



**CEYPETCO**  
ENERGIZING THE FUTURE

DATE : 28<sup>TH</sup> FEBRUARY 2025

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## **RE: TENDER FOR THE SUPPLY OF BITUMEN 60/70 & BITUMEN 80/100 – AS/01/2025**

CEYPETCO INVITES FIRM OFFERS FOR THE SUPPLY OF **900 METRIC TONS PLUS/MINUS 5% OF BITUMEN 60/70 & 100 METRIC TONS PLUS/MINUS 5% OF BITUMEN 80/100** IN DRUMS IN **20 FEET FCL** ON CIF COLOMBO BASIS (INCOTERMS 2010) FOR DELIVERY IN COLOMBO IN ONE LOT **ON OR BEFORE 30/04/2025**. TENDERERS SHOULD GUARANTEE THE DELIVERY OF TOTAL PRODUCT AT COLOMBO **ON OR BEFORE 30/04/2025**.

### **1. CIF COLOMBO PRICE**

1.1 CIF COLOMBO PRICE FOR BITUMEN 60/70 SHALL BE AS FOLLOWS:

CIF COLOMBO PRICE FOR BITUMEN 60/70 SHOULD BE QUOTED IN US DOLLARS OR EURO PER METRIC TON FOR PAYMENT 30 DAYS AFTER THE B/L DATE. FOB, INSURANCE, FREIGHT **ON 20' FCL** & LOCAL AGENT'S COMMISSION (IF ANY) SHOULD BE INDICATED SEPARATELY.

1.2 CIF COLOMBO PRICE FOR BITUMEN 80/100 SHALL BE AS FOLLOWS:

CIF COLOMBO PRICE FOR BITUMEN 80/100 SHOULD BE QUOTED IN US DOLLARS OR EURO PER METRIC TON FOR PAYMENT 30 DAYS AFTER THE B/L DATE. FOB, INSURANCE, FREIGHT **ON 20' FCL** & LOCAL AGENT'S COMMISSION (IF ANY) SHOULD BE INDICATED SEPARATELY.

### **FOB LOAD PORT PRICE**

1.3 TENDERER SHOULD ALSO DECLARE THE FOB PRICE AT LOAD PORT IN US DOLLARS OR EURO PER METRIC TON ALONG WITH FREIGHT AND INSURANCE & OTHER CHARGES [INCLUDING LOCAL AGENT'S COMMISSION (IF ANY)] SEPARATELY IN ORDER TO MATCH THE FREIGHT ELEMENT WITH CEYLON SHIPPING CORPORATION LIMITED (CSCL) AS PER CLAUSE (2) BELOW.

### **IMPORTANT**

TENDERER SHOULD DECLARE THE NAME OF THE MANUFACTURER, COUNTRY OF ORIGIN AND EXACT PORT OF LOADING. THE PORT OF LOADING SHOULD BE ANY PORT WHICH IS NOT UNDER U.S. & UN SANCTIONS AND THE SUPPLIER OF BITUMEN 60/70 AND 80/100 SHOULD NOT BE UNDER U.S. & UN SANCTIONS.

### **NOTE**

AS PER THE GAZETTE NOTIFICATION NO. 1842/16 DATED 27/12/2013 OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA, ALL CHARGES ON CONTAINERIZED CARGO WHICH COVER ENTIRE COST OF THE CARRIAGE OF GOODS SUCH AS CHARGES ON FULL CONTAINER LOAD, TERMINAL HANDLING CHARGES, CHARGES FOR THE ISSUANCE OF BILL OF LADING OR FORWARDERS CARGO RECEIPT, CHARGES ON LESS THAN CONTAINER LOAD CARGO (IF APPLICABLE) REFERRED TO IN THE TRANSPORT DOCUMENT FROM THE ORIGIN TO DESTINATION, SHALL BE INCLUDED IN THE ALL-INCLUSIVE FREIGHT SPECIFIED IN THE BILL OF LADING WHICH SHALL BE RECOVERED ONLY FROM THE PARTY WHO IS CONTRACTUALLY BOUND TO PAY THE SAME.

### **2. CARRIAGE BY CSCL VESSEL**

AS PER THE RULES & REGULATIONS OF GOVERNMENT OF SRI LANKA, THE CARGO SHOULD BE SHIPPED ON A VESSEL OF (CSCL) OR A VESSEL NOMINATED BY CSCL UNDER CSCL BILL OF LADING ON FREIGHT PAYABLE AT DESTINATION BASIS, UNLESS A WRITTEN WAIVER IS OBTAINED FROM CSCL BY THE SUPPLIER. ALL COSTS OVER THE FAILURE TO DELIVER THE CARGO VIA CSCL NOMINATED VESSEL WILL BE TO THE ACCOUNT OF SUCCESSFUL SUPPLIER. AT PRESENT THE CSCL PROVIDES REGULAR LINER SERVICES FROM ALL OVER THE WORLD. CONTACT DETAILS OF THE CSCL AGENTS COULD BE OBTAINED FROM THE CSCL WEBSITE [www.cscl.lk](http://www.cscl.lk) OR FROM THE CORPORATIONS' LINER DEPARTMENT ON TEL/FAX NO. 94 11 2325744/2449486.

### 3. PRODUCT SPECIFICATIONS

#### 3.1 **PRODUCT OFFERED SHOULD CONFORM TO CEYPETCO STANDARD SPECIFICATIONS FOR BITUMEN 60/70 AS INDICATED BELOW:**

<u>PROPERTY</u>	<u>TEST METHOD</u>		<u>SPECIFIED LIMIT</u>
	<u>IP</u>	<u>ASTM D</u>	
1. SPECIFIC GRAVITY @ 25/25 DEG. C			1.01 – 1.06
2. PENETRATION @ 25 DEG.C 100 G 5 SECS. 1/10 MM	19	5	60 – 70
3. SOFTENING POINT DEG.C	58	36	48 – 56
4. LOSS ON HEATING FOR 5 HRS.AT 163 DEG.C			
I. LOSS BY WEIGHT PERCENT	45	6	0.2 MAX.
II. PENETRATION AFTER LOSS ON HEATING TEST, PERCENTAGE OF ITS ORIGINAL VALUE	49	5	80 MIN.
5. SOLUBILITY IN CS 2 OR CCL 4 OR TRICHLOROETHYLENE WEIGHT PERCENT		4	99.0 MIN.
6. FLASH POINT COC DEG.C		92	250 MIN.
7. DUCTILITY @ 25 DEG.C (MM)		113	1000 MIN.

#### 3.2 **PRODUCT OFFERED SHOULD CONFORM TO CEYPETCO STANDARD SPECIFICATIONS FOR BITUMEN 80/100 AS INDICATED BELOW:**

<u>PROPERTY</u>	<u>TEST METHOD</u>		<u>SPECIFIED LIMIT</u>
	<u>IP</u>	<u>ASTM D</u>	
1. SPECIFIC GRAVITY @ 25/25 DEG. C			1.01 – 1.06
2. PENETRATION @ 25 DEG.C 100 G 5 SECS. 1/10 MM	19	5	80 – 100
3. SOFTENING POINT DEG.C	58	36	45 – 55
4. LOSS ON HEATING FOR 5 HRS.AT 163 DEG.C			
I. LOSS BY WEIGHT PERCENT	45	6	0.5 MAX.
II. PENETRATION AFTER LOSS ON HEATING TEST, PERCENTAGE OF ITS ORIGINAL VALUE	49	5	80 MIN.
5. SOLUBILITY IN CS 2 OR CCL 4 OR TRICHLOROETHYLENE WEIGHT PERCENT		4	99.0 MIN.
6. FLASH POINT COC DEG.C		92	232 MIN.
7. DUCTILITY @ 25 DEG.C (MM)		113	1000 MIN.

