



**CEYPETCO**  
ENERGIZING THE FUTURE

# ලංකා ඩිජිෂ් තෙල් නීතිගත සංස්ථාව இலங்கை பெற்றோலியக் கூட்டுத்தாபனம் CEYLON PETROLEUM CORPORATION

11<sup>th</sup> APRIL 2025

## **RE: TENDER FOR THE IMPORT OF AVIATION GASOLINE – (AV/03/2025)**

CEYLON PETROLEUM CORPORATION (HEREIN AFTER CALLED CEYPETCO) INVITES FIRM OFFERS FROM THE SUPPLIERS REGISTERED WITH CEYPETCO FOR THE IMPORT OF 240 X 200 LITRE DRUMS (3 FCLS) OF AVIATION GASOLINE GRADE 100 LL BLUE FOR DELIVERY IN COLOMBO **ON OR BEFORE 08<sup>TH</sup> JULY 2025 ON CIF COLOMBO BASIS OR LOADING ON BOARD ON OR BEFORE THE DATE AGREED BY THE SUPPLIER AND CEYPETCO BASED ON THE LOADING PORT AS DECLARED BY THE SUPPLIER ON FOB AND CIF BASIS.**

### **1. SPECIFICATIONS**

MEETING DEFENCE STANDARD 91-090 ISSUE 5 (PUBLICATION DATED 14<sup>TH</sup> DECEMBER 2019).

### **2. PRICE**

PRICE SHOULD BE QUOTED ON

**2.1 FOB PER LITRE AND / OR**

**2.2 CIF COLOMBO PER LITRE** BASIS INDICATING FOB, FREIGHT, INSURANCE I.E. INSURANCE POLICY COVERING ALL RISKS FROM LOADING POINT TO DELIVERY POINT AT KOLONNAWA, SRI LANKA AND LOCAL AGENT'S COMMISSION (IF ANY) SEPARATELY.

COUNTRY OF ORIGIN, PORT OF SHIPMENT AND NAME OF MANUFACTURER SHOULD BE INDICATED IN THE OFFER. PRODUCT SHOULD BE INSPECTED PRIOR TO SHIPMENT FOR QUALITY AND QUANTITY BY AN INDEPENDENT INSPECTOR (ITS-CALEB BRETT / GEO CHEM / SAYBOLT / CCIC / BUREA VERTAS / AMSPEC) NOMINATED BY CEYPETCO ACCEPTABLE TO THE SUCCESSFUL SUPPLIER/ BIDDER. COST OF INSPECTION SHOULD BE EQUALLY SHARED.

ALL DRUMS SHALL BE WITHIN TWO MONTHS OF ITS FILLING DATE AT THE TIME OF LOADING ON BOARD FOR ISSUANCE OF THE BILL OF LADING OF THE CONSIGNMENT.

### **3. IMPORTANT**

PORT OF LOADING SHOULD BE ANY PORT WHICH IS NOT UNDER US SANCTIONS AND THE SUPPLIER OF AVIATION GASOLINE SHOULD NOT BE UNDER US SANCTIONS. IF THE SUPPLIER IS NOT THE MANUFACTURER AND THEN ALL DETAILS OF INTERMEDIATE PARTIES INVOLVED (I.E. SUB SUPPLIERS) SHALL BE DIVULGE.

### **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 LOADS, 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.

1 of 13  
AV/03/2025

609, දොස්තර ඩැනිස්ටර් ද 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



#### **4. CARRIAGE BY CSCL VESSEL**

AS PER THE RULES & REGULATIONS OF GOVERNMENT OF SRI LANKA, THE CARGO SHOULD BE SHIPPED ON A VESSEL OF CEYLON SHIPPING CORPORATION LIMITED (CSCL) OR A VESSEL NOMINATED BY CSCL UNDER CSCL BILL OF LADING, UNLESS A WRITTEN WAIVER IS OBTAINED FROM CSCL BY THE SUPPLIER. ALL CONSEQUENTIAL LOSSES OVER THE DELAYS DUE TO THE FAILURE OF THE SUCCESSFUL BIDDER 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 DEPARTMENT OF LINER & NVOCC, CSC (CEYLON SHIPPING CORPORATION) ON TEL NO. 94 11 2325744/94 11 23228772 EXT. 242 / FAX NO. 94 11 2449486.

