

# Part 1

## INSTRUCTIONS TO BIDDERS (ITB)

### 1 Invitation for Bid

1.1 The Government of the Democratic Socialist Republic of Sri Lanka has received emergency financing in the amount of US\$ 350 million equivalent under the World Bank funded Emergency Crisis Response Program (ECPR) of which, US\$ 21 million is to be utilized for Urea procurement for Yala season 2023.

1.2 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 bids from eligible fertilizer Manufacturers, Suppliers and/or their accredited agents for the supply 25,000 Metric tons in one lot as given in the ITB 5.5, for the 2023 Yala season paddy cultivation commencing in March 2023 (hereinafter referred to as “relevant period”) to the Ministry of Agriculture (who is hereinafter referred to as a “Purchaser”).

1.3 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.

1.4 The contract will be awarded to the Bidder offering a substantially responsive Bid and the lowest evaluated cost , subject to the selected Bidder meeting the required eligibility and qualification requirements.

### 1.5 Eligibility and Qualifications

(a) All bidders shall possess legal rights to supply the Goods under this contract. The bidder should submit a certified copy issued by the relevant authority, of the registration/incorporation documents to demonstrate that it is a legally established business entity in its country of origin.

(b) The bidder should have currently valid membership in the International Fertilizer Association (IFA) or equivalent international fertilizer association/body. The bidder should submit a scanned copy of the original of the membership document.

(c) 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 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 submit more than one bid for the same lot in this bidding process.

(d) Bidder shall not be under debarment by either the World Bank or Government of Sri Lanka or Ministry of Agriculture.

## **2 Source of Funding**

The Government of the Democratic Socialist Republic of Sri Lanka has received emergency financing in the amount of US\$ 350 million equivalent under the World Bank funded Emergency Crisis Response Program (ECPR) of which, US\$ 21 million is to be utilized for Urea procurement for Yala season 2023.

## **3 Fraud and Corruption**

- 3.1 Pursuant to paragraph 2 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 World Bank and/or persons appointed by the World Bank 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 World Bank. 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 World Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the World Bank's prevailing sanctions procedures)."
- 3.2. The World Bank requires compliance with the World Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank's Sanctions Framework, as set forth in Annexure 11 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 (IFB), Instructions to Bidders (ITB) (Part 1) and Conditions of Contract (Part 2) together with the Annexures.

## **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. Original Form of Bid and the Price Schedule {Annexure 4 (A) and 4 (B)} signed by the Bidder shall be submitted for bid submission and evaluation purpose.
- 5.3. The Manufacturer's Authorization and Certification/and Analysis Certificate/s shall be in full compliance with the conditions set out in paragraph 7 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 and

packing bags specifications set forth in Annexure 1 & Annexure 2 respectively. All Bids should be accompanied by the original Manufacturer's Authorization and Certification issued by the Manufacturer, 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 manufacture'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 and 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 bid for total quantity of 25,000 Mt of granular urea in bagged form, in accordance with the Invitation For Bid (IFB) according to the schedule below.

#### SHIPPING SCHEDULE

Period of Delivery	Quantity (Mt)	Form	Port of Destination/ Discharge	Vessel Size (Mt)
20.04.2023	25,000	bagged	Colombo	25,000 – 50,000

- 5.6. The following details shall be included in the Price Schedule (Annexure 4B):
- 5.6.1 Cost Insurance and Freight Free on Truck (CIFFOT) price Port of Destination Colombo per Metric Ton in US\$ and total value of the bid. Bidders should offer bags and bagging and quote the price in the price schedule.
- 5.6.2 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.
- 5.6.3 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 to be submitted with the bid

- 6.1. The original of the 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 and 04B with water mark allocated for supplier.
- 6.3. The original of the Bid Security Declaration as per Annexure 05.