BITUMEN SHOULD BE PREPARED BY REFINING OF PETROLEUM. IT SHOULD BE UNIFORM IN CHARACTER & SHOULD NOT FOAM WHEN HEATED TO 177 DEG. C.

COMPLIANCE TO THE ABOVE SPECIFICATION OF BITUMEN 60/70 & 80/100 SHOULD BE INDICATED IN THE OFFER.

### 4. PAYMENT

4.1 PAYMENT OF GOODS WILL BE MADE 30 DAYS AFTER THE B/L DATE BY AN IRREVOCABLE, NON-ASSIGNABLE, NON-TRANSFERABLE & UNCONFIRMED DOCUMENTARY LETTER OF CREDIT **(AS PER ATTACHED FORMAT – ANNEX – A)** ESTABLISHED THROUGH BANK OF CEYLON, COLOMBO AGAINST THE FOLLOWING DOCUMENTS REQUIRED UNDER THE CLAUSE NO. 46A OF THE L/C:-

- 4.1.1 COMMERCIAL INVOICE.
- 4.1.2 FULL SET 3/3 CLEAN ON BOARD FREIGHT PREPAID BILLS OF LADING TO THE ORDER OF BANK OF CEYLON, COLOMBO AND NOTIFY CEYLON PETROLEUM CORPORATION.
- 4.1.3 CERTIFICATE OF QUALITY ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR.
- 4.1.4 CERTIFICATE OF QUANTITY ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR.
- 4.1.5 CERTIFICATE OF ORIGIN.
- 4.1.6 PACKING LIST.
- 4.1.7 INSURANCE POLICY CERTIFICATE COVERING CIF VALUE PLUS 20%.

IN ADDITION TO THE ABOVE, "CERTIFICATE OF QUALITY/QUANTITY ISSUED OR ENDORSED BY INDEPENDENT INSPECTORS AT COLOMBO" WILL BE CALLED UNDER ADDITIONAL CONDITIONS; CLAUSE 47A OF THE L/C WHICH IS TO BE SUBMITTED TO BUYER DIRECTLY BY THE INDEPENDENT INSPECTORS AND THE BUYER TO INTIMATE TO BANK OF CEYLON, COLOMBO. PAYMENT TO BE RELEASED TO THE BENEFICIARY ONLY AFTER SUBMISSION OF QUALITY/QUANTITY REPORTS AT DISCHARGE PORT COLOMBO BY THE BUYER TO THE BANK OF CEYLON, COLOMBO.

- 4.2 ALL BANK CHARGES OUTSIDE SRI LANKA, IF ANY, WILL BE FOR THE ACCOUNT OF THE BIDDER. IF A CONFIRMED L/C IS REQUIRED BY THE BIDDER THEN IT SHOULD BE INDICATED IN THE OFFER AND THE L/C CONFIRMATION CHARGES SHOULD BE BORNE BY THE BIDDER.
- 4.3 LETTER OF CREDIT ESTABLISHED BY CEYPETCO WILL CALL FOR THE ABOVE DOCUMENTS.
- 4.4 L/C WILL STIPULATE THAT THE MINIMUM LINER DEMURRAGE FREE PERIOD SHOULD BE FOURTEEN (14) WORKING DAYS.

**5. INSURANCE POLICY CERTIFICATE**

THE INSURANCE POLICY TO BE PROVIDED BY THE TENDERER SHOULD COVER FROM THE LOADING POINT TO THE DELIVERY POINT AT THE MUTHURAJAWELA BITUMEN STORAGE YARD AND SHOULD COVER THE FOLLOWING ADDITIONAL RISKS AS WELL;

- 5.1 DAMAGES TO CONTAINER FLOOR BOARD, CONTAINER WALLS AND HINGES
- 5.2 DAMAGES TO STRUCTURE OF THE CONTAINER
- 5.3 SPILLAGE OF BITUMEN FROM DRUMS WHILE TRANSPORTATION
- 5.4 SPILLAGE OF BITUMEN ON TO CONTAINER FLOOR BOARDS AND WALLS WHICH REQUIRES CLEANING
- 5.5 DAMAGES TO BITUMEN DRUMS MAKING THEM UNMARKETABLE

**6. DRUM SPECIFICATIONS**

PRODUCT SHOULD BE SHIPPED IN **NEW STEEL EXPORT QUALITY DRUMS** (SHEET THICKNESS 0.6 MM MINIMUM) PAINTED IN BLACK. NET WEIGHT OF BITUMEN IN A DRUM SHOULD BE BETWEEN 178 KG TO 182 KG. THE LIDS OF DRUMS SHOULD BE **TIGHTLY FASTENED TO PREVENT ANY ACCIDENTAL OPENING** OF LIDS/LEAKING WHILE LOADING IN TO CONTAINERS /DURING SEA TRANSPORT/UNLOADING FROM CONTAINERS/TRANSPORTATION OF DRUMS BY ROAD.

**7. DRUM MARKINGS**

TENDERERS SHOULD GUARANTEE THAT THE DRUM MARKINGS SHOULD BE PROMINENTLY DISPLAYED ON THE BODY OF THE EACH DRUM BY PRINTING AS PER THE SPECIFICATION ATTACHED AS "**ANNEX – B1**" FOR **BITUMEN 60/70** AND "**ANNEX – B2**" FOR **BITUMEN 80/100**, INCLUDING THE BELOW MARKINGS AS WELL;

**SCH. NO. AS/01/2025**  
**BITUMEN GRADE:**  
**NET WT.**  
**GROSS WT.**  
**TARE WT.**

DRUMS WITHOUT APPROPRIATE MARKINGS AND DRUMS WITH THE MARKINGS PASTED ON THE BODY OF THE DRUMS WILL NOT BE ACCEPTED.

**8. NOMINATION OF INDEPENDENT INSPECTORS**

CEYPETCO WILL NOMINATE AN INDEPENDENT INSPECTOR (ITS-CALEB BRETT / GEO-CHEM / SBC ASIA-SAYBOLT / SGS / BUREAU VERITAS) FOR THE PRE-SHIPMENT INSPECTION FOR PRODUCT QUALITY AND QUANTITY, DRUM CONDITION AND DRUM MARKINGS, FILLING PLANT OPERATIONS TO CERTIFY SPECIFIED WEIGHT OF PRODUCT IN TO DRUMS, CONTAINER CONDITION AND STUFFING OF DRUMS IN TO CONTAINERS, PRESENCE OF DUNNAGE BOTH AT LOAD PORT AND AT COLOMBO, AS STIPULATED IN THIS TENDER NOTICE IN CLAUSE 9.5 AND CLAUSE 10.4. THE COST OF INSPECTION AT BOTH LOAD PORT AND AT COLOMBO SHALL BE SHARED EQUALLY BETWEEN THE SELLER & BUYER.

**9. LOAD PORT INSPECTION**

**9.1 PRODUCT QUALITY/QUANTITY REPORT**

THE INDEPENDENT INSPECTOR WILL BE INSTRUCTED TO FORWARD THE QUALITY/QUANTITY REPORT TO THE BUYER'S OFFICE (I.E. CEYPETCO, COMMERCIAL FUNCTION) CARRIED OUT AS PER PRODUCT SPECIFICATIONS MENTIONED IN ITEM (3) ABOVE. A FORMAT OF PRODUCT QUALITY/QUANTITY REPORT WILL BE FORWARDED AT THE TIME OF APPOINTMENT OF INDEPENDENT INSPECTORS.

**9.2 DRUM CONDITION REPORT**

THE INDEPENDENT INSPECTOR WILL BE INSTRUCTED TO REPORT IN DETAIL ON THE CONDITIONS OF DRUMS IN ACCORDANCE WITH ITEM (6) ABOVE, AS PER ITEM (9.2.1) TO (9.2.7) BELOW:-

- 9.2.1 DRUMS USED ARE NEW STEEL EXPORT QUALITY DRUMS.



