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இலங்கை பெற்றோலியக் கூட்டுத்தாபனம்  
CEYLON PETROLEUM CORPORATION

09<sup>TH</sup> APRIL 2024

**AMENDMENT NOTICE – 01 (TERM TENDER REF: BK/TERM/GASOLINE (92 UNL)/DTB-MUTHU/2024-2025)**

**RE: BID FOR THE SUPPLY OF A CARGOES OF 1,500,000 BBLs +/-5% OF GASOLINE 92 UNL UNDER EX-STORAGE MODALITY AND / OR 30 DAYS LC FOR DUAL BERTH DISCHARGE AT DOLPHIN TANKER BERTH, COLOMBO AND SPM MUTHURAJAWELA, COLOMBO FOR THE PERIOD OF SIX (06) MONTHS FROM 15/07/2024 - 14/01/2025 - (TERM TENDER REF: BK/TERM/GASOLINE (92 UNL)/DTB-MUTHU/2024-2025)**

THIS IS WITH REFERENCE TO THE SUBJECT TERM TENDER NOTICE NO: COMMERCIAL MANAGER/CEYPETCO/CE/0020 DATED 30<sup>TH</sup> MARCH 2024.

PLEASE NOTE THAT THE FOLLOWING AMENDMENTS ARE MADE TO THE SUBJECT TERM TENDER NOTICE REF: BK/TERM/GASOLINE (92 UNL)/DTB-MUTHU/2024-2025 AS FOLLOWS;

**AMENDMENT NO. 01**

PLEASE NOTE THAT THE SUB CLAUSE NO. 2.12.1. PAYMENT PROIR TO THE DATE OF QUANTITY DRAWN (100% EX-STORAGE MODALITY) - OPTION 01 UNDER THE CLAUSE 2.12. PRICE/PAYMENT IS AMENDED AND REPLACED TO READ AS FOLLOWS;

**2.12.1. PAYMENT PRIOR TO THE DATE OF QUANTITY DRAWN (100% EX-STORAGE MODALITY) – OPTION 01**

DAP COLOMBO PRICE FOR GASOLINE (92 UNL) SHALL BE CALCULATED AS FOLLOWS:

PRICE OFFERED FOR GASOLINE (92 UNL) IN USD PER BARREL ON DAP COLOMBO BASIS (INCOTERMS 2010) SHALL BE THE MONTHLY AVERAGE OF THE MEAN OF PLATTS SINGAPORE PRICE (PGAERY00) OF GASOLINE 92 UNL PUBLISHED UNDER THE HEADING “PLATTS ASIA AND MIDDLE EAST GASOLINE ASSESSMENTS”, IN PLATTS MARKET SCAN OVER THE MONTH BELONGS TO THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN AT COLOMBO PLUS A FIXED PREMIUM/DISCOUNT.

UNDER THE EX-STORAGE MODALITY TOTAL CARGO QUANTITY SHALL BE WITHDRAW WITHIN 30 DAYS FROM THE DATE COMPLETION OF DISCHARGED.

THE FOB BASIS, IF QUOTED BY THE BIDDERS, WILL BE USED FOR REFERENCE PURPOSE ONLY.

01 - 03

AMENDMENT NOTICE – 01 - TERM TENDER REF: BK/TERM/GASOLINE (92 UNL)/DTB-MUTHU/2024-2025

609, දොනිස්ටර් ඩෙ සිල්වා මාවත, කොළඹ 09. இல. 609, டாக்டர் டெனிஸ்டர் த சில்வா மாவத்தை, கொழும்பு 09. 609, DR. DANISTER DE SILVA MAWATHA, COLOMBO 09, SRI LANKA.

