remain in full force if necessary by extension, for a period of not less than 14 days from the date of arrival of the last consignment and be in effect notwithstanding anything to the contrary that may be contained or may in future be incorporated in any other document until the purchaser, after taking delivery of the supplies at Colombo certifies the satisfactory performance of the contract to the Bank concerned.

- 16.4. Any payment made under such Performance Guarantee by the issuing Bank shall not discharge the supplier of the liability if any, to make payment of any

sum of money which may still remain due after such payment and the supplier shall pay such balance to the purchaser, on demand.

- 16.5. If the successful Bidder declines or fails to submit a Performance Guarantee as specified herein, the Purchaser shall be entitled to revoke the award and recover damages and forfeit the Bid Security Guarantee, and to place the name of such Bidder on the list of defaulting contractors and such Bidder shall not be permitted to Bid for any supplies to the purchaser, for a period to be decided upon by the SCAPC.
- 16.6. The Performance Guarantee shall be discharged on satisfactory completion of the Contract.

17. Resolution of Disputes

- 17.1. Any dispute arising from or in relation to a contract entered into with a supplier shall be settled amicably and shall upon a failure to so settle amicably, be settled by Arbitration in terms of the Arbitration Act No. 11 of 1995 of Sri Lanka.
- 17.2. The Place of Arbitration shall be in Colombo, Sri Lanka.
- 17.3. The language to be used in the arbitration proceedings shall be in English.

18. Force Majeure

- 18.1. In the event the supplier or the purchaser is delayed in performing any of their respective obligations under the contract and such delay is caused by Force Majeure, including but not limited, to war, hostility, civil commotions, sabotage quarantine restrictions, acts of God and acts of Government (including but not restricted to prohibition of exports or import) fires, floods, epidemics, earthquakes, and freight embargoes, and the period of such delay may be excused and may be added to the time within which the performance of the obligation is permitted.
- 18.2. If a Force Majeure situation arises, the supplier should promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

19. Consequences of default by the Supplier

- 19.1. The breach of any of the provisions of the contract including the failure to effect delivery on schedule and non-compliance with the specifications set out for the fertilizer or bags shall entitle the purchaser to terminate the contract and make immediate demand on the Performance Guarantee in addition to any

other right of the Purchaser in terms of the Contract arising from the Bid and the Award and/or in law.

- 19.2. Where the fertilizer is found to be non-compliant with the specifications stipulated, the purchaser shall be entitled to reject same and the supplier shall be required to re-ship the cargo out of Sri Lanka and to meet all costs incurred for that purpose.
- 19.3. As per Contract the supplier should ship the specified quantity within the period of 42 days (Break Bulk or Bag Cargo) from the date of establishing the letter of credit or signing of contract whichever is earlier. Failure to deliver within the specified delivery period a liquidated damages shall be levied being damages in sum equivalent to the contract value of the undelivered product or part thereof as per details given below:
1. Delay in first seven days at 2% of the Contract value.
 2. Delay in subsequent two days at 1% of the Contract value for each day or part thereof proportionately up to maximum 10%

The supplier must note that on time delivery of the cargo is specific requirement Purchaser, however a reasonable tolerance period can be granted by the Secretary, Ministry Agriculture with the recommendation of the Procurement Entity if the reasons stated for the delay by the supplier are acceptable without prejudice the rights of the government.

- 19.4. The provisions of the Clause are without prejudice to any other rights of the purchaser under the Agreement and in particular, those under paragraph 4 (Default and Termination). Accordingly, damages shall be payable hereunder in respect of any material period during which the Agreement subsists notwithstanding its ultimate determination under paragraph 19.3.
- 19.5. No payment or concession to the supplier by the purchaser or other act or omission of the purchaser shall in any way affect the rights of the purchaser to recover the said liquidated damages or be deemed to be a waiver of the right of the purchaser to recover any such damages unless a waiver has been expressly stated in writing by the purchaser.
- 19.6. Failure to affect delivery on schedule and/or in conformity with the specifications shall entitle the Purchaser to make immediate demand on the Performance Guarantee, in addition to any other right of the Purchaser in terms of this Contract and/or in Law.

20. Assignments

The supplier shall not assign or delegate any of its obligations under a contract to any party without prior written consent of the purchasers. The provisions of this paragraph shall apply to:

- a. Sub-contracting for the procurement of its commodity purchased hereunder; and
- b. A sale or encumbrance of substantially all of the Suppliers shares or assets, a merger of Suppliers business or insolvency or receiver ship proceedings in respect of Supplier's business.

21. Interpretation

If the context so requires it, singular means plural and vice versa.

22. Entire Agreement

The contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

23. Amendments

- a. The SCAPC reserves the right to amend the Bidding documents.
- b. No amendment or other variation of the contract shall be valid unless it is writing, is dated, expressly refers to the contract, and is signed by a Parties to the contract. Periodical amendments will be considered time to time if required to this document during the calendar year. If so all the qualified suppliers will be notified in advance in respect of the amendments included to this document.

24. Non waiver

- i. Subject to sub paragraph (ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms & conditions of the contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the contract, neither shall any waiver by either party of any breach of contract operate as waiver of any subsequent or continuing breach of contract.
- ii. Any waiver of party's rights, powers, or remedies under the contract must dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

25. Severability

If any provision or condition of the contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the contract.

26. Inspection and Audit by the Funding Agency

Pursuant to paragraph 2.2 e. of Annexure 11 Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit, the Funding Agency and/or persons appointed by the Funding Agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Funding Agency. The Contractor's and its Subcontractors' and sub consultants' attention is drawn to Clause 2 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Funding Agency's inspection and audit rights constitute a prohibited

practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Funding Agency’s prevailing sanctions procedures).”