- 9.2.2 DRUM SHEET THICKNESS IS MINIMUM 0.6 MM.
- 9.2.3 DRUMS ARE FREE FROM SEVERE DENTS.
- 9.2.4 DRUMS ARE PAINTED IN BLACK.
- 9.2.5 DRUM MARKINGS ARE PROMINENTLY DISPLAYED BY PRINTING ON THE BODY OF THE EACH DRUM.
- 9.2.6 REPORT CERTIFYING THE AVERAGE NET WEIGHT OF BITUMEN IN A DRUM (SHOULD BE BETWEEN 178 KG TO 182 KG).
- 9.2.7 THE LIDS OF DRUMS ARE TIGHTLY FASTENED TO PREVENT ACCIDENTAL OPENING OF LIDS/LEAKING WHILE LOADING IN TO CONTAINERS/DURING SEA TRANSPORT/UNLOADING FROM CONTAINERS/TRANSPORTATION OF DRUMS BY ROAD.

### **9.3 CONDITION OF CONTAINERS**

THE INDEPENDENT INSPECTOR SHOULD CERTIFY THAT THE CONTAINERS ARE CARGO WORTHY AND THE INSIDE AND OUTSIDE SURFACES OF CONTAINERS AND FREE OF STRUCTURAL DAMAGES DUE TO MISHANDLING, CORROSIONS AND LACK OF SEAWORTHY PROTECTIVE COATINGS. THE CONTAINER UNDERCARRIAGE BEAMS SHOULD NOT BE DAMAGED, CORRODED.

### **9.4 CONFIRMATION OF CONTAINER WEIGHT**

THE INDEPENDENT INSPECTOR SHOULD CERTIFY THE **CONTAINERS ARE FULLY PACKED WITH BITUMEN DRUMS TO AVOID DRUM MOVEMENT DURING SEA/ROAD TRANSPORTATION.** THE GROSS/NET WEIGHT OF EACH AND EVERY CONTAINER AND THE RELEVANT TALLY SHEETS AT THE LOAD PORT SHOULD BE CERTIFIED BY THE INDEPENDENT INSPECTOR. A LIST OF CONTAINERS INDICATING CONTAINER NUMBER, GROSS WEIGHT, NET WEIGHT, LINER SEAL NUMBERS, INDEPENDENT INSPECTOR'S SEAL NUMBERS SHOULD BE INCORPORATED INTO INDEPENDENT INSPECTORS QUALITY/QUANTITY REPORT.

### **9.5 DUNNAGE**

PLASTIC SHEETS SHOULD BE USED (THICKNESS MORE THAN 0.5 MM) AS DUNNAGE AT THE BOTTOM AND SPREADING UP 1.5 METRES ON THE FOUR WALLS OF THE CONTAINER TO AVOID DAMAGE TO/CLEANING OF/REPLACEMENT OF CONTAINER FLOOR BOARD AND ANY PART OF THE WALLS OF THE CONTAINER.

### **9.6 BUYER'S APPROVAL FOR SHIPMENT**

INDEPENDENT INSPECTOR WILL FORWARD A REPORT ON QUALITY OF PRODUCT CONFORMITY WITH SPECIFICATIONS IN ITEM (3) ABOVE ALONG WITH A REPORT ON "DRUM CONDITIONS/FILLING/STUFFING INTO CONTAINERS" MEETING BUYER'S REQUIREMENT (AS INDICATED IN CLAUSE (6) AND (7) ABOVE AND A REPORT ON CONDITION OF THE CONTAINERS (AS INDICATED IN CLAUSE (9.3) ABOVE) TO THE BUYER. UPON RECEIPT OF THESE THREE REPORTS FROM THE INDEPENDENT INSPECTOR, THE BUYER WILL APPROVE SHIPPING OF THE CONTAINERS AND INFORM THE SELLER ACCORDINGLY.

## **10. DISCHARGE PORT (COLOMBO) INSPECTION**

### **10.1 PRODUCT QUALITY/QUANTITY REPORT**

THE INDEPENDENT INSPECTOR WILL BE INSTRUCTED TO FORWARD THE QUALITY/QUANTITY REPORT TO THE BUYER'S OFFICE (I.E. CPC, COMMERCIAL FUNCTION) CARRIED OUT AS PER PRODUCT SPECIFICATIONS MENTIONED IN ITEM (3) ABOVE.

### **10.2 DRUM CONDITION REPORT**

THE INDEPENDENT INSPECTOR WILL INSPECT THE DRUM UNLOADING OPERATION AT MUTHURAJAWELA BITUMEN STORAGE YARD AND EVALUATE AND REPORT ON THE CONDITION OF DRUMS AT THE POINT OF UNLOADING FROM CONTAINERS.

### **10.3 CONTAINER CONDITION REPORT**

THE INDEPENDENT INSPECTOR WILL INSPECT EACH CONTAINER PRIOR TO LEAVING COLOMBO PORT PREMISES FOR ITEM (10.3.1) BELOW AND UPON ARRIVAL AT MUTHURAJAWELA BITUMEN STORAGE YARD AND PREPARE A REPORT ON ITEMS (10.3.1), (10.3.2) AND (10.3.3) BELOW.

- 10.3.1 SEAL NO'S PRESENT ON THE CONTAINERS (INSIDE PORT AND UPON ARRIVAL AT MUTHURAJAWELA BITUMEN STORAGE YARD OF CPC).
- 10.3.2 CONDITION OF CONTAINERS INCLUDING FLOOR BOARD CONDITION AFTER UNLOADING.
- 10.3.3 DAMAGE TO CONTAINERS AND SPILLAGE DETECTED ON THE FLOOR BOARD/WALLS (IF ANY).

### **10.4 DUNNAGE**

THE INDEPENDENT INSPECTORS WILL INSPECT THE EXISTING CONDITION OF DUNNAGE WHEN THE CONTAINERS ARE ARRIVED AT MUTHURAJAWELA BITUMEN STORAGE YARD OF CPC AND REPORT ON THE EFFECTIVENESS OF THE DUNNAGE USED AT THE LOAD PORT AS PER ITEM (9.5).

## **11. BID SECURITY**

### **11.1 BID SECURITY GUARANTEE**

- 11.1.1 PRIOR TO THE BID OPENING, **ALL BIDDERS SHALL ESTABLISH A BID SECURITY GUARANTEE FOR UNITED STATES DOLLARS TWENTY THOUSAND (US\$ 20,000/=)** FOR THE TENDER UNDERTAKING THAT THE BID WILL BE HELD VALID FOR THE SPECIFIED PERIOD AND THAT THE BID WILL NOT BE WITHDRAWN DURING THAT PERIOD. SUCH SECURITY SHALL BE IN THE FORM OF A BANK GUARANTEE ISSUED/CONFIRMED BY A LICENCED COMMERCIAL BANK IN SRI LANKA, IN FAVOR OF CEYPETCO AND PAYABLE TO THE SAME ON DEMAND. **THE ORIGINAL BID SECURITY GUARANTEE SHALL BE SUBMITTED ALONG WITH THE OFFER.**
- 11.1.2 THE BID SECURITY GUARANTEE SHALL BE VALID FOR A PERIOD MINIMUM THIRTY (30) DAYS FROM THE DATE OF CLOSING OF THE BID. **THE FORMAT OF BID SECURITY GUARANTEE IS ANNEXED HERETO AS "ANNEX – C".**
- 11.1.3 FAILURE TO SUBMIT THE BID SECURITY GUARANTEE IN CONFORMITY WITH THE BID REQUIREMENT ON OR BEFORE THE CLOSING TIME OF BID **BY ANY BIDDER**, WILL RESULT IN THE BID BEING REJECTED. CEYPETCO SHALL BE ENTITLED TO ENCASH THE BID SECURITY GUARANTEE IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO SUBMIT A PERFORMANCE SECURITY GUARANTEE, WITHIN A PERIOD OF SEVEN (07) WORKING DAYS SUBSEQUENT TO WRITTEN INSTRUCTION FROM CEYPETCO.
- 11.1.4 THE BID SECURITY OF THE SUCCESSFUL BIDDER WILL BE RETURNED ONLY AFTER RECEIPT OF THE PERFORMANCE SECURITY GUARANTEE BY THE SUCCESSFUL BIDDER. CEYPETCO SHALL BE ENTITLED TO ENCASH ON THE BID SECURITY GUARANTEE UNLESS A PERFORMANCE SECURITY GUARANTEE IS PROVIDED BY THE SUCCESSFUL BIDDER, ON THE DATE SPECIFIED BY CEYPETCO.
- 11.1.5 THE BID SECURITY GUARANTEE FROM THE UNSUCCESSFUL BIDDERS WILL BE RETURNED TO THEM AFTER THE AWARD IS MADE TO THE SUCCESSFUL BIDDER.