- 6.4. The Original Manufacturer's Authorization and Certification as per Annexure 6 issued for relevant bid.
- 6.5. The 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. 7 of the Conditions of Contract).
- 6.6. A Certified copy issued by the relevant authority, of the bidder's registration/incorporation as a legally established business entity in the country of origin of the bidder.
- 6.7. A scanned copy of currently valid membership in the International Fertilizer Association (IFA) or equivalent international fertilizer association/body.
- 6.8. In respect of any local agent,
- 6.8.1 representative or nominee on behalf of the Bidder, a certified copy of the original Certificate of Registration issued by the Registrar of Companies in Sri Lanka.
- 6.8.2 The Bidder shall be registered with the Registrar of Companies in Sri Lanka in accordance with Public Contract Act No. 3 of 1987 of the Government of Sri Lanka and submit the PCA 3 document at the bid submission.
- 6.9 Language of all above documents should be English

## **7.0 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,  
Ground 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.

## **08. Period of Bid Validity and Bid Security Declaration.**

### **8.1 Period of Bid Validity.**

Bids shall remain valid for a period of 42 days from the date of opening (until 06.04. 2023) of the bids. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.

### **8.2 Bid Security Declaration.**

A Bid Security Declaration form shall be submitted by the bidder as per the specimen in the annexure 05, in favor of the Secretary, Ministry of Agriculture.

The Bid Security Declaration should be valid for a period of 56 days from the date of opening (until 20.04.2023 of the bid (as per specimen provided in Annexure 5).

8.3 The bidder shall be suspended from being eligible for contract award in any contract where bids have been invited by any of the Procuring Entity as defined in the Procurement Guidelines published by the National Procurement Agency of Sri Lanka, for the period of time of three years starting on the latest date set for closing of bids of this bid.

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Ministry of Agriculture.
- (b) If the successful Bidder fails to:
  - (i) Sign the Contract in accordance with ITB Clause 18.
  - (ii) Furnish a Performance Security in accordance with ITB Clause 17

## **9. Check List**

A check list shall be submitted satisfying all the mandatory requirements together with the bid. (Annexure 13)

## **10 Rejection of Bids**

- 10.1. Bids received after the specified bid submission deadline shall be rejected and returned unopened to the bidder.
- 10.2. 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;
- 10.3. The results of the Analysis Certificate submitted for the product and packing material are not in compliance with the given product and packing specification.
- 10.4. Bids which offered validity period lesser than 42 days from the date of opening of the bids.
- 10.5. Alternative, optional and conditional bids shall be rejected.

## **11. Specification of Fertilizer and Packing bags**

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

## **12. Evaluation of Bids**

- 12.1. Bids shall be evaluated to assess compliance with the requirements specified in Part-1 and Part-2 of the bidding documents, including technical specifications and other conditions of contract.
- 12.2. Bids which do not substantially comply with the requirements shall be considered as nonresponsive and shall not be eligible for consideration of an award.
- 12.3. The comparison of bid prices shall be on the basis of the CIFFOT
- 12.4. The contract shall be awarded to the Bidder offering a substantially responsive Bid and the lowest evaluated cost, subject to the selected Bidder meeting the required eligibility and qualification requirement.

## **13. Acceptance of Bids**

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.

## **14. 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.

## **15. Appeals**

15.1 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 President Office.

15.2 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.

16. Award of Contract

16.1. Letter of Award shall be issued by the Secretary, Ministry of Agriculture.

16.2. 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.

16.3. 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 to the Conditions of Form of Contract Agreement.

16.4. The SCAPC reserves the right, at time of award to increase/decrease the quantity required, by 25% without any change in price or other terms and conditions.

17. **Performance Guarantee**

17.1. 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 60 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 or minus tolerant limit, as security for the due performance of the contract to the entire satisfaction of the purchaser.

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

17.3. The Performance Security Guarantee shall be from a recognized commercial Bank registered under or accepted by Central Bank of Sri Lanka or reputable foreign bank in any country

17.4. 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 Bank concerned.

17.5. 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.