27. Fraud and Corruption:

27.1. The Funding Agency requires compliance with the Funding Agency’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Funding Agency’s Sanctions Framework, as set forth in Annex 11- Fraud and Corruption.

27.2. The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.”

Date :-

.....
Signature of Issuing Officer

We the undersigned having read and fully acquainted myself/ourselves with the contents of the Conditions of Contract and all the Conditions pertaining to the Bid to hereby undertake to supply the aforesaid fertilizers in accordance with the aforesaid Specific Conditions, General Terms and Conditions for Bid Price given in the Price Schedule and Form of Bid.

Name of Company (bidder) :

Address :
.....
.....

Company Seal :

Authorized signature of the bidder:

Tel No : Fax No: E-mail :

Date :

Annexure 1

Specifications of Fertilizer

Type of Fertilizer	Page Nos.
• Triple Super Phosphate	22

Procurement of TSP for Maha Season 2022

Fertilizer specifications

01). Type of Fertilizer- Triple Super Phosphate- Fertilizer Grade (SLS 618:2014)

Moisture and chemical requirements

Sl. No. (1)	Characteristic (2)	Requirement (3)
i)	Moisture, percent by mass	4 maximum
ii)	Total phosphorous as, P ₂ O ₅ , percent by mass	46 minimum
iii)	Water soluble Phosphorus, of the total phosphorus, as, P ₂ O ₅ , percent by mass	80 minimum
iv)	Free phosphoric acid, as, P ₂ O ₅ , percent by mass	3.0 maximum

- Methods of analysis should be **acceptable International** standard methods and should be comply with the Sri Lankan Standard.

Limits for potentially toxic substances

Sl. No. (1)	Element (2)	Limit (3)
i)	Arsenic, as As, mg/kg	25 maximum
ii)	Cadmium, as Cd, mg/kg	3.0 maximum
iii)	Lead, as Pb, mg/kg	30 maximum
iv)	Chromium, as Cr, mg/kg	50 maximum
v)	Mercury, as Hg, mg/kg	1.0 maximum

- Methods of analysis should be **acceptable International** standard methods and should be comply with the Sri Lankan Standard.

General Requirement

-The material shall be granular and free- flowing. It shall be free from hard lumps and visible foreign matter.

Particle size

Not less than 90 percent of the material shall pass through a sieve of aperture size 4.00 mm and shall be retained on 1.00 mm sieve and not more than 5 percent shall be below 1.00 mm sieve.

Annexure 2

Specifications of Packing Bags

Packing for	Page No.
➤ TSP	24-25

Specifications of Packing Bags

For TSP

Dimension of Bags

Length	980mm minimum
Width	600mm minimum

Material

The fabric used in the manufacture of sacks which are not laminated shall be tubular polypropylene fabrics woven on circular looms. The fabric shall be woven to a construction tight enough (**without lamination**) to prevent excessive contents shifting in the event of bag liner failure.

Specification of Fabric (Crushed)

Width of the tape	- 2.5±0.2 mm
Linear density of the tape	- 100 tex minimum

Construction of the weave

Ends per decimeter	- 38 minimum.
Picks per decimeter	- 38 minimum.
Fabric breaking strength	- 700 N minimum.
Bursting strength	- 1600 kN/m ² minimum

Seam

The material used for stitching shall be polypropylene tapes suitably twisted or any other thread suitable for the purpose. The linear density of the stitching yarn shall be at least 1.2 times that of the tape used for making the sack.

Stitching

The bottom and top of the sack shall be sewn with a row of chain stitches. The row of stitches from the edge shall be at a minimum distance of 10 mm. The number of stitches per decimeter shall be between 12 and 15. Stitching shall be done with fold over seam, in a way stitches of which so as to pass through a minimum of 4 layers of the fabric. The minimum depth of fold over seam shall be 20 mm.

Seam Strength

The seam breaking strength of sack shall be not less than 300 N.

Bulk Strength of the Sack

The sack should remain unbroken, after subjecting to the six drops as per the test methods given below:

Mark 1 and 2 on each sack on its two flat sides, 3 and 4 at its two stitched sides and 5 and 6 at two of its diagonally opposite corners. Fill the sacks upto its nominal net content with particular packing material or any other suitable material having bulk density equal to that of the intended packing material to be packed in the sack. Stitch the mouth of the sack approximately 100 mm above the top surface of the packed material. If a hoisting device is used, suspend it on the hoisting device so that the lowest point of the sack is at a height of 1.5+0.03 m above the concrete or cemented surface. Drop the sack onto the surface from a constant height of 1.5 m, so that it meets the surface on specified sides and corners in turn as described in table as given below. Drop the sack freely under gravity. Examine for any breakage of the sack after each drop.

Drop No.	Side/corner where the surface meet
1	Flat side marked 1
2	Stitched side marked 3
3	Corner marked 5
4	Flat side marked 2
5	Stitched side marked 4
6	Corner marked 6

Mouth of the sack

The mouth of the sack shall be selvedged, hemmed or heat-cut to ensure that the tapes do not fray. In case of hemming, the width of hem shall be not less than 10 mm.

Inner Polythene liner

- Material** - Low Density Polyethylene (LDPE)
Thickness - 50 Micro Meters minimum
Length - At least 100 mm more than that of the sack.
Width - At least 25mm more than that of the sack.

Bag Markings :

Ministry of Agriculture, Government of Sri Lanka (As per Annexure 3)

Annexure 3

Bag Markings

MINISTRY OF AGRICULTURE
GOVERNMENT OF SRI LANKA

Page Nos.