**OR**

### **11.2 CASH DEPOSIT IN UNITED STATES DOLLARS**

- 11.2.1 PRIOR TO THE BID OPENING, BIDDERS SHALL DEPOSIT THE UNITED STATES DOLLARS TWENTY THOUSAND (USD 20,000/=) AMOUNT TO THE ACCOUNT NO. 0001450821 OPERATING IN BANK OF CEYLON, SRI LANKA.
- 11.2.2 THE CASH DEPOSIT SHOULD BE DEPOSITED FOR A MINIMUM THIRTY (30) DAYS FROM THE DATE OF CLOSING OF THE BID.
- 11.2.3 THE SLIP OF THE CASH DEPOSIT SHOULD BE SUBMITTED ALONG WITH THE BID FOR VERIFICATION BY CPC AND ONLY THE BIDS WITH FULLY VERIFIED PAYEMENTS WILL BE CONSIDERED FOR EVALUATION.

### **IMPORTANT**

**PLEASE NOTE THAT ALL BIDDERS IRRESPECTIVE OF WHETHER THEY ARE RECOGNIZED GOVERNMENT OWNED INSTITUTIONS / SUBSIDIARIES AND/OR OIL MAJORS SHALL SUBMIT THE BID SECURITY GUARANTEE / THE SLIP OF THE CASH DEPOSIT ALONG WITH THE OFFER.**

## **12. PERFORMANCE SECURITY GUARANTEE**

- 12.1 THE SUCCESSFUL SUPPLIER/BIDDER **INCLUDING RECOGNIZED GOVERNMENT OWNED INSTITUTIONS/SUBSIDIARIES AND OIL MAJORS**, ON BEING NOTIFIED BY THE CEYPETCO OF THE ACCEPTANCE OF HIS OFFER, SHALL FURNISH AT HIS OWN EXPENSE A PERFORMANCE SECURITY GUARANTEE AFTER THE DATE OF AWARD OF THE BID TO THE SUCCESSFUL TENDERER, WITHIN SEVEN (07) WORKING DAYS BY A LICENCED COMMERCIAL BANK IN SRI LANKA IN FAVOR OF CEYPETCO AND PAYABLE TO THE

CEYPETCO ON DEMAND TO THE VALUE OF **UNITED STATES DOLLARS FORTY THOUSAND (US\$ 40,000/=)**.

- 12.2 THE PERFORMANCE SECURITY GUARANTEE SHALL BE VALID UPTO 30 DAYS FROM THE STIPULATED DELIVERY DATE. THIS SHALL BE COMPLIED BY ALL SUCCESSFUL BIDDERS IRRESPECTIVE OF THEIR CATEGORY, AS INDICATED IN (12.1).
- 12.3 THE SUCCESSFUL SUPPLIER/BIDDER SHOULD STRICTLY ADHERE TO **THE FORMAT OF PERFORMANCE SECURITY GUARANTEE WHICH IS ANNEXED HERETO AS "ANNEX – D"**.
- 12.4 **THE SUCCESSFUL SUPPLIER/BIDDER SHOULD ENSURE AND CLEARLY INDICATE IN THEIR OFFER THAT THEY PROVIDE A PERFORMANCE SECURITY GUARANTEE UPON THE AWARD. FAILURE TO COMPLY THIS REQUIREMENT WILL RESULT IN THE AWARD BEEN CANCELLED, AS IT IS CONSIDERED TO BE A MAJOR DEVIATION.**
- 12.5 IF THE SUCCESSFUL SUPPLIER/BIDDER, FAILS TO FURNISH THE PERFORMANCE SECURITY GUARANTEE AS AFORESAID, HIS NAME WILL BE PLACED IN THE LIST OF DEFAULTING CONTRACTORS. CEYPETCO SHALL THEREFORE, BE ENTITLED IN ITS ABSOLUTE DISCRETION TO MAKE SUITABLE ARRANGEMENTS REQUIRED FOR THE PERFORMANCE OF SUCH TENDER, AS THE CASE MAY BE, AT THE RISK AND EXPENSE OF SUCH DEFAULTED BIDDER.
- 12.6 THE SUCCESSFUL SUPPLIER/BIDDER, IN THE EVENT OF HIS FAILURE TO FURNISH THE PERFORMANCE SECURITY AS REQUIRED UNDER THIS TENDER DOCUMENT, SHALL BE LIABLE FOR ANY LOSSES, COSTS, EXPENSES AND DAMAGES, WHICH CEYPETCO MAY SUSTAIN IN CONSEQUENCE OF SUCH FAILURE AND THE PERFORMANCE SECURITY GUARANTEE, SHALL BE FORFEITED.
- 12.7 THE LETTER OF CREDIT (L/C) FOR THE SHIPMENT WILL BE OPENED ONLY AFTER THE RECEIPT OF PERFORMANCE SECURITY GUARANTEE. THE PERFORMANCE SECURITY GUARANTEE SHALL BE IN FAVOUR OF CEYPETCO.

**13. PENALTY FOR LATE DELIVERY**

IT IS FULLY RESPONSIBLE TO DELIVER THE TOTAL CONSIGNMENTS WITHIN THE AGREED DELIVERY SCHEDULE AS PER THE TENDER. FAILURE TO COMPLY WITH THE AGREED DELIVERY SCHEDULE WILL MAKE THE SUPPLIER IS LIABLE FOR A DELAY PENALTY OF 0.50% OF THE CIF VALUE OF THE DELAYED CARGO PER DAY, UP TO A MAXIMUM OF 5% OF THE CIF VALUE OF THE DELAYED CARGO. THE PENALTY IF APPLICABLE WILL BE DEDUCTED FROM THE L/C PAYMENTS. THE ACCEPTANCE OF ANY PART CARGOS ARRIVE AT A DEALY FOR MORE THAN 10 DAYS WILL BE AT THE SOLE DESCRETION OF CEYPETCO. HOWEVER, THE SUPPLIER/BIDDER WILL BE CONSIDERED AS A NON-PERFORMER.

**14. CLAIMS, DISPUTES AND RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO BY LATE DELIVERY AND DELIVERY OF LESSER QUANTITY THAN AGREED**

ANY CLAIM WHATSOEVER ARISING BETWEEN THE SUCCESSFUL SUPPLIER/BIDDER AND CEYPETCO TO THIS CONTRACT, UNDER THE TERMS OF THIS CONTRACT SHALL BE LODGED IN WRITING WITHIN (60) SIXTY DAYS OF RECEIPT OF PRODUCT BY THE CEYPETCO OR IN THE CASE THE CARGO IS NOT DELIVERED TO CEYPETCO WITHIN SIXTY (60) DAYS OF THE LAST DATE OF DELIVERY AS NOTIFIED BY THE CEYPETCO. OTHERWISE ANY SUCH CLAIM SHALL BE DEEMED TO HAVE BEEN WAIVED.