0094 11 5455455 - 10 LINES

0094 11 5455400

cpcsec@ceypetco.gov.lk

www.ceypetco.gov.lk

**AMENDMENT NO. 02**

PLEASE NOTE THAT THE SUB CLAUSE NO. **2.12.2. PAYMENT IN THIRTY (30) DAYS AFTER THE B/L DATE THROUGH L/C – OPTION - 02** UNDER THE CLAUSE 2.12. PRICE/PAYMENT IS AMENDED AND REPLACED TO READ AS FOLLOWS;

**2.12.2. PAYMENT IN THIRTY (30) DAYS AFTER THE B/L DATE THROUGH L/C– OPTION 02**

DAP COLOMBO PRICE FOR **GASOLINE (92 UNL)** SHALL BE CALCULATED AS FOLLOWS:

PRICE OFFERED FOR **GASOLINE (92 UNL)** IN USD PER BARREL ON **DAP COLOMBO BASIS (INCOTERMS 2010)** SHALL BE THE MONTHLY AVERAGE OF THE **MEAN OF PLATTS SINGAPORE PRICE (PGAHEY00)** OF **GASOLINE 92 UNL** PUBLISHED UNDER THE HEADING **“PLATTS ASIA AND MIDDLE EAST GASOLINE ASSESSMENTS”**, IN PLATTS MARKET SCAN OVER THE MONTH BELONGS TO THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN AT COLOMBO PLUS A FIXED PREMIUM/DISCOUNT.

**THE FOB BASIS, IF QUOTED BY THE BIDDERS, WILL BE USED FOR REFERENCE PURPOSE ONLY.**

**AMENDMENT NO. 03**

THE SUB CLAUSE **11.1 PAYMENT PROIR TO THE DATE OF QUANTITY DRAWN (100% EX-STORAGE MODALITY) – OPTION 01** UNDER THE CLAUSE 11. DAP COLOMBO PRICE / PAYMENT IN THE DRAFT AGREEMENT (ANNEX – F) IS AMENDED AND REPLACED TO AS FOLLOWS;

**11.1. PAYMENT PRIOR TO THE DATE OF QUANTITY DRAWN (100% EX-STORAGE MODALITY) – OPTION 01**

DAP COLOMBO PRICE FOR **GASOLINE (92 UNL)** SHALL BE CALCULATED AS FOLLOWS:

PRICE OFFERED FOR **GASOLINE (92 UNL)** IN USD PER BARREL ON **DAP COLOMBO BASIS (INCOTERMS 2010)** SHALL BE THE MONTHLY AVERAGE OF THE **MEAN OF PLATTS SINGAPORE PRICE (PGAHEY00)** OF **GASOLINE 92 UNL** PUBLISHED UNDER THE HEADING **“PLATTS ASIA AND MIDDLE EAST GASOLINE ASSESSMENTS”**, IN PLATTS MARKET SCAN OVER THE MONTH BELONGS TO THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN AT COLOMBO PLUS A FIXED PREMIUM/DISCOUNT.

UNDER THE EX-STORAGE MODALITY TOTAL CARGO QUANTITY SHALL BE WITHDRAW WITHIN 30 DAYS FROM THE DATE COMPLETION OF DISCHARGED.

**THE FOB BASIS, IF QUOTED BY THE BIDDERS, WILL BE USED FOR REFERENCE PURPOSE ONLY.**

**AMENDMENT NO. 04**

THE SUB CLAUSE **11.2. PAYMENT IN THIRTY (30) DAYS AFTER THE B/L DATE THROUGH L/C – OPTION 02** UNDER THE CLAUSE 11. DAP COLOMBO PRICE / PAYMENT IN THE DRAFT AGREEMENT (ANNEX – F) IS AMENDED AND REPLACED TO READ AS FOLLOWS;





**11.2. PAYMENT IN THIRTY (30) DAYS AFTER THE B/L DATE THROUGH L/C – OPTION 02**

DAP COLOMBO PRICE FOR **GASOLINE (92 UNL)** SHALL BE CALCULATED AS FOLLOWS:

PRICE OFFERED FOR **GASOLINE (92 UNL)** IN USD PER BARREL ON **DAP COLOMBO BASIS (INCOTERMS 2010)** SHALL BE THE MONTHLY AVERAGE OF THE MEAN OF **PLATTS SINGAPORE PRICE (PGA00)** OF **GASOLINE 92 UNL** PUBLISHED UNDER THE HEADING “**PLATTS ASIA AND MIDDLE EAST GASOLINE ASSESSMENTS**”, IN **PLATTS MARKET SCAN** OVER THE MONTH BELONGS TO THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN AT COLOMBO PLUS A FIXED PREMIUM/DISCOUNT.