1. Marking for Paddy

Front Side

- TSP (46 % as P₂O₅)

27

Back Side

- TSP (46 % as P₂O₅)

28



ශ්‍රී ලංකා රජය
இலங்கை அரசாங்கம்
Government of Sri Lanka

කෘෂිකර්ම අමාත්‍යාංශය
விவசாய அமைச்சு
Agriculture Ministry

පොහොර සහනාධාරය.
මෙම භාණ්ඩය පොදු දේපළ පනතට ගැනෙන්නකි.
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உர மானியம்.
இப்பொருள் பொதுமக்களின் சொத்து.
வீண் விரயம் செய்யாதீர்

Subsidy Fertilizer
This commodity is a public property.
Do not misuse.

කරුණාකර මෙම පොහොර මළ නැවත භාවිතා කිරීම,
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ගබඩා කිරීමට යොදා නොගත යුතුය

பையினை மீள் பயன்படுத்தல், மீள் சுழற்ச்சி மற்றும்
மறு பயன்பாட்டினை உறுதி செய்யுங்கள். உணவு மற்றும்
உணவு பயிர்கள் சேமிப்பதற்கு இப் பையினை பயன்படுத்த வேண்டாம்

Please reuse, recycle and repurpose of this bag responsibly.
Do not use the bag to store food/food crops



TSP (46 % P₂O₅ min)

TSP (46 % P₂O₅ min)

උ.ස.ම
Net Weight
Contract No

MFD

Accredited Analysis Certificate:

Hazards	
GHS labelling	
Pictograms	
NFPA 704 (Fire diamond)	
Flash point	Non-Flammable
Safety Data Sheet (SDS)	ICSC 1178

Name & Address of the Manufacturer

හාච්චය සඳහා උපදෙස් පත්‍රිකාව බලන්න
பயன்பாட்டிற்கான குறிப்புகள் பத்திரத்தை பார்க்கவும்
See the instruction sheet for use

Annexure 4

Form of Bid – 4 A
Price Schedule– 4 B

Procurement of TSP for Maha Season 2022

FORM OF BID

Annexure 4 A

Date of Bid Submission:.....

Bid No:.....

The Chairman, Standing Cabinet Appointed Procurement Committee
Ministry of Agriculture
No. 80/5, "Govijana Mandiriaya"
Rajamalwatta Road, Battaramulla
Sri Lanka.

Dear Sir,

BIDDING FOR THE SUPPLY OF FERTILIZERS IN 50KG BAGS

We the undersigned declare that;

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) We offer to supply in conformity with the Bidding Documents, including Invitations for Bids.
- (c) The total price of our Bid including any discounts offered is:

Payment Terms	Quantity (Mt)	Mode of Shipment (Bulk /Bagged)	United States Dollars (US\$)	
			in figures	in words

(d) We attach hereto the following documents;

- a. Manufacturer's Authorization & Certification.
- b. Analysis Certificates which indicate.
 - (i) Analyzed Result of the Product.
 - (ii) Analyzed Result of the Packing.

- (e) Our bid shall be valid for the period of time specified in ITB Clause 9 and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid accepted, we commit to obtain a performance security in accordance with ITB Clause 20 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 1.3 (b).
- (h) Our firm, its affiliates or subsidiaries-including any subcontractors or suppliers for any part of the contract-has not been declared blacklisted by the Government of Sri Lanka.
- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signature :.....

Name of the person signing the bid:.....

National ID No:.....

Designation:.....

Name & address of the bidder:

.....
.....
.....
.....

(Common Seal)

Procurement of TSP for Maha Season 2022

Price Schedule (4B)

Fertilizer Type [1]	Quantity (Mt) [2]	Mode of Shipment (Bulk or Bagged) [3]	PRICE PER Mt (US\$)						Whether the product & packing offered is in conformity with the specifications laid down (Yes/No)	Name of Fertilizer Manufacturer	Country of origin
			FOB Price [4]	Freight Charges [5]	Bagged and Bagging Charges [6]	At Sight Price [7=4+5+6]	180 days Credit Price	270 days Credit Price			
TSP											
	Total										

Procurement of TSP for Maha Sankranti

Suppliers shipment schedule

Period of Delivery	Vessel Size (Mt)	Port of Destination	Port of Origin	expected date BL	expected berth to the destination port

Authorized Signature & the Official Seal of the Bidder :

Name of the Bidder

Address

Telephone No. : fax:

E-mail Address :

Date :

Annexure 5

Check List

List of documents attached with the Form of Bid.

	Mandatory Requirement	Status	
		Yes	No
01.	Form of Bid (As per Annexure 04 (a) and 4 (b) with water mark allocated for supplier).		
02.	Original Manufacture's Authorization Certification for fertilizer and packing material (As per Annexure 6).		
03.	Original Analysis certificate issued by an accredited independent analysis authority for relevant tender and duly authenticated by the Chamber of Commerce or similar institute in country of origin. (clause no.8.2 of the Condition of Contract).		

Name of Company (bidder) :

Address :

.....

Company Seal :

Authorized signature of the bidder :

Annexure 6

Forms for Manufacturer's Authorization and Certification

Type of Fertilizer	Page No.
➤ TSP	36- 37

For TSP:

*Name, Address and Contract details of Manufacturer
(original Letter Head by the Manufacturer)*

MANUFACTURER'S AUTHORIZATION AND CERTIFICATION

Date(Insert date (as day, month and year of bid submission))

Bid No.

