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## THE CEYLON GOVERNMENT GAZETTE

EXTRAORDINARY

අංක 14,879/12 — 1969 නොවැම්බර් 26 වැනි බදාදා — 1969.11.26

No. 14,879/12 — WEDNESDAY, NOVEMBER 26, 1969

(Published by Authority)

### PART I: SECTION (I)—GENERAL

#### Government Notifications

L.D.—B 16/37  
EC—LC/H/532

#### THE EXCISE ORDINANCE

##### Excise Notification No. 578

BY virtue of the powers vested in me by the proviso to sub-section (1) of section 32 of the Excise Ordinance (Chapter 52), I, Wijayananda Dahanayake, Minister of Home Affairs, do by this notification declare that the rule made by me under the aforesaid section and set out in the Schedule hereto shall come into force on 1.12.69.

Colombo, 26.11.1969.

W. DAHANAYAKE,  
Minister of Home Affairs.

#### SCHEDULE

##### RULE

1. (1) Every toddy tavern within the Municipality of Colombo shall, notwithstanding anything to the contrary in any licence for the time being issued in respect of the sale of toddy by retail, remain open between the hours of 7 a.m. and 7 p.m. and shall be kept closed at all other hours.

(2) Every arrack tavern within the Municipality of Colombo shall, notwithstanding anything to the contrary in any licence for the time being issued in respect of the sale of arrack by retail, remain open between the hours of 8 a.m. and 7 p.m. and shall be kept closed at all other hours.

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### Miscellaneous Departmental Notices

#### IMPORT CONTROL NOTICE NO. 24/69

##### Imports on allocations made under France/Ceylon Credit-1969

(THIS NOTICE IS NOT AN INVITATION FOR APPLICATION FOR IMPORTS UNDER ABOVE CREDIT)

THE procedure applicable in regard to the issue of import licences on allocations for imports under the above credit will be as follows :

- (i) Importers whose imports are financed from the above Credit will be issued allocation by this Department or the Regulations Division/Corporation Division of the Ministry of Industries and Fisheries, which will be headed, "France/Ceylon Credit, 1969".
- (ii) On receipt of such allocations, importers will open negotiations with their suppliers in France, and on completion of contracts will instruct their suppliers to forward immediately to the Banque Francaise du Commerce Extérieur (BFCE) No. 21, Boulevard Haussmann 9 (e), Paris, France, three copies of the contract quoting reference to the allocation number of this Department. B.F.C.E. will keep one copy for its files and will remit one to Compagnie Francaise d' Assurance Pour le Commerce Extérieur (COFACE).
- (iii) As soon as B.F.C.E. is satisfied with the financial and technical standing of the suppliers, it will request the approval of the French Authorities 'COFACE' who will deliver the usual insurance guarantees. When these guarantees are received, B.F.C.E. will notify the Controller of Imports and Exports, Colombo, regarding the admission of the contract together with a copy of the contract quoting the allocation number of this Department and the B.F.C.E.'s own identification number of the contract.
- (iv) The allocation letter Number as the case may be of the Controller of Imports and Exports or the Ministry of Industries and Fisheries should be quoted in the contract.

- (v) Action to issue import licences will be taken by this Department on receipt of the notification from B.F.C.E. referred to, at (iii) above.
- (vi) Immediately on receipt of the licences, the importers should arrange with their Banks to initiate action in regard to the financing of the imports in accordance with the directions issued to the Banks by the Central Bank of Ceylon in regard to the subject.
- (vii) Each contract should be for not less than F.F. 100,000 in value.
- (viii) All contracts for imports to be financed from the above credit must have a compulsory arbitration clause referring to the rules of the International Chamber of Commerce in Zurich, Switzerland and stipulating the use of French Law.

The Contracts to be entered into between the Importers and the Suppliers in France referred to in paragraph (ii) should be substantially in the form appended below.

Colombo, November, 25 1969.

V. J. H. GUNASEKARA,  
 Controller of Imports & Exports.

CONTRACT

between  
 hereafter called the importer on one part, and  
 hereafter called the seller on the other part, it has been agreed the following:

I.—Nature and Price of the Goods

- (1) The seller binds himself to supply and the importer binds himself to buy the following items :  
 (Description and quantity of the goods to be supplied)
- (2) The total price of the above-mentioned items to be paid to the seller is on a CIF (\*) basis :  
 C & F (\*)

F. F. : .....

I.—bis—Import Allocation

The buyers declare that they have received from the Ceylonese Authorities an import allocation number.....

II.—Payment

The above mentioned price shall be paid according to the conditions set out in the "Procedure for admission and Financing of Specific Contracts under the France/Ceylon Credit 1969", signed between the Government of Ceylon and Banque Francaise du Commerce Extérieur on 6th November, 1969, the parties being aware of such procedure which is binding upon them.

III.—Partial Shipments

As required by the "Procedure for admission and Financing of Specific Contracts under the France/Ceylon Credit 1969", it is hereby specified that the delivery of the goods mentioned in clause I above shall be effected in.....shipment (s). Consequently, the importer shall take the necessary steps for the remittance in trust to Banque Francaise du Commerce Extérieur of  
 .....sets of 16 promissory notes of  
 .....principal and  
 .....sets of 16 promissory notes of  
 .....interest (\*\*)

IV.—Documents

In accordance with "Procedure for admission and Financing of Specific Contracts under the France/Ceylon Credit 1969" the importer shall request its bank in Ceylon to give to Banque Francaise du Commerce Extérieur irrevocable instructions to deliver the promissory notes representing 95% of the CIF (or C & F) value of each shipment together with the promissory notes for the relating interest against presentation of the following documents :

- invoice in.....copies established for  
 100% of the value of each shipment CIF (\*)  
 C & F (\*)

- .....clean on board bills of lading made out at order of shipper and blank endorsed.
- Certificate of acceptance of the goods in the sellers factory (if such a certificate of acceptance is not required it should be stated here)
- Other documents which may be agreed, between importer and seller (to be enumerated here).

V.—Delivery Time

- The goods stipulated in clause I above shall be shipped, except in the case of unforeseen events, not later than.....month(s) after Banque Francaise du Commerce Extérieur has received ;
- the 5% down payment
- the irrevocable letter of instructions from the Importers bank
- the.....sets of 16 promissory notes of principal and the.....sets of 16 promissory notes of interest stipulated in clause III above.

VI.—Enforcement of the Contract

- This contract will take effect after approval :  
 —of the French Authorities (COFACE and B.F.C.E.)  
 —of the Controller of Imports and Exports, Colombo.

VII.—Technical Guarantees  
 (if any).

VIII.—Arbitration Clause

Any dispute arising between the Buyer and the Supplier shall be settled under the rules of conciliation and arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said rules, and the French law shall apply.

Made in.....on the.....19.....in five originals.

The Importer

The Seller.

(\*) Delete the inappropriate form.

(\*\*) Their number should be the same and equal as the number of anticipated shipments. If several shipments are effected in the same calendar month, being deemed for this purpose, to be only one shipment, i.e. the first one of such month.

**IMPORT CONTROL NOTICE No. 25/69**

(Amendment to Import Control Notice No. 14/65)

**IMPORT OF PROPRIETARY VETERINARY DRUGS**

IMPORTERS are hereby informed that Import Control Notice 14/65 published in *Government Gazette Extraordinary* No. 14,461 of 24.7.65 is amended by the deletion of the item A—V 25 appearing under Manufacturer Whitmoyer Laboratories, U. S. A.

Colombo, November 26, 1969.

V. J. H. GUNASEKARA,  
Controller of Imports & Exports.

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