17.6. 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 Declaration, and to place the name of such Bidder on the list of defaulting contractors.

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

18. **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.

19. **Delivery**

Delivery period shall be within 35 days of the date of Effectiveness of the contract. As per the Direct Disbursement method for payment to be made by the World Bank directly to the supplier's bank, the contract shall become Effective from the date the contract has been signed by both parties.

## 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 type of fertilizer to be procured shall be – Urea (Granular) 25,000 Mt

#### 2 **Specification of Fertilizer**

The fertilizer shall be in compliance with the specifications set out in Annexure 1.

#### 3 **Specification of packing bags**

The bags used for packing the 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 **Shipping Tolerance**

±5%Mt

#### 5 **Delivery**

Delivery period shall be within 35 days of the date of Effectiveness of the contract. As per the Direct Disbursement method for payment to be made by the World Bank directly to the supplier's bank, the contract shall become Effective from the date the contract has been signed by both parties. Expected delivery time frame is given in the Annex 4B.

#### 6 **Mode of shipment**

6.1 Supplier shall ship the fertilizer in bulk to be bagged at the port as per the shipping schedule subject to the conditions in paragraph 6.3 below.

6.2 The fertilizer shall be treated with commonly used anticaking agent to prevent possible caking.

6.3 In the event of bags and bagging materials are accompanied with bulk lot, adequate number of 50 kg empty bags should be provided as per the specification given in Annexure 2. 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 CIF FOT port of destination basis on the shipping terms and conditions as per Annexure 09.

#### 7 **Manufacturer's Authorization and Certification and Analysis Certificate**

7.1 Manufacturer's Authorization and 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.

- 7.2 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.
- 7.3 The bidder can submit separate Manufacture's Certificate and Analysis Certificate with the bid only for all parameters of specifications of packing bags of Annexure 2
- 7.4 Original Manufacture'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.
- 7.5 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).
- 7.6 The Manufacture'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.
- 7.7 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](http://www.treasury.gov.lk)).
- 7.8 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.
- 7.9 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**

### **8 Pre-shipment inspection and Sampling**

- 8.1 The supplier shall agree to a pre-shipment inspection of the consignment, by an Independent Surveyor appointed by the purchaser.
- 8.2 The purchaser shall at its expenses arrange drawing and Analysis of reference samples of the fertilizer from each shipment at the Port of Loading by an independent surveyor appointed by the purchaser while loading.
- 8.2.1 The independent surveyor 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)
- 8.2.2 The list of registered surveyors in the procurement entity should be submitted to National Fertilizer Secretariat (NFS) Sri Lanka.
- 8.3 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.

- 8.4 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.
- 8.5 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.

### **9 Inspection and Sampling at Port of discharge**

- 9.1 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.

9.2 In the event that the Analysis Certificate issued to the Director, NFS by the Laboratory selected according to the Part 2 Clause 9.1 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.

9.2. 1 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.

9.3 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.

9.4 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.

9.5 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'.

9.6 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.

## 10 Shipping Terms

- 10.1 Shipping Terms shall be as per Annexure 9.
- 10.2 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.
- 10.3 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/bagged cargo size
- 10.4 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.

## 11. Documentation to be submitted upon loading

- 11.1 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.
- 11.2 The supplier shall, within 3 working days from the date of shipment, forward to the purchaser by courier the copies of 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 CIFFOT shipments, the Bill of Lading should indicate that freight has been prepaid.
  - c. A copy of a valid insurance coverage for all goods issued in favor of the purchaser to cover all liabilities
  - d. the load port certificate issued by the Independent Surveyor (inspection agency) referred to at paragraph 8 above;
  - e. the Analysis Certificate issued by the Independent Surveyor referred to at paragraph 8 above;
  - 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 11.1 above.