**To: The Chairman,
Standing Cabinet Appointed Procurement Committee,
Ministry of Agriculture,
No.80/5."Govojana Mandiraya",Rajamalwattha Lane, Battharamulla Sri Lanka.**

Whereas, We(Name of the Manufacturer) who are official manufacturers of (insert Type of Fertilizer)..... (Quantity)Metric Tons having factories at(Insert full Address of the Manufacturer factories), do hereby authorize(insert the complete name of the bidder) to submit a bid the purpose of which is to provide the following Fertilizer ,to Ministry of Agriculture, No.80/5,"Govijana Mandiraya", Rajamalwatta Lane, Battarmulla, Sri Lanka (Purchasers), manufactured by us(insert name and or brief description of the Fertilizer), to the Ministry of Agriculture.

We also certify that the specifications of the product and the packing materials are as follows:

a) Specification of the Product - TSP

Moisture content		% by mass	-

Total Phosphorous (as P ₂ O ₅)		% by mass	-

Water soluble Phosphorous of the total Phosphorous (as P ₂ O ₅)		% by mass	-
Free Phosphoric acid (as P ₂ O ₅)		% by mass	-
Arsenic (as As)	mg/kg		-
Cadmium (as Cd)	mg/kg		-
Lead (as Pb)	mg/kg		-
Chromium (as Cr)	mg/kg		-
Mercury (as Hg)	mg/kg		-

For TSP

General Requirements

-

Particle Size

% by mass passing through a sieve of 4.00 mm aperture size -

% by mass retained on a test sieve of 1.00 mm aperture size -

% by mass below on a test sieve of 1.00 mm aperture size -

For Triple Super Phosphate:

(b) Specification of the packing material

Test / Unit	Value /Description
1. Dimensions of the sack, mm	
(a). Length	
(b). Width	
2. Material and Fabric	
3. Fabric requirements	
(a). Width of tape, mm.	
(b). Linear density of tape, tex	
(c). Construction	
i. Ends per dm	
ii. Picks per dm.	
(d). Fabric breaking strength,N	
(e). Bursting Strength, kN/m ²	
4. Seam	
5. Stitching (bottom)	
(a) No. of stitches per 10 cm.	
(b). Distance between row of stitches and the edge, mm	
(c). Depth of fold over seam, mm	
6. Seam Strength, N	
7. Bulk Strength of Sack	
8. Mouth of sack	
9. Inner polythene liner	
(a). Dimension	
Length, mm.	
Width, mm.	
(b). Material	
(c). Thickness, μm.	

We also confirm the availability of the tonnage offered for shipment as specified in the above Bid invitation and certify that we possess or shall possess the capability to produce and deliver the tonnage offered. It is understood that the purchaser intends to fully rely on the certificate.

Manufacturer's Name

Authorized Signature with Seal and Name in Print

Date :

Annexure 7

Forms for Analysis Certificates

Type Of Fertilizer

Page No.

➤ TSP

39-40

For Triple Super Phosphate:

ANALYSIS CERTIFICATE

Name, Address and Contract details of Manufacturer of Accredited Independent Analysis Authority (original Letter Head by the Analysis Authority)
TO WHOM IT MAY CONCERN

With reference to Manufacturer's Certificate of M/s.....(Name of the Manufacturer).....No.....date.....we hereby confirm with a samples of Triple Super Phosphate by(Name of the Bidder) offered from (Name and address of the Manufacturer) under Bid No:was analyzed at(Name and Address of Laboratory), for physical and chemical properties and the results are as follows:-

(a). Test results of the Fertilizer – Triple Super Phosphate

Test	Unit	Method	Results
Moisture content	% by mass		
Total Phosphorous (as P ₂ O ₅)	% by mass		
Water soluble Phosphorous of the total Phosphorous (as P ₂ O ₅)	% by mass		
Free Phosphoric acid (as P ₂ O ₅)	% by mass		
Arsenic (as As)	mg/Kg		
Cadmium (as Cd)	mg/Kg		
Lead (as Pb)	mg/Kg		
Chromium (as Cr)	mg/Kg		
Mercury (as Hg)	mg/Kg		
<u>Particle Size</u>			
passed through a sieve of 4.00 mm	% by mass		
Retained on a sieve of 1.00 mm	% by mass		
Shall be below sieve of 1.00 mm	% by mass		

(b). Test results of the Packing Bags

Test / Unit	Value /Description
1. Dimensions of the sack, mm	
(a). Length	
(b). Width	
2. Material and Fabric	

For Triple Super Phosphate:

3. Fabric requirements	
(a). Width of tape, mm.	

(b). Linear density of tape, tex	
(c). Construction	
i. Ends per dm	
ii. Picks per dm.	
(d). Fabric breaking strength, N	
(e). Bursting Strength, KN/m ²	
4. Seam	
5. Stitching (bottom)	
(a) No. of stitches per 10 cm.	
(b). Distance between row of stitches and the edge, mm	
(c). Depth of fold over seam, mm	
6. Seam Strength, N	
7. Bulk Strength of Sack	
8. Mouth of sack	
9. Inner polythene liner	
(a). Dimension	
Length, mm.	
Width, mm.	
(b). Material	
(c). Thickness, μ m.	

.....
Signature
(Name and Designation of Signatory)
(To be signed on official seal)

Authentication by,

(Name and Address of authenticating Authority.)

.....
(Chamber of Commerce of the Country of Origin).
(To be signed on official seal)
(To be signed on official seal)

Annexure 8

Form of Performance Guarantee

Procurement of TSP for Maha Season 2022

PERFORMANCE GUARANTEE

..... [issuing agency's name and address of issuing branch or office].

Beneficiary: Secretary, Ministry of Agriculture

Date :

PERFORMANCE GUARANTEE NO:

We have been informed that[name of Supplier] (hereinafter called "**the Contractor**") has been awarded under the Bidding No;..... dated[Date of the Letter of Award] by you, for the supply of[Name of the Contract and brief description of the supply] (hereinafter called "**the Contract**").