- 14.1 EVERY ENDEAVOUR SHALL BE MADE TO SETTLE ANY DIFFERENCE OR DISPUTE BETWEEN CEYPETCO AND THE SUCCESSFUL SUPPLIER/BIDDER ARISING FROM ANY TRANSACTION BY MUTUAL NEGOTIATIONS, FAILING WHICH SUCH DIFFERENCES OR DISPUTES SHALL BE SETTLED BY ARBITRATION.
- 14.2 THE VENUE OF ARBITRATION SHALL BE COLOMBO, SRI LANKA.
- 14.3 THE ARBITRATION SHALL FOLLOW UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW (UNCITRAL) PROCEDURES.
- 14.4 THIS TENDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SRI LANKA EXCLUDING ANY CONFLICT OF LAWS AND RULES.
- 14.5 ARBITRATION SHALL BE A CONDITION PRECEDENT TO THE INSTITUTION OF ANY LEGAL ACTION BY EITHER PARTY AGAINST THE OTHER.
- 14.6 IF THE BIDDER FAILS TO DELIVER ANY FULL SHIPMENT UNLESS AGREED FOR AN ALTERNATIVE, CEYPETCO WILL RESERVE THE RIGHT TO FORFEIT THE PERFORMANCE SECURITY GUARANTEE.

**15. FORCE MAJEURE**



THE SUCCESSFUL SUPPLIER/BIDDER OR THE CEYPETCO SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM OR DEMANDS OF ANY NATURE WHATSOEVER, OR BE DEEMED TO BE IN A BREACH OF THIS AGREEMENT BECAUSE OF ANY DELAYS OR FAILURE IN OBSERVING OR PERFORMING ANY OF THE CONDITIONS OR PROVISIONS HEREOF IF SUCH DELAY OR FAILURE WAS CAUSED BY OR AROSE OUT OF ANY CIRCUMSTANCES WHATSOEVER BEYOND THE SUCCESSFUL SUPPLIER'S/BIDDER'S OR CEYPETCO'S CONTROL INCLUDING (BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) DECLARED OR UNDECLARED WAR, SABOTAGE, BLOCKADE, PIRACY OR PIRATICAL SEIZURE OF VESSEL, REVOLUTION, POLICE ACTION, RIOT OR DISORDER, EMBARGO OR TRADE RESTRICTION OF ANY SORT GOVERNMENT OR QUASI GOVERNMENT ACTION, ACT OF GOD, FIRE, FLOOD, EARTHQUAKE, STORM, TIDE OR TIDAL WAVE, EXPLOSION, ACCIDENT, RADIATION, STRIKE, LOCKOUT OR OTHER LABOUR DISPUTE.

**16. CORRECTION OF ERRORS**

WHERE THERE IS A DISCREPANCY BETWEEN THE AMOUNT IN FIGURES AND IN WORDS, THE AMOUNT IN WORD WILL GOVERN.

**17. LOCAL AGENCY COMMISSION**

OFFER SHOULD INDICATE THE LOCAL AGENT'S NAME AND ADDRESS AND THE QUANTUM OF COMMISSION PAYABLE TO LOCAL AGENT, WHICH SHOULD BE INCLUDED IN THE PRICE QUOTED. THE LOCAL AGENT'S COMMISSION WILL BE DEDUCTED FROM THE INVOICE VALUE AND PAID IN SRI LANKA RUPEES.

IT IS REQUIRED TO SUBMIT THE REGISTRATION CERTIFICATE OF LOCAL AGENT ISSUED BY REGISTRAR OF PUBLIC CONTRACT OF SRI LANKA IN TERMS OF THE PUBLIC CONTRACT ACT NO. 3 OF 1987 ON SUBMISSION OF CERTIFICATE PCA3.

**18. OTHER REQUIREMENTS**

THIS BID SHALL BE GOVERNED BY THE TERMS & CONDITIONS OF TRADE FOR TENDERERS REGISTERED WITH THE COMMERCIAL FUNCTION OF CEYPETCO.

**19. SUBMISSION OF OFFERS**

- A) BIDDERS ARE REQUESTED TO SUBMIT BIDS AS PER THE "FORM OF BID" GIVEN IN ANNEX - 'E' AND SHALL STATE THE COMPLIANCE TO THE TENDER TERMS & CONDITIONS LISTED THEREIN. FURTHERMORE, BIDDERS SHALL STATE THE COMPLIANCE TO THE SPECIFICATIONS UNDER CLAUSE (3).
- B) **IT IS MANDATORY TO SUBMIT DULLY FILLED ANNEX - 'E' ALONG WITH THE BID.**
- C) A "DUPLICATE" OF THE BID, WHICH CONTAINS ONE SET OF COPIES OF ALL THE ORIGINAL DOCUMENTS OF THE "ORIGINAL" BID SHALL ALSO BE SUBMITTED. THE "ORIGINAL" AND THE "DUPLICATE" OF THE BIDS SHALL BE SEALED IN SEPARATE ENVELOPS, DULY MARKING THE ENVELOPS AS "ORIGINAL" AND "DUPLICATE" AND SHALL BE MARKED REF: AS/01/2025 ON EACH ENVELOPS. THE ENVELOPS SHALL THEN BE SEALED IN AN OUTER ENVELOP AND SHALL BE MARKED **REF: AS/01/2025**.
- D) ANY FORM OF ALTERNATIVE BIDS ALONG WITH THE ORIGINAL BID SHALL NOT BE PERMITTED. IN THE EVENT IF ALTERNATIVE BIDS HAVE BEEN SUBMITTED BY THE BIDDER, THE SECOND AND SUBSEQUENT ALTERNATIVE BIDS SHALL BE REJECTED. IF THE BIDDER HAS SUBMITTED ORIGINAL BID AND ALTERNATIVE BIDS USING THE SAME BID SECURITY GUARANTEE AND FORM OF BID, SSCAPC RESERVES THE RIGHT TO REJECT ALL BIDS SUBMITTED BY THE BIDDER.
- E) BIDDER SHALL SUBMIT A DETAILED BID, COVERING AND CONFIRMING THAT BIDDER WILL AGREE TO AND ABIDE BY THE ABOVE REQUIREMENTS/ TERMS AND CONDITIONS OF TENDER.
- F) EACH PAGE OF THE COMPLETED BID, PROPERLY SEALED/STAMPED AND SIGNED BY AN AUTHORIZED OFFICER, SHOULD BE ENCLOSED IN AN ENVELOPE WHICH IS TO BE SEALED AFTER ENCLOSING THE BID.
- G) THE ENVELOPE SEALED AS ABOVE AND ADDRESSED TO THE CHAIRMAN, SPECIAL STANDING CABINET APPOINTED PROCUREMENT COMMITTEE (SSCAPC), 1<sup>ST</sup> FLOOR, CEYLON PETROLEUM CORPORATION, NO. 609, DR, DANISTER DE SILVA MAWATHA, COLOMBO 09, SRI LANKA SHOULD BE DEPOSITED IN THE TENDER BOX DESIGNATED FOR THIS TENDER KEPT AT THE AFORESAID ADDRESS **BEFORE 1200 HRS. ON 11<sup>TH</sup> MARCH 2025**.
- H) IN THE EVENT THE BIDS ARE SUBMITTED THROUGH THE LOCAL AGENTS, THE BIDDER SHALL PROVIDE ALONG WITH THE BID A LETTER OF AUTHORIZATION ENABLING THE LOCAL AGENT TO SUBMIT THE BID ON OR BEFORE CLOSING OF THE TENDER.