## **12. Documents to be submitted for payment**

The supplier shall submit original copies of the documents specified in paragraph 11.2 above through the purchaser to the funding agency (World Bank). The Director NFS shall submit to the funding agency, the analysis report taken from the Sri Lanka Standards Institution for the fertilizer samples drawn at the port of destination.

## **13 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) working 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.

## **14. Payment Terms**

14.1 100% Payment shall be made by means of Direct Disbursement method through Direct payment by the World Bank to the Supplier's bank, within 5 working days after completion of delivery of whole consignment.

14.2 Method of payment

Direct payment:

1. In this procedure, the requirement is submission of invoice and a signed withdrawal application from the Government. Delivery should have been usually completed.
2. World Bank directly makes payment to the bank account of the supplier.
3. Government should provide the correct payment instructions. Payment would be made in the invoice currency.

## **15. Performance Guarantee**

15.1 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 60 days from contract award 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 or minus tolerant limit, as security for the due performance of the contract to the entire satisfaction of the purchaser.

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

15.3 A Performance Guarantee shall be in the form of an unconditional bank Guarantee. This Bank Guarantee shall be issued by a bank operating in Sri Lanka, approved by the Central Bank of Sri Lanka, or reputable foreign bank in any country shall be submitted together with the bid as per the specimen given in the Annexure 8 in favor of the Secretary, Ministry of Agriculture, for the total Lot or Contractual quantity as follows.

- 15.4 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 Bank concerned.
- 15.5 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.
- 15.6 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 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.
- 15.7 The Performance Guarantee shall be discharged on satisfactory completion of the Contract.

## **16 Resolution of Disputes**

- 16.1 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.

### **16.1.a. Contract with Foreign Supplier**

Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitration place shall be a neutral venue in a country other than the country of the Purchaser and the Supplier.

### **16.1.b Contract with Supplier national of the Purchaser's Country**

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the Arbitration Action No. 11 of 1996 of Sri Lanka.

- 16.2 The language to be used in the arbitration proceedings shall be in English.

## **17 Force Majeure**

- 17.1 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.

17.2 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.

## **18 Consequences of default by the Supplier**

18.1 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.

18.2 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.

18.3 As per Contract the supplier should deliver the specified quantity on CIF FOT basis within the period of 35 days from the date of Effectiveness of the contract . Failure to deliver within the specified delivery period 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%

18.3.1 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.

18.4 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

18.5 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.

18.6 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.

## **19 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.

## **20 Interpretation**

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

## **21 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.

## **22 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.

## **23 Non waiver**

- i. Subject to sub paragraph (ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and 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.

## **24 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.

**25 Inspection and Audit by the World Bank**

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 World Bank and/or persons appointed by the World Bank 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 World Bank. 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 World Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the World Bank's prevailing sanctions procedures)."

**26 Fraud and Corruption**

26.1 The World Bank requires compliance with the World Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank's Sanctions Framework, as set forth in Annex 11- Fraud and Corruption.

26.2 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 Fertilizers

Procurement Of Urea For Yala Season 2023

## Fertilizer specifications

Type of Fertilizer - Urea (Granular) – Fertilizer Grade (SLS 618:2014)

Moisture and chemical requirements

Sl.No. (1)	Characteristic (2)	Requirement (3)
i)	Moisture content, percent by mass	1.0 maximum
ii)	Total Nitrogen content, percent by mass, on dry basis	46 minimum
iii)	Biuret content, percent by mass, on dry basis	1.0 maximum

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

### Limits of potentially toxic substances

Sl. No (1)	Element	Requirement
i)	Arsenic, as As, mg/kg	0.1 maximum
ii)	Cadmium, as Cd, mg/kg	0.1 maximum
iii)	Lead, as Pb, mg/kg	0.1 maximum
iv)	Chromium, as Cr, mg/kg	3.0 maximum
v)	Mercury, as Hg, mg/kg	0.1 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 white in colour, free flowing and in the form of crystal and granule, and shall be free from visible impurities and dust.