Furthermore, we understand that, according to the Conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we[name of issuing Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of US\$/= [Amount in figures] [Amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall be valid for a period of **90** days from the date of issuing.

Signature and the Seal of the Guarantor :
Name of the Bank :
Address :
Date :
Witness :

Annexure 9

Shipping Terms

Procurement of TSP for Maha Season 2022

SHIPPING TERMS - C & FFO CONTRACT

1. Prior to confirmation of fixture for loading, the Supplier shall furnish Purchaser the details of vessel's name, IMO number, Flag, Classification Society, P&I Club, year of built, DWT, NRT, GRT, LOA, Beam, number of Holds / Hatches, number of Derricks / Cranes, capacity of Derricks/Cranes, arrival draft for final confirmation of acceptance for the carriage.
2. Cargo shall be shipped in vessels registered under the Flags, which are acceptable to Democratic Socialist Republic of Sri Lanka, only.
3. The performing vessel shall be classified with an internationally accepted Classification Society such as Lloyd's Register, American Bureau of Shipping or equivalent acceptable by the purchasers and underwriters. The vessel should be in the highest category of classification.
4. Supplier shall ensure that the vessel is covered with a comprehensive international P&I Cover, which should be acceptable to Sri Lanka Ports Authority for getting the approval for discharging. The P&I Cover should not be an ad hoc addition to the Hull & Machinery Insurance Policy of the ship. The P&I Insurance of the ship shall cover following;
 - (a) Wreck removal
 - (b) Port/jetty property damages liabilities
 - (c) Oil pollution
 - (d) Crew liabilities
 - (e) Cargo liabilities
 - (f) Third party liabilities
5. Vessel's age should not to be over 15 years. Any extra insurance premiums on cargo on account of vessel's age, Flag, and Class or otherwise shall be for vessel's owners / Supplier's account.
6. Suppliers shall give notice to Purchasers immediately on signing of the B/Ls, sailing date, approximate ETA Colombo, Sri Lanka, Nett/Gross weight and total number of bags and the tonnage loaded on board the ship (Hatch/Hold wise) to purchaser. The Master or the Agent should give advice 10 days provisional notice, 07 days definite notice, followed by 72/48 and 24 hours definite Notice of Arrival (N.O.A.) of the vessel at discharge port. The details of Contact Nos. of the purchasers are given below:

(a) Ceylon Fertilizer Co. Ltd.

Tel: 94-112947765

Fax: 94-112930423

E-mail: pm@lakpohora.lk

(b) Colombo Commercial Fertilizers Ltd. Tel/ Fax: 94-112949091

Fax: 94-112930547

E-mail: commercialpohora@gmail.com

7. Suppliers shall Invoice for the Bill of Lading quantity of cargo immediately on sailing of the vessel from Load Port, and followed up by sending the advance document (non-negotiable copy Bill of Lading and Invoice) by courier service to reach the purchaser at least 3 working days, from the date of shipment to comply with Sri Lanka Customs and Sri Lanka Ports Authority formalities and finalization of clearance documents for berthing of the vessel. In the event of any failure in this regard, laytime shall commence to count only after finalization of Sri Lanka Customs / Sri Lanka Ports Authority documentations and only on acceptance of Notice of Readiness (NOR) and berthing of the vessel.
8. Discharging of cargo shall be in one (01) safe Port and 1-2 safe berths. Any shifting between 1 -2 discharging berths shall not count as laytime or time on demurrage and all shifting expenses shall be on owner's account.
9. Available facilities at the port is given in the Annex 12,
10. Notice of Readiness (NOR) at discharge port to be tendered during normal working hours (0830 hrs - 1615 hrs) Monday to Friday after vessel being granted free pratique, and ready in all respect to discharge the cargo from all hatches. In the event of bulk cargo, it should ready to commence the bagging operation in all respect. The time should count from 1400 hrs same day if Notice of Readiness(NOR)is tendered and accepted before 1200 hrs, and at 0800 hrs on the following day if the NOR is tendered and accepted after 1200 hrs. If all hatches/hooks are not available for discharging on arrival, separate Notice of Readiness should be tendered for the hatches/hooks available subsequently, as and when the hatches are available and time to count as above i.e.1400 hrs or 0800 hrs. Master or his discharge port agent shall record in the NOR the Number of hatches/hooks workable on arrival and their quantities stowed.
11. Notice of Arrival (NOA) shall be tendered on arrival of the vessel outer harbor. However, laytime shall count after Notice of Readiness (NOR) is tendered and accepted according to Clause No. 7&10. The time lost by the vessel, which is having the arrival draft not greater than 9.25m, for waiting outside the harbor for a berth, shall count as laytime. Normal exclusions from laytime are applicable in respect of waiting time [Master or the Chief Officer of the vessel shall record the raining times during the waiting time and shall advise the discharge port agent to incorporate such raining times in the statement of facts (SOF)].

Waiting time for a berth of a vessel having its arrival draft greater than 9.25m, shall not count as lay time or time on demurrage. Waiting time to be counted S added at the beginning of the computation and waiting time will be from the time of the vessel arriving at the outer harbor, to the time vessel heaves anchor to proceed to the discharging berth. Master or his agent should notify receivers in writing of the time at which the vessel arrived and anchored off port, and the time vessel heaves anchor to proceed to alongside the berth. In the event of bagging bulk cargo at Colombo port, all 4 machines should be ready at the time of berthing and issuing Notice of Readiness(NOR).

According to the availability of workable machines, pro-rata reduction will be done to the laytime computation.