- I) FAX/E-MAIL QUOTATIONS ARE NOT ENTERTAINED.
- J) PCA 3 CERTIFICATE

**20. VALIDITY OF THE OFFER**

OFFERS CLOSE AT **1200 HRS. SRI LANKA TIME ON TUESDAY 11<sup>TH</sup> MARCH 2025** AND SHOULD BE HELD VALID FOR **ONE WEEK THEREFROM.**

**NOTE**

- (i) BIDDERS ARE REQUESTED TO INITIAL EACH PAGE OF THE BID BY THEIR AUTHORIZED SIGNATORY.
- (ii) WHEN OFFERS ARE SUBMITTED THROUGH THE BIDDER'S LOCAL REPRESENTATIVES, BIDDERS ARE REQUESTED TO SUBMIT A LETTER FROM THE PRINCIPALS THAT THEIR LOCAL AGENT / REPRESENTATIVE IS AUTHORISED TO SUBMIT THE OFFER ON BEHALF OF THEM.
- (iii) PLEASE ALSO NOTE THAT ONLY THOSE WHO HAVE SUBMITTED OFFERS (OR THEIR LOCAL AGENTS) COULD BE PRESENT AT THE TIME OF OPENING OF TENDERS. NO LOCAL AGENT IS PERMITTED TO BRING MOBILE PHONES.

REGARDS



COMMERCIAL MANAGER/CEYPETCO/CE 0016  
28/02/2025

28/02/2025



IRREVOCABLE, NON-ASSIGNABLE & NON-TRANSFERABLE  
DOCUMENTARY LETTER OF CREDIT FORMAT

TRANSMIT THE MESSAGE TO : (NAME OF THE L/C ADVISING BANK)  
SWIFT CODE : .....

L/C NO. :

DATE :

TYPE OF L/C : IRREVOCABLE, NON-ASSIGNABLE AND NON-TRANSFERABLE DOCUMENTARY LETTER OF CREDIT.

DATE AND PLACE OF EXPIRY : .....

NAME AND ADDRESS OF THE APPLICANT : CEYLON PETROLEUM CORPORATION  
609, DR. DANISTER DE SILVA MAWATHA  
BASELINE ROAD, COLOMBO 09, SRI LANKA.

NAME AND ADDRESS OF THE BENEFICIARY : .....  
.....  
.....

CURRENCY AND AMOUNT OF : USD .....  
IN FIGURES AND WORDS : (UNITED STATES DOLLARS .....)

TOLERANCE IN L/C AMOUNT : PLUS/MINUS 5 PCT.

CREDIT AVAILABLE WITH : .....

CREDIT AVAILABLE BY : NEGOTIATION

DRAFTS AT : 30 DAYS AFTER B/L DATE AS PER PAYMENT TERMS.

PRICE : PRICE OFFERD FOR BITUMEN 60/70 AND BITUMEN  
80/100 SHOULD BE USD/EURO ..... PER METRIC  
TON CIF COLOMBO, SRI LANKA.

PAYMENT TERMS : 100 PCT. OF THE CIF VALUE OF GOODS WILL BE  
RELEASED AGAINST THE DOCUMENTS MENTIONED  
UNDER "DOCUMENTS REQUIRED" AND CERTIFICATE  
OF QUALITY/QUANTITY ISSUED OR ENDORSED BY  
INDEPENDENT INSPECTORS AT COLOMBO TO BE  
SUBMITTED TO THE BUYER DIRECTLY BY THE  
INDEPENDENT INSPECTORS AND THE BUYER TO  
INTIMATE TO BANK OF CEYLON/PEOPLE'S BANK,  
COLOMBO PAYMENT TO BE RELEASED TO THE  
BENEFICIARY ONLY AFTER SUBMISSION OF  
QUALITY/QUANTITY REPORTS AT DISCHARGE PORT  
COLOMBO BY THE BUYER TO THE PEOPLE'S BANK AS  
MENTIONED UNDER ADDITIONAL CONDITIONS 47A.  
DRAFT SHOULD BE DRAWN FOR 100 PCT. OF THE  
CREDIT VALUE.

DRAFTS TO BE DRAWN ON : BANK OF CEYLON/PEOPLE'S BANK, COLOMBO, SRI  
LANKA

CONFIRMATION INSTRUCTIONS : NOT REQUIRED

PARTIAL SHIPMENTS : PERMITTED

TRANSSHIPMENTS : PERMITTED

PORT OF LOADING : .....

PORT OF DISCHARGE : COLOMBO, SRI LANKA



LATEST SHIPMENT DATE : .....

DESCRIPTION OF GOODS : 900 METRIC TONS PLUS/MINUS 5 PCT. OF BITUMEN GRADE 60/70 AND 100 METRIC TONS PLUS/MINUS 5 PCT. OF BITUMEN GRADE 80/100 AS PER OFFER REF: ..... DATED ....., AND CEYLON PETROLEUM CORPORATION TENDER NOTICE NO. AS/01/2025 DATED 28/02/2025.

SHIPMENT TERMS : CIF COLOMBO

**DOCUMENTS REQUIRED:**

- (1) DRAFT FOR 100.00 PERCENT OF THE INVOICE VALUE.
- (2) MANUALLY SIGNED COMMERCIAL INVOICES IN 2 ORIGINALS INDICATING FOB, FREIGHT AND INSURANCE.
- (3) PACKING LIST IN 2 ORIGINALS.
- (4) 3/3 ORIGINALS SHIPPED CLEAN ON BOARD MARINE BILLS OF LADING CONSIGNED TO THE ORDER OF BANK OF CEYLON/PEOPLE'S BANK, COLOMBO ENDORSED AND MARKED FREIGHT PREPAID, NOTIFY CEYLON PETROLEUM CORPORATION, COLOMBO.
- (5) 1 ORIGINAL CERTIFICATE OF QUALITY ISSUED OR ENDORSED BY INDEPENDENT INSPECTORS AT LOAD PORT CONFORMING THE QUALITY OF BITUMEN 60/70 AND BITUMEN 80/100 TO THE CONTRACTUAL SPECIFICATIONS QUOTED UNDER THE ADDITIONAL CONDITIONS.
- (6) 1 ORIGINAL CERTIFICATE OF QUANTITY ISSUED OR ENDORSED BY INDEPENDENT INSPECTORS AT LOAD PORT.
- (7) 1 ORIGINAL CERTIFICATE OF ORIGIN.
- (8) 1 ORIGINAL INSURANCE POLICY CERTIFICATE COVERING CIF VALUE PLUS 20%. THE INSURANCE POLICY SHOULD COVER FROM THE LOADING POINT TO THE DELIVERY POINT AT THE MUTHURAJAWELA BITUMEN STORAGE YARD AND SHOULD COVER THE FOLLOWING ADDITIONAL RISKS AS WELL;
  - (I) DAMAGES TO CONTAINER FLOOR BOARD, CONTAINER WALLS AND HINGES.
  - (II) DAMAGES TO STRUCTURE OF THE CONTAINER.
  - (III) SPILLAGE OF BITUMEN FROM DRUMS WHILE TRANSPORTATION.
  - (IV) SPILLAGE OF BITUMEN ON TO CONTAINER FLOOR BOARDS AND WALLS WHICH REQUIRES CLEANING.
  - (V) DAMAGES TO BITUMEN DRUMS MAKING THEM UNMARKETABLE.
- (9) CERTIFICATE FROM THE BENEFICIARY STATING THAT ONE COPY EACH OF THE DOCUMENTS CALLED FOR UNDER THE LETTER OF CREDIT HAS BEEN DISPATCHED BY COURIER SERVICE DIRECT TO THE COMMERCIAL MANAGER, CEYLON PETROLEUM CORPORATION, 609, DR. DANISTER DE SILVA MAWATHA, BASELINE ROAD, COLOMBO 09, SRI LANKA, WITHIN SEVEN (07) DAYS OF SHIPMENT.