Practical Size - Not less than 90 percent of the material shall passes through a sieve aperture size of 4 mm and not more than 5 percent of the material shall passes through a sieve of aperture size of 2 mm

## Annexure 2

# Specifications of Packing Bags

Procurement Of Urea For Yala Season 2023

## Specifications of Packing Bags

The material shall be suitably packed in sound, strong, and moisture- proof multiwall paper bags, jute bags or woven polypropylene bags with polyethylene inner lining having a minimum thickness of 50 µm.

### 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<sup>2</sup> 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

Procurement Of Urea For Yala Season 2023



ශ්‍රී ලංකා රජය  
இலங்கை அரசாங்கம்  
Government of Sri Lanka

කෘෂිකර්ම අමාත්‍යාංශය  
விவசாய அமைச்சு  
Agriculture Ministry

පොහොර සහනාධාරය.  
මෙම භාණ්ඩය පොදු දේපළ පනතට ගැනෙන්නකි.  
අවභාවිතා නොකරන්න.

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,  
ප්‍රතිචක්‍රීකරණය කිරීම හා වෙනත් කාර්යයකට යෙදවීම වගකීමෙන්  
සිදු කළ යුතුය. කිසිවිටෙකත් ආහාර/ආහාර හෝග  
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

UREA (46% N min)

UREA (46% N min)

උ.ස.ම  
Net Weight  
Contract No

MFD

Annexure 4

Form of Bid – 4 A  
Price Schedule – 4 B

Procurement Of Urea For Yala Season 2023

**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**

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 (Bulked/ Bagged)	Unit price (US\$)	Total Price (US\$)	
				In Figures	In words
CIFFOT Port of Destination					

- (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 the ITB clause 8.1, 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 17 for the due performance of the Contract;
- (g) We meet the eligibility requirements and have no conflict of interest in accordance with ITB Sub-Clause 1.5 (c).
- (h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World

Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

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.

- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

- [1] We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption

Signature :.....

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

National ID No:.....

Designation:.....

Name & address of the bidder:

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

(Common Seal)

**Annexure 4B: Price Schedule**

Fertilizer type (1)	Quantity (Mt) (2)	CIFFOT Unit Price Port of Destination (US\$) (3)	CIF FOT Total Price port of Destination(US\$) (2x3 =4)	Whether the product & packing offered is in conformity with the specifications laid down (Yes/No) (5)	Port of Destination (6)	Name of Fertilizer manufacture and country of origin (7)
Granular						

**CIF FOT : Cost Insurance Freight up to the Destination port in bulk form, Free Out to the truck beds in bagged form**

**Suppliers shipment schedule**

Period of Delivery [1]	Vessel Size (Mt) [2]	Port of Destination [3]	Port of Origin [4]	expected date BL [5]	expected berth to the destination port [6]

Authorized Signature & the Official Seal :

..... of the Bidder

Name of the Bidder

.....

Address

.....

Telephone No:

----- fax:.....

E-mail Address

: -----

Date

: -----

Procurement Of Urea For Yala Season 2023

...

Annexure 5  
Bid Security Declaration

Procurement Of Urea For Yala Season 2023

•••  
**Bid Security Declaration**

Date:

Names of Contract :-----

Contract Identification No :-----

Invitation for Bid No :-----

To: Secretary, Ministry of Agriculture We, the under signed, declare that:

1. We understand that, according to instructions to bidders [hereinafter the ITB], bids must be supported by a bid-securing declaration;

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

[a] withdraw our Bid during the period of bid validity period specified; or

[b] do not accept the correction of errors in accordance with the Instructions to Bidders of the Bidding Documents; or

[c] having been notified of the acceptance of our Bid by you, during the period of bid validity, [i] fail or refuse to execute the Contract Form, if required, or [ii] fail or refuse to furnish the performance security or consent for deduction of 10 percent from the value of supply, in accordance with the ITB.