#### **5. BID SECURITY**

##### **5.1. CASH DEPOSIT IN UNITED STATES DOLLARS**

- 5.1.1. PRIOR TO THE BID OPENING, BIDDERS SHALL DEPOSIT THE UNITED STATES DOLLARS ONE THOUSAND (USD 1,000/=) AMOUNT TO THE ACCOUNT NO. 0001450821 OPERATING IN BANK OF CEYLON, SRI LANKA.
- 5.1.2. THE CASH DEPOSIT SHOULD BE DEPOSITED FOR A MINIMUM THIRTY (30) DAYS FROM THE DATE OF CLOSING OF THE BID.
- 5.1.3. THE SLIP OF THE CASH DEPOSIT SHOULD BE SUBMITTED ALONG WITH THE BID FOR VERIFICATION BY CEYPETCO AND ONLY THE BIDS WITH FULLY VERIFIED PAYMENTS WILL BE CONSIDERED FOR EVALUATION.

**OR**

##### **5.2. BID SECURITY GUARANTEE**

- 5.2.1. PRIOR TO THE BID OPENING, ALL BIDDERS SHALL ESTABLISH A BID SECURITY GUARANTEE FOR UNITED STATES DOLLARS ONE THOUSAND (USD 1,000/=) 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 LICENSED COMMERCIAL BANK IN SRI LANKA OR A BANK BASED IN ANOTHER COUNTRY BUT THE GUARANTEE CONFIRMED & ASSURED BY A LICENSED COMMERCIAL BANK IN SRI LANKA, IN FAVOUR OF CEYLON PETROLEUM CORPORATION AND PAYABLE TO THE SAME ON DEMAND. THE ORIGINAL BID SECURITY GUARANTEE SHALL BE SUBMITTED ALONG WITH THE OFFER.

#### **IMPORTANT**

- 5.2.2. **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 ALONG WITH THE OFFER.**



5.2.3. 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 - 'A'.**

5.3. FAILURE TO SUBMIT THE CASH DEPOSIT OR BID SECURITY GUARANTEE INCONFORMITY 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 EN-CASH THE CASH DEPOSIT OR 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 TO ENTER INTO THE SAID CONTRACT.

5.4. THE CASH DEPOSIT OR 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 CASH DEPOSIT OR BID SECURITY GUARANTEE UNLESS A PERFORMANCE SECURITY GUARANTEE IS PROVIDED BY THE SUCCESSFUL BIDDER, ON THE DATE SPECIFIED BY CEYPETCO.

5.5. THE CASH DEPOSIT OR BID SECURITY GUARANTEE FROM THE UNSUCCESSFUL BIDDERS WILL BE RETURNED TO THEM AFTER THE AWARD IS MADE TO THE SUCCESSFUL BIDDER.

## **6. PERFORMANCE SECURITY GUARANTEE**

(A) 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 (7) WORKING DAYS BY A LICENCED COMMERCIAL BANK IN SRI LANKA IN FAVOR OF CEYLON PETROLEUM CORPORATION AND PAYABLE TO THE CEYLON PETROLEUM CORPORATION ON DEMAND TO THE VALUE OF **UNITED STATES DOLLARS FIVE THOUSAND (USD 5,000/=)**.

(B) THE PERFORMANCE SECURITY GUARANTEE SHALL BE VALID FURTHER SIXTY (60) DAYS FROM THE STIPULATED DELIVERY DATE. THIS SHALL BE COMPLIED BY ALL SUCCESSFUL BIDDERS IRRESPECTIVE OF THEIR CATEGORY, AS INDICATED IN (A).

(C) THE SUCCESSFUL SUPPLIER / BIDDER SHOULD STRICTLY ADHERE TO **THE FORMAT OF PERFORMANCE SECURITY GUARANTEE WHICH IS ANNEXED HERETO AS ANNEX - 'B'.**

**(D) 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 BEING CANCELLED, AS IT IS CONSIDERED TO BE A MAJOR DEVIATION.**

(E) 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.

(F) 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 BID SECURITY GUARANTEE, SHALL BE FORFEITED.



- (G) THE LETTER OF CREDIT (L/C) FOR THE SHIPMENT WILL BE OPENED ONLY AFTER THE RECEIPT OF PERFORMANCE SECURITY GUARANTEE AS MENTIONED IN ABOVE 6 (A).