12. In instances, where the vessel carries cargo to other consignees, the Supplier/Master shall ensure that the cargo of the Purchaser is stowed evenly in hatch holds to commence discharging of cargo upon berthing. Any waiting time, to be pro-rated to the tonnage consigned to each consignee. However, cargo could be loaded only on the condition that prior approval must be obtained from the Purchaser.

13. In case of any uneven distribution of cargo exceeding 20% between any hatch holds, laytime shall cease to count on completion of each hatch, and the rate of discharge shall be pro-rated.

14. Bulk Cargo - Bagging at Discharge Port

Discharge rate for bulk cargo shall be 2,500Mt for bagging at discharge port per WWD of 24 consecutive hours Sundays and local holidays excluded even if used [PWWD SHEX EIU] on the basis of 4 workable machines and eight delivery points. Discharge rate for bag cargo shall be 1,000Mt for bags at discharge port per WWD of 24 consecutive hours Sundays and local holidays excluded even if used [PWWD SHEX EIU] on the basis of 4 workable machines and eight delivery points. on the basis of 4 workable machines and eight delivery points. If lesser number of machines/delivery points are made available or 8 delivery points are not workable simultaneously, pro-rata reduction shall be made according to the availability of machines.

15. Vessel shall provide and maintain sufficient working order free of expense to the Purchaser, sufficient and suitable Gear for discharging simultaneously. All hatches should be equipped with efficiently working Derricks/Cranes capable of lifting minimum capacity of 3 Mt and maximum of 10 Mt and should be able to operate five (05) hatches/hooks simultaneously, and deviation from this requirement of lifting capacity should be with prior written approval from the purchaser. Vessel shall give free use of Derricks/Cranes with full power, supply light on-board for night work, if required, free of expense to Purchaser. Owners shall guarantee and ensure that all cargo Gear Certificates are valid during the period of carriage and discharging of cargo at the port of discharge. Laytime to be adjusted on account of the slow movement of Derricks/Cranes, if observed that the vessel is not being supplied with full power to work the gear efficiently. In the event that the vessel fails to provide sufficient power to operate discharging gear, Purchaser reserves the right to engage Shore Crane/s and the Supplier shall bear all charges and any other extra expenses.

16. All hatches should be equipped with McGregor steel type mechanical hatch covers.

17. Hatches of over 12 m in length and equipped with more than one Derrick/Crane capable of discharging cargo from forward and after part of the hatches simultaneously, shall be considered as two hatches.

18. First opening and last closing of hatches, removing and fixing of beams and rigging of gear during the discharging operations, shall be always done by and paid by owners and time not to count as laytime or time on demurrage.
19. If cargo is loaded in deep tanks, Alleyways, Lockers and in spaces not accessible to ship's Gear and consequently if there are any extra expenses incurred at discharge port, all such expenses shall be on owner's/ Supplier's account, and time shall not count as laytime or time on demurrage. Supplier shall ensure that cargo is properly stowed, and in the event cargo is loaded haphazardly and unevenly or wet/damaged condition, which could hamper the smooth discharging of cargo, laytime shall be adjusted by the Purchaser as determined by the Joint Survey nominated by both parties accordingly. These information shall be incorporated in the Statement of Facts by the Receiver's Agent duly authenticated by the Master; or otherwise the Sri Lanka Ports Authority Report (AF7) shall be the final and binding document to all the parties concerned to compute the laytime.
20. Only the discharging expenses on cargo at the port of discharge will be on Purchaser's/ Receiver's account and all other Customary dues, Harbor/Tonnage, berthing expenses, crew expenses at discharge port shall be on vessel's owners account. **Suppliers shall ensure that vessel owners shall arrange all Sri Lanka Ports Authority payments payable for vessel's stay in Port of Colombo, Sri Lanka and settled prior to arrival and obtain berthing allocation for the vessel from Control Room, Sri Lanka Ports Authority.**
21. **Demurrage/Dispatch/Short Delivery**

The minimum/maximum and equal Demurrage/Dispatch rate at the discharge port shall be only United State Dollars (USD) 4,000/= for bulk cargo bagged. Supplier shall ensure to recover from the vessel owners of all claims on Dispatch, claim on vessel surcharge, claim on short delivery of cargo, which should be based on the Statement of Facts issued by the master of the vessel or the certificate of delivery of fertilizer issued by SLPA, or any other claims receivable by the Purchaser/Consignee, and be responsible for remittance to Bank. This settlement shall be made within 30 days from the date of claim in the absence of any dispute. In the event of a dispute, claim shall be settled within 45 days of the resolution of such disputes, and any delay in settlement would be subject to an interest charge at 03 months' Secured Overnight Financing Rate (SFOR) based on the claim/s lodged by the Purchaser, from the date of claim until the date of full and final settlement is made. The applicable date shall be the date of payment made by the supplier and the rate shall be US\$ selling rate published by the Central Funding Agency of Sri Lanka on date of payment.

22. Suppliers shall appoint Ceylon Shipping Corporation Ltd., at the time of confirmation of acceptance of the vessel for the carriage to act as discharge port Receivers Agent/Charterer's at Colombo, for carrying vessel, with owners paying customary dues as per Ceylon Association of Shipping Agents Tariff. Owners have the liberty to appoint protective agents on their own and on their account.
23. In the absence of specific stipulation under this Contract, stipulations in the GENCON Charter party Terms (Revised in 1972 and 1976) shall be applicable herein.

24. Purchasers shall ensure that the shipments are covered by internationally reputed underwriters, immediately on acceptance of vessels for the carriage of cargo under FOB or CFR Contracts.

Procurement of TSP for Maha Season 2022

Annexure 10

Form of Contract Agreement

Procurement of TSP for Maha Season 2022

Contract Agreement

CONTRACT NO.