3. We understand this bid securing shall expire if we are not the successful bidder, upon the earlier of [i] our receipt of a copy of your notification to the Bidder that the bidder was unsuccessful; or [ii] twenty eight dates after the expiration of our bid.

4. We understand that if we are a JV, the Bid Securing Declaration must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed [insert signature[s] of authorized representative] In the Capacity of [insert title]

Name

Duly authorized to sign the bid for and on behalf of -----

Dated on -----day of-----, -----.



## Annexure 6

# Forms for Manufacturer's Authorization and Certification

Procurement Of Urea For Yala Season 2023

For Urea (Granular):



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 – Urea (Granular)

Moisture content	% by mass	- .....
Total nitrogen (N) content on dry basis	% by mass	- .....
Biuret content	% 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 Urea (Granular)

***General Requirements*** - .....

**Particle Size**



% by mass passing through a sieve of 4 mm - -----  
 % by mass passing through a sieve of 2 mm - -----

(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 <sup>2</sup>	
4. Seam	
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

Procurement Of Urea For Yala Season 2023

**For Urea (Granular):**



**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 Urea (Granular) 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 – Urea (Granular)

Test	Unit	Method	Results
Moisture content	% by mass		
Total nitrogen content on dry basis	% by mass		
Biuret	% 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 (Granular)</u> passed through a sieve of 4mm	% by mass		
passed through a sieve of 2mm	% by mass		
<u>For (Granular)</u>			
General Requirements			

(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	

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 <sup>2</sup>	
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.	

.....

**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 Urea For Kalya Season 2023

**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 60 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 Urea For Yala Season 2023

**SHIPPING TERMS – CIF FOT 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 and 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 and 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:

Ministry of Agriculture

Tel: 94-112883829

Fax: 94-112863497

E-mail: [procurement\\_sma@agrimin.gov.lk](mailto:procurement_sma@agrimin.gov.lk)

Contact details of two state companies

(a) Ceylon Fertilizer Co. Ltd.

Tel: 94-112947765 Fax: 94-112930423

E-mail: [pm@lakpohora.lk](mailto:pm@lakpohora.lk)

(b) Colombo Commercial Fertilizers Ltd.

Tel: 94-112949091

Fax: 94-112930547

E-mail: [commercialpohora@gmail.com](mailto: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 three ports are 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 and 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

The Supplier shall be responsible for delivery on CIF FOT terms including supply of the fertilizer, bags, bagging and loading on the trucks at the specified port. The trucks will be arranged by the Purchaser. Discharge rate for bulk cargo shall be 3,750 Mt for bagging at discharge port per WWD of 24 consecutive hours Sundays and local holidays excluded even if used [PWWO SHEX EIU] 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/Despatch/Short Delivery

The minimum/maximum and equal Demurrage/Despatch 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 Despatch, 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 the World 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 (SOFR) 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 Bank 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 liability 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 1975 and 1976) shall be applicable herein.

24. Purchaser shall ensure that the shipments are covered by internationally reputed underwriters, immediately on acceptance of vessels for the carriage of cargo under FOB and CIFFOT contracts.

Annexure 10  
Form of Contract Agreement

Procurement Of Urea For Yala Season 2023

# Contract Agreement

CONTRACT NO : .....

This Contract is made and entered into on this ..... day of .....by and between:

.....a Company registered under the laws of ..... bearing 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 ..... and its successors and assigns of the one part and

..... on behalf of the Secretary to the Ministry of Agriculture, 80/5, "Govijana Mandiraya", Rajamalwatta Lane, Battaramulla in the Democratic Socialist Republic of Sri Lanka (*hereinafter and referred to as the "Purchaser"*) which term or expression as herein used shall where the context so requires or admits mean and include the said Secretary to the Ministry of Agriculture, his successors and his assigns of the other part

WHEREAS the Supplier has been awarded a contract by the Purchaser for the supply of .....Mt of **Urea (Granular)**for the delivery in .....