## **7. PAYMENT**

- (A) PAYMENT OF GOODS WILL BE MADE BY AN IRREVOCABLE, NON-ASSIGNABLE, NON-TRANSFERABLE & **UNCONFIRMED** DOCUMENTARY LETTER OF CREDIT ESTABLISHED THROUGH **BANK OF CEYLON, COLOMBO** AGAINST THE FOLLOWING DOCUMENTS REQUIRED FOR THE L/C:-

- (I) COMMERCIAL INVOICE
- (II) FULL SET OF 3/3 CLEAN ON BOARD FREIGHT PREPAID BILLS OF LADING TO THE ORDER OF BANK OF CEYLON, COLOMBO AND NOTIFY CEYLON PETROLEUM CORPORATION.
- (III) CERTIFICATE OF QUALITY ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR AT LOAD PORT.
- (IV) CERTIFICATE OF QUANTITY ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR AT LOAD PORT.
- (V) PACKING LIST.
- (VI) CERTIFICATE OF ORIGIN.
- (VII) INSURANCE POLICY CERTIFICATE COVERING CIF VALUE PLUS 20% (CIF BASIS).
- (VIII) CERTIFICATE ISSUED BY CEYPETCO UPON THE ACCEPTANCE OF **THE CARGO AFTER DELIVERY AT COLOMBO.**

- (B) 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.

## **8. DRUM SPECIFICATIONS**

- 8.1. THE PRODUCT SHALL BE SUPPLIED IN NEW STEEL EXPORT QUALITY DRUMS OF 200 LITRE CAPACITY AND HAVING TWO BUNGS ( $\phi 2''$  AND  $\phi 3/4''$ ) COMPLYING WITH THE REQUIREMENTS SPECIFIED IN THE LATEST VERSION OF EI/JIG STANDARD 1530.
- 8.2. DRUMS SHALL BE SUITABLY LINED/EPICOATED/ INTERNALLY DOUBLE COATED COMPLYING WITH THE LATEST VERSION OF EI/JIG STANDARD 1541. COLOUR PHOTOGRAPHS OF A SAMPLE DRUM INDICATING TOP/BOTTOM/BODY OF DRUM SHALL BE PROVIDED. DETAILED SKETCH OF A DRUM AND OTHER DETAILS OF DRUMS SHOULD BE CLEARLY INDICATED IN THE OFFER.
- 8.3. THE MUTUALLY APPOINTED INDEPENDENT INSPECTOR SHOULD ENDORSE THE DRUM SPECIFICATIONS ARE COMPLIED WITH THE ISO 15750-2 STANDARD AS STIPULATED IN THE EI/JIG 1530 ISSUED BY THE DRUM MANUFACTURER BEFORE FILLING THE DRUMS.

## **9. DRUM MARKINGS**

TENDERERS SHOULD GUARANTEE THAT THE FOLLOWING DRUM MARKINGS WILL BE SHOWN ON THE BODY OF EACH DRUM:

CEYPETCO  
SCH. NO. **AV/03/2025**  
BATCH NO.  
PRODUCT : AVIATION GASOLINE 100 LL BLUE (AVGAS 100 LL BLUE)  
NET WT.  
GROSS WT.  
DATE OF FILLING AND DATE OF EXPIRY,  
NAME OF MANUFACTURER AND LOGO OF MANUFACTURER



PRODUCT FILLING DATE SHALL NOT BE MORE THAN TWO MONTHS BEFORE THE DATE OF LOADING ON BOARD AND THE PRODUCT EXPIRY DATE INDICATED IN THE DRUM SHALL BE TWELVE (12) MONTHS FROM THE PRODUCT FILLING DATE.

THE DRUM MARKINGS SHOULD BE PROMINENTLY DISPLAYED AND STENCILLED ON THE BODY OF EACH DRUM.