**ADDITIONAL CONDITIONS :**

BITUMEN 60/70 SHOULD BE WITHIN THE SPECIFICATIONS MENTIONED BELOW:-

PROPERTY	TEST METHOD		SPECIFIED LIMIT
	IP	ASTM D	
1. SPECIFIC GRAVITY @ 25/25 DEG.C			1.01 - 1.06
2. PENETRATION @ 25 DEG.C 100 G 5 SECS. 1/10 MM	19	5	60 - 70
3. SOFTENING POINT DEG.C	58	36	48 - 56
4. LOSS ON HEATING FOR 5 HRS. AT 163 DEG.C			
I. LOSS BY WEIGHT PERCENT	45	6	0.2 MAX.
II. PENETRATION AFTER LOSS ON HEATING TEST, PERCENTAGE OF ITS ORIGINAL VALUE	49	5	80 MIN.
5. SOLUBILITY IN CS 2 OR CCL 4 OR TRICHLOROETHYLENE WEIGHT PERCENT		4	99.0 MIN.
6. FLASH POINT COC DEG.C		92	250 MIN.
7. DUCTILITY @ 25 DEG.C (MM)		113	1000 MIN.



BITUMEN 80/100 SHOULD BE WITHIN THE SPECIFICATIONS MENTIONED BELOW:-

PROPERTY	TEST METHOD		SPECIFIED LIMIT
	IP	ASTM D	
1. SPECIFIC GRAVITY @ 25/25 DEG.C			1.01 - 1.06
2. PENETRATION @ 25 DEG.C 100 G 5 SECS. 1/10 MM	19	5	80 - 100
3. SOFTENING POINT DEG.C	58	36	45 - 55
4. LOSS ON HEATING FOR 5 HRS. AT 163 DEG.C			
I. LOSS BY WEIGHT PERCENT	45	6	0.5 MAX.
II. PENETRATION AFTER LOSS ON HEATING TEST, PERCENTAGE OF ITS ORIGINAL VALUE	49	5	80 MIN.
5. SOLUBILITY IN CS 2 OR CCL 4 OR TRICHLOROETHYLENE WEIGHT PERCENT		4	99.0 MIN.
6. FLASH POINT COC DEG.C		92	232 MIN.
7. DUCTILITY @ 25 DEG.C (MM)		113	1000 MIN.

BITUMEN HAS BEEN PRODUCED BY THE REFINING OF PETROLEUM. IT SHOULD BE UNIFORM IN CHARACTER AND SHOULD NOT FOAM WHEN HEATED TO 177 DEG. C.

#### CONDITION OF DRUMS

PRODUCT SHOULD BE SHIPPED IN NEW STEEL EXPORT QUALITY DRUMS (SHEET THICKNESS IS MINIMUM 0.6 MM) PAINTED IN BLACK. NET WEIGHT OF BITUMEN IN A DRUM SHOULD BE 180 KG PLUS/MINUS 2 KG. THE LIDS OF DRUMS SHOULD BE TIGHTLY FASTENED TO PREVENT ACCIDENTAL OPENING OF LIDS/LEAKING WHILE LOADING IN TO CONTAINERS/DURING SEA TRANSPORT/UNLOADING FROM CONTAINERS/TRANSPORTATION OF DRUMS BY ROAD.

#### CONDITION OF CONTAINERS

PRODUCT SHOULD BE SHIPPED IN 20' FCLs. THE INDEPENDENT INSPECTOR SHOULD CERTIFY THAT THE CONTAINERS ARE CARGO WORTHY AND THE INSIDE AND OUTSIDE SURFACES OF CONTAINERS AND FREE OF STRUCTURAL DAMAGES DUE TO MISHANDLING, CORROSIONS AND LACK OF SEAWORTHY PROTECTIVE COATINGS. THE CONTAINER UNDERCARRIAGE BEAMS SHOULD NOT BE DAMAGED, CORRODED. THE CONTAINERS SHOULD BE FULLY PACKED WITH BITUMEN DRUMS TO AVOID DRUM MOVEMENT DURING SEA/ROAD TRANSPORTATION.

#### DUNNAGE

PLASTIC SHEETS SHOULD BE USED (THICKNESS MORE THAN 0.5 MM) AS DUNNAGE AT THE BOTTOM AND SPREADING UP 1.5 METRES ON THE FOUR WALLS OF THE CONTAINER TO AVOID DAMAGE TO/CLEANING OF/REPLACEMENT OF CONTAINER FLOOR BOARD AND ANY PART OF THE WALLS OF THE CONTAINER.

- (2) CERTIFICATE OF QUALITY/QUANTITY ISSUED OR ENDORSED BY INDEPENDENT INSPECTORS AT COLOMBO TO BE SUBMITTED TO THE BUYER DIRECTLY BY THE INDEPENDENT INSPECTORS AND THE BUYER TO INTIMATE TO PEOPLE'S BANK, COLOMBO. PAYMENT TO BE RELEASED TO THE BENEFICIARY ONLY AFTER SUBMISSION OF QUALITY/QUANTITY REPORTS AT DISCHARGE PORT COLOMBO BY THE BUYER TO THE PEOPLE'S BANK.
- (3) TELEGRAPHIC TRANSFER REIMBURSEMENT IS PERMITTED.
- (4) THIRD PARTY DOCUMENTS ARE ACCEPTABLE EXCEPT COMMERCIAL INVOICE AND DRAFT.
- (5) BANK CHARGES INCURRED BY APPLICANT'S BANK ARE FOR APPLICANT'S ACCOUNT. ALL BANK CHARGES INCURRED BY BENEFICIARY'S BANK INCLUDING CONFIRMATION AND NEGOTIATION CHARGES ARE FOR BENEFICIARY'S ACCOUNT.
- (6) MINIMUM LINER DEMURRAGE FREE PERIOD AT COLOMBO SHOULD BE FOURTEEN (14) WORKING DAYS.
- (7) FAILURE TO COMPLY WITH THE AGREED DELIVERY SCHEDULE (I.E. FROM 15/04/2019 TO 30/04/2019) WILL MAKE THE BENEFICIARY IS LIABLE FOR A DELAY PENALTY OF 0.50% OF THE CIF VALUE OF THE DELAYED CARGO PER DAY, UP TO A MAXIMUM OF 5% OF THE CIF VALUE OF THE DELAYED CARGO. THE PENALTY IF APPLICABLE WILL BE DEDUCTED FROM THE L/C PAYMENTS.
- (8) ORIGINALS OF THE SHIPPING DOCUMENTS SHOULD BE RECEIVED TO OUR BANK AT LEAST 03 DAYS PRIOR TO THE ARRIVAL OF SHIP AT COLOMBO PORT. IF NOT THE BENEFICIARY SHOULD GIVE THEIR CONSENT TO THE LOCAL SHIPPING AGENT TO ISSUE THE DELIVERY ORDER AGAINST SHIPPING GUARANTEE WITH ALL APPLICABLE COSTS INCLUDING BANK CHARGES TO THE BENEFICIARY'S ACCOUNT.