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 buy ..... **Mt of Urea (Granular)**, (*hereinafter called the "Product"*) in accordance with the following terms and conditions.

1.1 **Product** : Urea (Granular)in 50 Kg Nett bags.

1.2 **Quantity** : .....Metric Tons.

1.3 **Specification of Product** : As set out in **Annexure 3** herein

1.4 **Specifications and Markings of Packing Bags** : As set out in **Annexure 4** herein

1.5 **The Supplier warrants that;**

(a) The product shall be manufactured by the manufacturer certificates provided from ;

1.....

2.....

3.....

(b) .....who has been referred to in the application for registration as a pre-qualified registered supplier and whose manufacturer's certificates have been submitted along with the bid in accordance with the specifications of the product as set out in the said contract.

(c) 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 : .....

1.9 Payment Term:

1.9.1. Direct Payment

The requirement is submission of invoice and a signed withdrawal application from the Government. Delivery should have been usually completed. World Bank directly makes payment to the bank account of the supplier. Payment would be made in the invoice currency.

1.9.2. Banking Information

Negotiating Bank of the Supplier: .....

Agent Bank: .....

Swift Code : .....

Account No. : .....

1.9.3. Payment Schedule

- i. Payment will be made directly to the supplier as per the clause 1.9.1 above.
- ii. Advance/partial payment up to 10% of contract value could be made by the World Bank to the supplier if Advance Payment Guarantee is submitted

1.10 Insurance Policy:

Supplier should undertake to obtain a valid insurance coverage for all goods in favor of the purchaser to cover all liabilities.

## 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
- ii. Award Letter
- iii. Duly signed Conditions of Contract including Shipping

- Annexure 1

	Schedule, Power of Attorney, Bid Security Declaration,	
	IFA Certificate and Form of Bid	- Annexure 2
iv.	Specification of Product	- Annexure 3
v.	Specifications and Markings of Packing Bags	- Annexure 4
vi.	Manufacturer's Authorization and Certification	- Annexure 5
vii.	Analysis Certificate	- Annexure 6
viii.	The Performance guarantee	- Annexure 7
ix.	Shipping Terms	- Annexure 8
x.	Conditions on Fraud and Corruption	- Annexure 9
xi.	Addendum (if any)	- Annexure 10

### 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 Per Metric Ton of bulk fertilizer bagged price at the port of destination by the supplier as per the incoterm CIF FOT is US\$..... **and for the total quantity of ..... Mt for total cost of US\$ ..... (United States Dollars ..... Only)** . 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.

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: N/A  
(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. Governing Law :

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

## 6. 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.

Name : ..... **(Purchaser)**  
Designation : Secretary  
Address : Ministry of Agriculture, 80/5, "Govijana Mandiraya",  
Rajamalwatta Lane, Battaramulla  
Telephone : +94 (0) 11 203 4340  
Fax : +94 (0) 11 286 3497  
Email : secretary@agrimin.gov.lk

Name : ..... **(Supplier)**

Designation : .....

Address : .....

Telephone : .....

Fax : .....  
Email : .....

## 7. 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.

## 8. Interpretation

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

### 1. 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 made prior to the date of Contract.

## 9. Amendments

- a. The Standing Cabinet Appointed Procurement Committee (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 and 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 a Parties to the Contract. Periodical amendments will be considered time to time if required to this document during the contract period. If so all the qualified suppliers will be notified in advance in respect of the amendments included to this document.

## 10. Non waiver

- i. Subject to Sub-Clause10 (ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and 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.

## 11. 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.

**12. Miscellaneous:**

12.1 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.

12.2 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 of .....Two

Thousand and Twenty three



.....

(For the Purchaser)

Common Seal of M/s .....

....., was affixed in the

presence of .....

.....

At .....on this .....

day of .....,

Two Thousand and Twenty three



.....

(For the supplier)

Witnesses

1.

2.