**10. PCA3 FORM, AGENT, REPRESENTATIVE OR NOMINEE FOR OR ON BEHALF OF ANY TENDERER & LOCAL AGENCY COMMISSION**

10.1. IT IS REQUIRED TO SUBMIT THE REGISTRATION CERTIFICATE ISSUED BY REGISTRAR OF PUBLIC CONTRACT OF SRI LANKA IN TERMS OF THE PUBLIC CONTRACT ACT NO. 3 OF 1987 ON SUBMISSION OF FORM PCA3 AS FOLLOWS,

10.1.1. ANY PERSON WHO ACTS AS AN AGENT OR SUB-AGENT, REPRESENTATIVE OR NOMINEE FOR OR ON BEHALF OF ANY TENDERER, SHALL REGISTER HIMSELF AND SUCH PUBLIC CONTRACT IN ACCORDANCE WITH SECTION 10 AND SHALL FURNISH TO THE REGISTRAR THE PARTICULARS REQUIRED TO BE FURNISHED UNDER SECTION 6.OF PUBLIC CONTRACT ACT NO. 3 OF 1987.

10.1.2. WHERE ANY PERSON IS AN AGENT, SUB-AGENT, REPRESENTATIVE OR NOMINEE FOR OR ON BEHALF OF A TENDERER HE SHALL FIRST PRODUCE A CERTIFICATE OF HIS APPOINTMENT AS AGENT, SUB-AGENT, REPRESENTATIVE OR NOMINEE TO THE REGISTRAR BEFORE HE REGISTERS HIMSELF AND THE PUBLIC CONTRACT UNDER THIS SECTION. FOR MORE DETAILS PLEASE VISIT [www.drc.gov.lk](http://www.drc.gov.lk).

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.

**11. PENALTY FOR LATE DELIVERY**

THE SUCCESSFUL TENDERER AFTER AWARDING THE CONTRACT BY CEYPETCO TO SUPPLY THE PRODUCT ON FOB BASIS, AND FULLY RESPONSIBLE TO DELIVER THE TOTAL CONSIGNMENT WITHIN THE AGREED DELIVERY SCHEDULE [**I.E. LOADING ON BOARD ON OR BEFORE THE DATE AGREED BY THE SUPPLIER AND CEYPETCO BASED ON THE LOADING PORT AS DECLARED BY THE SUPPLIER ON FOB BASIS**] AS PER THE TENDER. FAILURE TO COMPLY WITH THE AGREED DELIVERY SCHEDULE WILL MAKE THE SUPPLIER IS LIABLE FOR A DELAY PENALTY OF 0.1% OF THE FOB VALUE OF THE DELAYED CARGO PER DAY, UP TO A MAXIMUM OF 5% OF THE FOB VALUE OF THE DELAYED CARGO. THE PENALTY IF APPLICABLE WILL BE DEDUCTED FROM THE L/C.

THE SUCCESSFUL TENDERER AFTER AWARDING THE CONTRACT BY CEYPETCO TO SUPPLY THE PRODUCT ON CIF BASIS, IT IS FULLY RESPONSIBLE TO DELIVER THE TOTAL CONSIGNMENT WITHIN THE AGREED DELIVERY SCHEDULE [**I.E. DELIVERY AT COLOMBO ON OR BEFORE 19<sup>TH</sup> MAY 2025 ON CIF BASIS**] AS PER THE TENDER. FAILURE TO COMPLY WITH THE AGREED DELIVERY SCHEDULE WILL MAKE THE SUPPLIER IS LIABLE FOR A DELAY PENALTY OF 0.1% 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.

SELLER WILL HAVE TO SEND THE COPIES OF CORRECTLY PREPARED SHIPPING DOCUMENTS TO CEYPETCO IMMEDIATELY AFTER THE CARGO IS SHIPPED, IN ORDER TO AVOID CLEARANCE DELAYS AT COLOMBO. ANY DEMURRAGE INCURRED BY CEYPETCO AT DISCHARGE PORT, COLOMBO DUE TO DELAY IN RECEIPT OF COPY DOCUMENTS BY CEYPETCO WILL BE PASSED ON TO THE SELLER.



**12. 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 THE SIXTY (60) DAYS OF THE DELIVERY DATES AS NOTIFIED BY THE CEYPETCO. OTHERWISE ANY SUCH CLAIM SHALL BE DEEMED TO HAVE BEEN WAIVED.