**THE FOB BASIS, IF QUOTED BY THE BIDDERS, WILL BE USED FOR REFERENCE PURPOSE ONLY.**

**AMENDMENT NO. 05**

THE SUB CLAUSE **8.1. PRICE OF THE PRODUCT** UNDER THE CLAUSE 8. PAYMENT & INVOICING IN THE MODALITY AGREEMENT (ANNEX – H) IS AMENDED AND REPLACED TO READ AS FOLLOWS;

**8.1. PRICE OF THE PRODUCT**

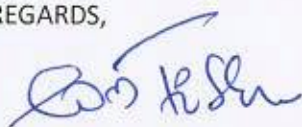
THE PRICE OF PRODUCT SHALL BE ON THE AVERAGE OF THE MOPS PRICE FOR **GASOLINE (92 UNL)** PUBLISHED IN **PLATTS SINGAPORE MARKET SCAN** UNDER THE HEADING “**PLATTS ASIA AND MIDDLE EAST GASOLINE ASSESSMENTS**” IN **PLATTS MARKET SCAN** OVER THE MONTH BELONGS TO THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN AT COLOMBO PLUS A FIXED PREMIUM OF UNITED STATES DOLLARS PER BARREL AS AGREED UNDER THE TENDER/CONTRACT REFERENCE BK/.../2024 AND THE LETTER OF AWARD DATED .....

**AMENDMENT NO. 06**

THE ‘**FORM OF BID**’ (ANNEX – ‘E’) OF THE TENDER DOCUMENT IS AMENDED AND REPLACED AS ATTACHED HEREWITH.

ALL OTHER TERMS AND CONDITIONS ARE SAME AS STIPULATED IN THE TENDER NOTICE NO: COMMERCIAL MANAGER/CEYPETCO/CE0020 DATED 30<sup>TH</sup> MARCH 2024. (TENDER REF: BK/TERM/GASOLINE (92 UNL)/DTB-MUTHU/2024-2025).

REGARDS,



ACTG. COMMERCIAL MANAGER/ CEYPETCO/CE/0022

## FORM OF BID

The Chairman, Special Standing Cabinet Appointed Procurement Committee,  
1<sup>st</sup> Floor, Ceylon Petroleum Corporation, No. 609,  
Dr. Danister De Silva Mawatha,  
Colombo 09, Sri Lanka.

Dear Sir,

**BIDDING FOR THE SUPPLY OF SINGLE CARGOES OF GASOLINE (92 UNL) FOR DUAL BERTH DISCHARGE AT DOLPHIN TANKER BERTH, COLOMBO AND SPM MUTHURAJAWELA, COLOMBO FOR A PERIOD OF SIX (06) MONTHS FROM 15/07/2024 TO 14/01/2025**

**(TENDER REF: BK/TERM/GASOLINE (92 UNL)/DTB-MUTHU/2024-2025)**

I/We the undersigned read and fully acquainted myself / ourselves with the contents of the Conditions of the terms and Contract and all other Conditions pertaining to the above Bid do hereby undertake to supply the Petroleum Products with the specifications and quantities as specified in the tender.

**A. PRICE / PAYMENT**

Product	Contractual cargo quantities	Compliance	Price Base	Premium / Discount on (USD per Bbl)		
				FOB basis	DAP Colombo basis	
					Payment prior to the date of quantity drawn(100% Ex-Storage Modality)	Payment in 30 days through LC after the Bill of Lading (BL) date
		Option – 1	Option – 2			
Gasoline (92Unl)	1,500,000 Bbls +/-5%	Comply / Not comply	FOB Singapore Price (MOPS) of Gasoline 92 Unl (PGAUY00)			
Local Agent and Local Agency Commission (USD) (if any)						

**B. TERMS & CONDITIONS**

BID DOCUMENT CLAUSE REFERENCE	COMPLIANCE
1.8. Bid Security Guarantee (Annex – 'A')	Comply / Not comply
2.2. Contractual cargo quantities (Annex – 'B')	Comply / Not comply
2.3. Delivery	Comply / Not comply
2.4. Important	Comply / Not comply