# Annexure 11

## Part A- Fraud and Corruption

### 1. Purpose

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

### 2. Requirements

- 2.1 The World Bank requires that Borrowers (including beneficiaries of World Bank 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 World Bank- financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the World Bank:

- 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:
  - i. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank

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

- ii. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the World Bank 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 Bank 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 World Bank to address such practices when they occur, including by failing to inform the World Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the World Bank's Anti- Corruption Guidelines and in accordance with the Bank'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 World Bank-financed contract, financially or in any other manner<sup>1</sup>; (ii) to be a nominated <sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a World Bank-financed contract; and (iii) to receive the proceeds of any loan made by the World Bank or otherwise to participate further in the preparation or implementation of any World Bank-financed project;
- e. Requires that a clause be included in bidding / request for proposals documents and in contracts financed by a bank loan requiring (i) bidders, consultants, contractors, and suppliers and their sub contractors, sub consultants, service providers, suppliers agents personnel, permit the Bank to inspect all 3 accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the World Bank 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.

### HIPG Port operation Hambanthota -Port data

Current Capacity • Container- 200,000 TEUs

- Bulk Cargo- 2.5million tons
- Break Bulk- 950,000 tons
- RO-RO- 396,000units

Operating Hours 24/7

Operating systems Bulk terminal operating system (BTOS)

Currents Variable according to the monsoons

Wind Seasonal south westerly and north easterly

Average wind speed: 6- 8 knots

Location(s) of pilot boarding areas • Lat. 06 degrees 03.92'N

- Long. 081 degrees 07.32'E

Pilotage Is compulsory with 72 hrs. advance notice

Distance from pilot to anchorage • 4.5 - NM

- 01 hrs. at maximum speed allowed by port

Tugs • Are compulsory, 1- 2 tugs will be necessary depending on the

circumstances

- 65T – Bollard pull x 04
- Tugs are local (within 30 minutes of the port)
- Tugs must be ordered 1 hrs. in advance

Emergency services

- Tsunami plan
- Hurricane plan
- Fire safety plan
- Oil spill contingency plan

Fresh water • Method of supply- pipelines

- Supply rate per hour- 30 – 34 Mt per hour
- Analysis reports available

Bathymetric survey • Last conducted- 01st June 2018

- Chart datum- Lowest Astronomical Tide
- Not Done Annually

Preferred side of ship alongside Star board to quay for passenger Port side alongside for Oil & Bunkering

Fenders across the pier • Single Cell Type

- Size- 2.5 m x 3 m
- Spacing- 12 m

Bollards across the pier: • Bollard strength 2000KN, 1000 KN, 750 KN

- Spacing between bollards- 17.5 m • No high wind bollards across the pier.

Height of dock water surface • Highest water- Berth 01 – 06 (approx. 4 m)

- Lowest water- Berth 07 – 11 (approx. 6 m)
- “0” tide

Secure anchorage(s) positions • Centered 06 degrees 04.16’N, 081 degrees 05.93’E

Minimum depth of anchorage Approx. 20 m

Type of bottom Sand

General slope of bottom Generally flat

Maximum LOA allowed LOA - Depend on berth

Depends on the size of the existing cranes (50m outreach) & loading

# Annexure 13

## 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	Bid Security Declaration (As per Annexure 05)		
03.	Original Manufacture’s Authorization Certification for fertilizer and packing material (As per Annexure 6) – <b>Should be in English language.</b>		
04.	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 (As per Annexure 7) – <b>should be in English language.</b>		
05	A Certified copy issued by the relevant authority, of the bidder’s registration/incorporation as a legally established business entity in the country of origin of the bidder ( <b>should be in English language</b> )		
06	A scanned copy of currently valid membership in the International Fertilizer Association (IFA) or equivalent international fertilizer association/body ( <b>should be in English language</b> )		

Name of Company (bidder) : -----

Address : -----

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Company Seal : -----

Authorized signature of the bidder : -----

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Procurement Of Urea For Yala Season 2023