- 12.1 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.
- 12.2 THE VENUE OF ARBITRATION SHALL BE COLOMBO, SRI LANKA.
- 12.3 THE ARBITRATION SHALL FOLLOW UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW (UNCITRAL) PROCEDURES.
- 12.4 THIS TENDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SRI LANKA EXCLUDING ANY CONFLICT OF LAWS AND RULES.
- 12.5 ARBITRATION SHALL BE A CONDITION PRECEDENT TO THE INSTITUTION OF ANY LEGAL ACTION BY EITHER PARTY AGAINST THE OTHER.
- 12.6 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.

**13. 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.

**14. CORRECTION OF ERRORS**

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

**15 OTHER CONDITIONS**

- I) SELLER SHALL TAKE EVERY ENDEAVOUR TO SEND THE SHIPPING DOCUMENTS TO THE BUYER'S BANK IN SRI LANKA BEFORE THE SHIP ARRIVAL TO COLOMBO THROUGH BANKERS.



- II) IN THE EVENT OF THE ORIGINAL SHIPPING DOCUMENTS ARE NOT RECEIVED THROUGH BANKERS BY CEYPETCO AT THE TIME OF VESSEL ARRIVAL AT COLOMBO, ALL ADDITIONAL CHARGES INCLUDING PORT RENTAL AND LINER DEMURRAGES ETC. INCURRED DUE TO DELAY IN CLEARING MUST BE BORNE BY THE SELLER.
- III) IN CASE OF FAILING TO SEND THE ORIGINALS OF THE SHIPPING DOCUMENTS TO THE BUYER'S BANK ALLOWING THE BUYER TO GET THE CARGO RELEASED FROM THE LOCAL AUTHORITIES AND IN SUCH CASE IT IS THE RESPONSIBILITY OF THE SELLER TO SEND THEIR CONSENT TO THE BUYER TO GET THE CARGO RELEASED AT LEAST ON BANK GUARANTEE ABSORBING ALL SUCH BANKING COST TO THE SELLER'S ACCOUNT AND NOT THE BUYER.

**16. CEYPETCO STANDARD TERMS AND CONDITIONS ARE ALREADY AVAILABLE WITH THE REGISTERED SUPPLIERS SHALL APPLY.**

**17. SUBMISSION OF OFFERS**

- A) BIDDERS ARE REQUESTED TO SUBMIT BIDS AS PER THE **"FORM OF BID"** GIVEN IN **ANNEX – 'C'** AND SHALL STATE THE COMPLIANCE TO THE TENDER TERMS AND CONDITIONS LISTED THEREIN. FURTHERMORE, BIDDERS SHALL STATE THE COMPLIANCE TO THE SPECIFICATIONS, MEETING DEFENCE STANDARD 91-090 ISSUE 5 (PUBLICATION DATED 14<sup>TH</sup> DECEMBER 2019).
- B) IT IS MANDATORY TO SUBMIT DULLY FILLED ANNEX – 'C' 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. AV/03/2025 ON EACH ENVELOPS. THE ENVELOPS SHALL THEN BE SEALED IN AN OUTER ENVELOP AND SHALL BE MARKED **REF. AV/03/2025.**
- 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), **GROUND FLOOR**, CEYLON PETROLEUM CORPORATION, NO. 609, DR, DANISTER DE SILVA MAWATHA, COLOMBO 09, SRI LANKA MUST BE DEPOSITED IN THE TENDER BOX DESIGNATED FOR THIS TENDER, LOCATED AT THE AFORESAID ADDRESS BEFORE 1200 HRS ON **29<sup>TH</sup> APRIL 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) PCA3 CERTIFICATE.

#### **18 VALIDITY OF THE OFFER**

OFFERS CLOSE AT **1200 HRS, SRI LANKA TIME ON 29<sup>TH</sup> APRIL 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/0032**

**11/04/2025**

**ANNEX - 'A'**

8 of 13

AV/03/2025



### 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** : **CEYLON PETROLEUM CORPORATION**

**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 Bank] hereby unconditionally and 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) 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 or (ii) fails or refuses to furnish the Performance Security, in accordance with the Terms & Conditions of tender.

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**.

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 : CEYLON PETROLEUM CORPORATION

Date : .....

PERFORMANCE SECURITY GUARANTEE NO : .....