This Contract is made and entered into on this ... day of2022/23 by and between:

.....(Name of the Supplier) a Company registered under the laws of and having Registration No.....and having its registered office at(hereinafter called and referred to as the "**Supplier**") which term or expression as herein used shall mean and include the said(Supplier) and its successors and assigns and Secretary to the Ministry of Agriculture, in the Democratic Socialist Republic of Sri Lanka (hereinafter and referred to as the "**Purchaser**").

WHEREAS the Supplier has been awarded a contract by the Purchaser for the supply of.....Mt offor the delivery in2022.

AND WHEREAS the Supplier and the Purchaser are desirous of setting out the terms and conditions governing the said Contract which when executed shall be the Contract between the parties hereto and shall hereinafter be referred to as the Contract

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

1. The Supplier shall sell and the Purchaser agrees to buyMt of (hereinafter called the "**Product**") in accordance with the following terms and conditions.

1.1 **Product** :(type of fertilizer)in 50 Kg Nett bags.

1.2 **Quantity** :Metric Tons.

1.3 **Specification of Product** : As set out in **Annexure 2** herein

1.4 **Specifications & Markings of Packing Bags** : As set out in **Annexure 2** herein

1.5 **The Supplier warrants that;**

(a) The product shall be manufactured by the manufacturer (Name of the manufacturer) who has been referred to in the application for registration as a pre-qualified registered supplier and whose manufacturers certificate has been submitted along with the bid in accordance with the specifications of the product as set out in the said contract.

(b) It shall not supply to the purchaser under this contract, any products from any other source or manufacturer, the above said manufacturer should have sufficient stock to supply the product required under this contract.

- 1.6 **Country of Origin** :
- 1.7 **Port of Shipment** :
- 1.8 **Expected Delivery Schedule:**

2. Documents Forming Contract

The following documents shall constitute the Contract between the Purchaser and the Supplier and each shall be read and construed as an integral part of the Contract:

- | | | |
|------|--|------------------------------|
| i. | This Contract Agreement | - Annexure 10 |
| ii. | Conditions of Contract | - Part II |
| iii. | Specifications & Markings of Packing Bags | - Annexure 2, & 3 |
| iv. | Manufacturer's Authorization & Certification | - Annexure 6 |
| v. | Analysis Certificate | - Annexure 7 |
| vi. | The Performance Guarantee | - Annexure 8 |
| vii. | Shipping Terms | - Annexure 9 |

3. Price/ Consideration

3.1 Upon the supplier's due performance of its obligations under the provisions of this contract, the Purchaser shall pay the Supplier a firm price of US\$CFR Per Metric Ton of the Product (the 'Contract Price'). The total consideration of the Contract shall be Which shall be adjusted depending on the exact quantity of the Product supplied under this Contract. The total contract consideration payable by the Purchaser to the supplier under the contract shall be final and shall not be exceed subject to any change under any circumstances. The mode and manner of payment shall depend on the terms and conditions of the letter of credit.

3.2 The Prices set out in paragraph 3.1 shall be inclusive of all taxes, duties, levies and like charges that may be payable by the Supplier on the Products in the countries of manufacture. The Supplier confirms that the Prices set out in paragraph 3.1 are fair and reasonable and does not exceed the prices charged or chargeable to any other customer of the Supplier for the same Product.

Note: Local Agency Commission :.....
(Payable Locally in local currency)

4. Default and Termination

4.1 The Purchaser may also, without prejudice to any other remedy of the Purchaser for breach of Contract, whether in terms of this Contract or in law, by written notice of default sent to the Supplier, terminate the Contract in whole or in part-

- (a) if the Supplier, either does not cure its failure to perform its obligations under this Contract within a period of ten (10) calendar days (or such longer period as the Purchaser may authorize in writing) after receipt of a notice of default from the Purchaser specifying the nature of the default(s), and/or
- (b) if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract or any extension thereof granted by the Purchaser; and/or
- (c) if the Supplier fails to perform any other obligation(s) under the Contract.

4.2

- (a) The breach of any of the provisions of the contract including the failure to effect delivery on schedule and non-compliance with the specifications set out for the fertilizer or bags shall entitle the purchaser to terminate the contract and make immediate demand on the Performance Guarantee in addition to any other right or the Purchaser in terms of the Contract arising from the Bid and the Award and/or in law.
- (b) Where the fertilizer is found to be non-compliant with the specifications stipulated, the purchaser shall be entitled to reject same and the supplier shall be required to re-ship the cargo out of Sri Lanka and to meet all costs incurred for that purpose.

4.3 In the event that the Purchaser terminates the Contract in whole or in part pursuant to Clause 4.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Products similar to the Products undelivered, and the Supplier shall be liable to reimburse on demand to the Purchaser for any excess costs for such similar goods and this reimbursement will be without prejudice to any other remedy of the Purchaser for breach of contract, whether in terms of this Contract or in law.

4.4 Notwithstanding anything herein contained the Purchaser shall be entitled to recover on demand from the Supplier all damages arising to it as a result of his failure to carry out all or any of the obligations arising from the said contract.

4.5 Notwithstanding the above, the Supplier shall continue performance of the Contract to the extent not terminated.

5. **Force Majeure**

5.1 In the event that the Supplier or the purchaser is delayed in performing any of their respective obligations under the contract and such delay is caused by Force Majeure, including but not limited, to war, hostility, civil commotions, sabotage

quarantine restrictions, acts of God and acts of Government (including but not restricted to prohibition of exports or import) fires, floods, epidemics, earthquakes, and freight embargoes, such delay may be excused and the period of such delay may be added to the time of performance of the obligation delayed.