*20*

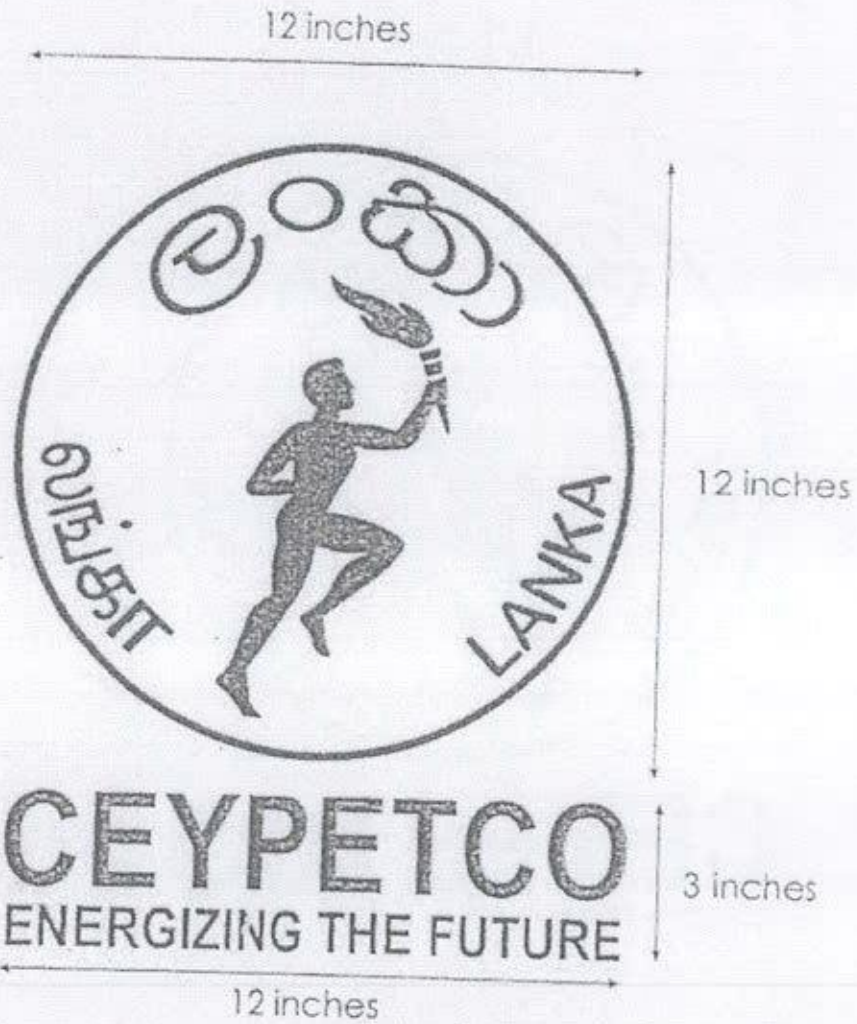
REIMBURSEMENT INSTRUCTIONS:

- + ORIGINAL DOCUMENTS TO BE SUBMITTED TO BANK OF CEYLON/PEOPLE'S BANK, COLOMBO, SRI LANKA THROUGH BENEFICIARY'S BANK FOR NEGOTIATION WITHIN SEVEN (07) DAYS FROM THE DATE OF BILL OF LADING BUT WITHIN THE VALIDITY OF L/C.
  
- + UPON RECEIPT OF ORIGINAL DOCUMENTS AT OUR COUNTERS BEING IN STRICTLY COMPLYING TO THE TERMS AND CONDITIONS OF THE LETTER OF CREDIT AND UPS 600 AND ISBP 681, WE, BANK OF CEYLON/PEOPLE'S BANK, COLOMBO, SRI LANKA UNDERTAKE TO PROVIDE REIMBURSEMENT AT MATURITY IN ACCORDANCE WITH YOUR INSTRUCTIONS.
  
- + IN THE ABSENCE OF ANY EXPRESS PROVISIONS TO THE CONTRARY, THIS LETTER OF CREDIT WILL BE GOVERNED BY THE UNIFORM CUSTOMS AND PRACTICE FOR COMMERCIAL DOCUMENTARY CREDIT (2007 REVISION) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 OR ANY REVISION OR AMENDMENT THERETO AS MAY BE IN FORCE FROM TIME TO TIME.

[END]



ANNEX-B1



Bitumen 60/70

3 inches

16 inches

The image shows the text 'Bitumen 60/70' in a large, bold, sans-serif font. A horizontal dimension line below the text is labeled '16 inches', and a vertical dimension line to the right of the text is labeled '3 inches'.

Q2.

ANNEX-B2



Bitumen **80/100**

3 inches

16 inches

The image shows the text "Bitumen 80/100". The text "80/100" is in a large, bold, sans-serif font. Below the text, a horizontal dimension line indicates a width of 16 inches. To the right of the text, a vertical dimension line indicates a height of 3 inches.

**FORMAT FOR BID SECURITY GUARANTEE**

*[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]  
 ..... [insert issuing agency's name and address of issuing branch or office].....*

**Beneficiary** : CEYPETCO

**Date** : ..... [insert (by issuing agency) date]

**BID GUARANTEE NO** : ..... [insert (by issuing agency) number]

*We have been informed that ..... [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated ..... [insert (by issuing agency) date] (hereinafter called "the Bid") for execution / supply [select appropriately] of [insert name of contract] under Invitation for Bids No. .... [insert IFB number] ("the IFB")*

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ..... [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... [insert amount in figures] ..... [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Ceylon Petroleum Corporation during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is 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, otherwise it will remain in force up to ..... [insert date, thirty (30) days from the date of closing of the bid], **thirty (30) days from the date of closing of the bid**].

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date .....

*[signature(s) of authorized representative(s)]*



**FORMAT FOR PERFORMANCE SECURITY GUARANTEE**

..... [issuing Agency's Name and Address of issuing Branch or Office] .....

**Beneficiary** : CEYPETCO  
**Date** : .....

**PERFORMANCE SECURITY GUARANTEE NO** : .....

We have been informed that ..... [name of Contractor/Supplier] (hereinafter called "the Contractor") has entered into contract No. .... [reference number of the contract] dated ..... with you, for the ..... [insert "construction" / "Supply"] of ..... [name of contract and brief description of works] (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 agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of USD..... [amount in figures] (United States Dollars.....) [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 expire, no later than the ..... day of ....., 20.... [insert date, three months beyond the scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

.....  
[Signature(s)]





## FORM OF BID

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

Dear Sir,

**BIDDING FOR THE SUPPLY OF 900 MT +/- 5% OF BITUMEN 60/70 AND 100 MT +/- 5% OF BITUMEN 80/100**

**(TENDER REF. AS/01/2025)**

**NAME AND ADDRESS OF THE BIDDER :** .....

.....

.....

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 Bitumen 60/70 and Bitumen 80/100 with the specifications and quantity as specified in the tender.

**A. PRODUCT / PRICE**

Product	Contractual cargo quantity (MT+/- 5%)	Compliance	CIF Colombo price				
			FOB (USD/MT)	Freight (USD/MT)	Insurance (USD/MT)	Local agent's commission (USD/MT)	CIF (USD/MT)
Bitumen 60/70	900	Comply / Not comply					
Bitumen 80/100	100	Comply / Not comply					
			FOB (EURO/MT)	Freight (EURO/MT)	Insurance (EURO/MT)	Local agent's commission (EURO/MT)	CIF (EURO/MT)
Bitumen 60/70	900	Comply / Not comply					
Bitumen 80/100	100	Comply / Not comply					
Delivery at Colombo, Sri Lanka on or before 30 <sup>th</sup> April 2025		Comply / Not comply					
Port of Loading / Country of Origin							

02

**B. TERMS & CONDITIONS**

BID DOCUMENT CLAUSE REFERENCE	COMPLIANCE	REMARKS
2. Carriage by CSCL Vessel		
3.1 Product Specifications – Bitumen 80/100		
3.2 Product Specifications – Bitumen 80/100		
4. Payment		
5. Insurance Policy Certificate		
6. Drum Specifications		
7. Drum Markings (Annex – B-1 & B-2)		
8. Nomination of Independent Inspectors		
9. Load port inspection		
10. Discharge port (Colombo) inspection		
11. Bid Security Guarantee (Annex –C)		
12. Performance Security Guarantee (Annex – D)		
13. Penalty for late delivery		
14. Claims, disputes and recovery of damages or losses for CEYPETCO by late delivery and delivery of lesser quantity than agreed		
15. Force Majeure		
16. Correction of errors		
17. Local Agency Commission		
18. Other requirements		
19. Submission of Offers		
20. Validity of the Offers		

Annex – A		
Clause 8 of the Annex – A		

- 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 Bitumen 60/70 and Bitumen 80/100 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 : .....