2.5. Third Party Cargo	Comply / Not comply
2.6. Quality (Compliance to each parameter and notes in Annex – 'E-1' is mandatory)	Comply / Not comply
2.7. Source of supply	Comply / Not comply
2.8. Mode of Loading	Comply / Not comply
2.9.1. Inspection at Load port	Comply / Not comply
2.9.2. Inspection at Discharge port	Comply / Not comply
2.10. Recovery of damages or losses for CEYPETCO due to unacceptable quality	Comply / Not comply
2.11. Out-turn loss	Comply / Not comply
2.12. Price / Payment	Comply / Not comply
2.12.1. Payment Prior to the date of quantity drawn (100% Ex- Storage) under Option -1	Comply / Not comply
2.12.2. Payment in thirty (30) days through LC - under Option -2	Comply / Not comply
2.13. Local Agent & Local Agency Commission	Comply / Not comply
2.14. Title and Risk	Comply / Not comply
2.15. Performance Security Guarantee (Annex – 'D')	Comply / Not comply
2.16. Claims, disputes and recovery of damages or losses for CEYPETCO for late delivery and delivery of lesser quantity than agreed	Comply / Not comply
2.17. Award of the tender	Comply / Not comply
2.18. Delivery of Product at Colombo	Comply / Not comply
2.18.1. Delivery of products for single berth at Dolphin Tanker Berth, Colombo	Comply / Not comply
2.18.2. Delivery of products for single berth at SPM Muthurajawela, Colombo	Comply / Not comply
2.18.3. Delivery of products for dual berth discharge at Dolphin Tanker Berth, Colombo & SPM Muthurajawela, Colombo	Comply / Not comply
2.19.1. Laytime for discharge at Dolphin Tanker Berth, Colombo	Comply / Not comply
2.19.2. Laytime for discharge at SPM Muthurajawela, Colombo	Comply / Not comply

2.19.3. Laytime for dual berth discharge at Dolphin Tanker Berth, Colombo & SPM Muthurajawela, Colombo	Comply / Not comply
2.20. Notice of arrival at Colombo	Comply / Not comply
2.21.1. Requirements of tankers for discharging of product via Dolphin Tanker Berth, Colombo	Comply / Not comply
2.21.2. Requirements of tankers for discharging of product via SPM Muthurajawela, Colombo	Comply / Not comply
2.22. Line flushing at Dolphin Tanker Berth, Colombo	Comply / Not comply
2.23. Line flushing at SPM Muthurajawela, Colombo	Comply / Not comply
2.24. Demurrage	Comply / Not comply
2.25. Force Majeure	Comply / Not comply
2.26. Other requirements	Comply / Not comply
2.27. Submission of Bids	Comply / Not comply
2.27.1.1. & 2.27.1.2. Submission of ANNEX - 'E', ANNEX-'E-1'	Comply / Not comply
2.27.1.4. Submission of a Board resolution authorizing the person who signs the bid or a documented decision of the partners in a partnership as the case may be	Comply / Not comply
2.27.1.5. A letter of Authorization enabling the local agent to submit the bid	Comply / Not comply
2.27.8. Proper authority to the officer who signs the bids (authorized officer) from the respective bidder or the principal for signing all documents related to the bid	Comply / Not comply
2.28. Validity of the offer	Comply / Not comply
2.29. Agreement	Comply / Not comply
Agreement to Amendment Notice(s) [if any]	Comply / Not comply

It should be noted that as described in 2.12. Bidders are informed that,

- \* The premium quoted for the product shall be fixed throughout the Six (06) months contract period commencing from 15/07/2024 - 14/01/2025.
- \*\* The interest rate shall be common to the product and fixed throughout the Six (06) months contract period commencing from 15/07/2024 - 14/01/2025.
- \*\*\*The Local Agency Commission (USD) (if any) shall be fixed throughout the Six (06) months contract period commencing from 15/07/2024 - 14/01/2025.



- I/We confirm that the bid shall remain open for acceptance as mentioned above under validity of bid and that it will not be withdrawn or revoked prior to that date.
- I/We attach hereto the following documents as part of my/our Bid (If any);
- I/We understand that you are not bound to accept the lowest or any other Bid and that you reserve the right to reject any or all Bids or to accept a Bid in full or in part without assigning any reasons therefore.
- I/We undertake to deliver the quantity of Petroleum products referred to above.

Yours Faithfully,

Authorized signature & the official seal of the Bidder : .....

Name of the Bidder : .....

Address : .....

Telephone No. : .....

Fax No. : .....

E-mail : .....

Date : .....