5.2 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6. Resolution of Disputes :

6.1 Any dispute arising from or in relation to a Contract entered into with a supplier Shall be settled amicably and shall upon a failure to so settle amicably, be settled by Arbitration in terms of the Arbitration Act No. 11 of 1995 of Sri Lanka.

6.2 The place of Arbitration shall be Colombo, Sri Lanka.

6.3 The Language to be used in the arbitration Proceedings shall be in English.

7. Governing Law :

This Contract inclusive of the Disputes Resolution Clause shall be governed by the laws of Sri Lanka.

8. Notices:

Any notice required to be given hereunder may be delivered in person or given by E-mail, Fax or by sending the same by registered post via pre-paid envelope courier addressed to the party concerned at its address mentioned at the beginning hereof or any other address notified (and expressed to be so notified) to the other parties for the purpose of this paragraph. Any notice so given shall be deemed to have been served at the time of delivery if personally delivered, at the time of dispatch if telexed or faxed and on the second or tenth day respectively after the day on which it was posted in the case of inland or courier. In proving service by post it will be sufficient, (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped, addressed and posted as aforesaid.

Note: Please set out the names, addresses, telephone and fax numbers of those to whom the notices should be sent.

9. Assignments

The supplier shall not assign or delegate any of its obligations under a Contract to any other party without prior written consent of the purchaser and as well as without the valid power of attorney of the supplier.

(a) Sub contracting for the procurement of its commodity purchased hereunder;
and

(b) A sale or encumbrance of substantially all of the Suppliers shares or assets, a merger of Supplier's business or insolvency or receiver ship proceedings in respect of Supplier's business.

10. Interpretation

If the context so requires it, singular means plural and vice versa.

11. Entire Agreement

The contract constitutes the entire agreement between the Purchaser and supplier and supersedes all communications, negotiations and written agreement of parties with respect there to make prior to the date of Contract.

12. Amendments

- a. The SCAPC reserves the right to amend the Bidding document in accordance to the terms and conditions of the contract, subject to the mutual consent of both parties (Supplier & Purchaser).
- b. No amendment or other variation of the contract shall be valid unless it is writing, is dated, expressly refers to the contract, and is signed by Parties to the Contract. Periodical amendments will be considered time to time if required to this document during the calendar year. If so all the qualified suppliers will be notified in advance in respect of the amendments included to this document.

13. Non waiver

- (i) Subject to Sub-Clause13 (ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms & conditions of the contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the contract, neither shall any waiver by either party of any breach of contract operate as waiver of any subsequent or continuing breach of contract.
- (ii) Any waiver of party's rights, powers, or remedies under the contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

14. Severability

If any provision or condition of the contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the contract.

15. Miscellaneous:

15.1 The Supplier shall not assign its duties, rights or responsibilities under this Contract or any part thereof without the prior written consent of the Purchaser.

15.2 The Purchaser hereby reserves the right to recognize a Power of Attorney or any other document issued to by the Supplier to perform any obligation on the Supplier's behalf.

IN WITNESS WHEREOF the Supplier and the Purchaser have caused their common seals to be affixed hereunto and to one other of the same tenor and date as these presents at the places and dates mentioned against their respective seals.

Common Seal of Secretary to the Ministry of Agriculture
was affixed in the
Presence of
.....
on this.....day ofTwo
Thousand & Twenty two

.....
(For the Purchaser)

Common Seal of M/s
....., was affixed in the
presence of Mr.....
.....
At on this day of ,
Two Thousand & Twenty two

.....
(For the supplier)

Witnesses

- 1.
- 2.

Annex 11

Part A- Fraud and Corruption

(Text in this Particular Conditions - Part C shall not be modified)

1. Purpose

1.1 The Funding Agency's Anti-Corruption Guidelines and this annex apply with respect to procurement under Funding Agency Investment Project Financing operations.

2. Requirements

2.1 The Funding Agency requires that Borrowers (including beneficiaries of Funding Agency financing); bidders, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Funding Agency -financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Funding Agency :

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Funding Agency investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Funding Agency's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Funding Agency determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Funding Agency determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Funding Agency to address such practices when they occur, including by failing to inform the Funding Agency in a timely manner at the time they knew of the practices;
- d. Pursuant to the Funding Agency's Anti-Corruption Guidelines and in accordance with the Funding Agency's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Funding Agency-financed contract, financially or in any other manner¹; (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Funding Agency-financed contract; and (iii) to receive the proceeds of any loan made by the Funding Agency or otherwise to participate further in the preparation or implementation of any Funding Agency-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Funding Agency loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Funding Agency to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Funding Agency.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Funding Agency or persons appointed by the Funding Agency to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Annex 12

Port Facilities

Port Restrictions at Colombo/ Available berths.

Quay-ECT 2

Maximum permissible LOA 200 m , Draft 18.0 m and no Beam and Air Draft restrictions.

New North Pier (NNP)

Maximum permissible LOA 200 m , Draft 10.3m (New North Pier / NNP) and no Beam and Air Draft restrictions.

Unity Container Terminal (UCT)

Maximum permissible LOA 180 m , Draft 10 m and no Beam and Air Draft restrictions. Further, if the vessel is arriving with 9.15m Draft, there will be more option of berthing arrangement

Basic Requirements for quay side bagging :

1.) Vessel needs to be equipped with **Cranes or Single swinging Derricks** capable of not less than 20 cycles per hour with SWL of 15m or more.
2.) The vessel Gears needs to have a **minimum outreach of 5.5 m** from vessel's rails.
3.) The vessel Gears need to have a **minimum water line to hook distance (clearance) of 18m** of the normal working angel of the Gear on arrival.
4.) The vessel Owners need to guarantee that vessel's Cranes are able to serve **ALL holds** simultaneously.