We have been informed that ..... *[name of supplier]* (hereinafter called "the Supplier") has entered into contract No. .... *[reference number of the contract]* dated ..... with you, for the 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 Supplier, we ..... *[name of Bank]* hereby unconditionally and irrevocably undertake to pay you any sum or sums not exceeding in total an amount of US\$..... *[amount in figures]* (United States Dollars.....) *[amount in words]*, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier 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 sixty days 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 240 X 200 LITRE DRUMS (3 FCLS) OF AVIATION GASOLINE GRADE 100 LL BLUE**  
**(TENDER REF. AV/03/2025)**

**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 **240 x 200 Litre Drums** (3 FCLS) of Aviation Gasoline Grade 100 LL blue with the specifications and quantity as specified in the tender.

**A. PRODUCT / PRICE**

|                                   |                                         |            |                     |                          |     |
|-----------------------------------|-----------------------------------------|------------|---------------------|--------------------------|-----|
|                                   |                                         | Compliance |                     |                          |     |
| Product                           | Aviation Gasoline                       |            | Comply / Not comply |                          |     |
| Contractual cargo quantity        | 240 x 200 Litre drums                   |            | Comply / Not comply |                          |     |
| Delivery at Colombo, Sri Lanka    | On or before 08 <sup>TH</sup> JULY 2025 |            | Comply / Not comply |                          |     |
| Port of Loading                   |                                         |            |                     |                          |     |
|                                   |                                         |            |                     |                          |     |
| Country of Origin                 |                                         |            |                     |                          |     |
| Name of Manufacturer              |                                         |            |                     |                          |     |
| FOB price (USD per Litre)         |                                         |            |                     |                          |     |
| CIF Colombo price (USD per Litre) | FOB                                     | Freight    | Insurance           | Local agent's commission | CIF |
|                                   |                                         |            |                     |                          |     |

**B. TERMS & CONDITIONS**

| BID DOCUMENT CLAUSE REFERENCE                                                                                                    | COMPLIANCE        |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1. Specifications                                                                                                                | COMPLY/NOT COMPLY |
| 2. Price                                                                                                                         |                   |
| 2.1 FOB Colombo Price / Inspection                                                                                               | COMPLY/NOT COMPLY |
| 2.2 CIF Colombo Price / Inspection                                                                                               | COMPLY/NOT COMPLY |
| 3. IMPORTANT- Non-sanctions Port of loading                                                                                      | COMPLY/NOT COMPLY |
| 4. Carriage by CSCL Vessel                                                                                                       | COMPLY/NOT COMPLY |
| 5. Cash Deposit or Bid Security Guarantee (Annex -A)                                                                             | COMPLY/NOT COMPLY |
| 6. Performance Security Guarantee (Annex – B)                                                                                    | COMPLY/NOT COMPLY |
| 7. Payment                                                                                                                       | COMPLY/NOT COMPLY |
| 8. Drum Specifications                                                                                                           | COMPLY/NOT COMPLY |
| 9. Drum Markings                                                                                                                 | COMPLY/NOT COMPLY |
| 10. Local Agency Commission                                                                                                      | COMPLY/NOT COMPLY |
| 11. Penalty for late delivery                                                                                                    | COMPLY/NOT COMPLY |
| 12. Claims, disputes and recovery of damages or losses for CEYPETCO by late delivery and delivery of lesser quantity than agreed | COMPLY/NOT COMPLY |
| 13. Force Majeure                                                                                                                | COMPLY/NOT COMPLY |
| 14. Correction of errors                                                                                                         | COMPLY/NOT COMPLY |
| 15. Other Conditions I                                                                                                           | COMPLY/NOT COMPLY |
| II                                                                                                                               | COMPLY/NOT COMPLY |
| III                                                                                                                              | COMPLY/NOT COMPLY |
| 16. CEYPETCO Standard Terms & Conditions                                                                                         | COMPLY/NOT COMPLY |
| 17. Submission of Offers                                                                                                         | COMPLY/NOT COMPLY |



|                                                         |                   |
|---------------------------------------------------------|-------------------|
| 17. A) Submission of " FORM OF BID" Given in Annex –'C' | COMPLY/NOT COMPLY |
| 17. H) Submission of Letter of Authorization            | COMPLY/NOT COMPLY |
| 17. J) PCA3 Certificate                                 | COMPLY/NOT COMPLY |
| 18. Validity of the offer                               | COMPLY/NOT COMPLY |
| Amendment Notice (if any)                               | COMPLY/NOT COMPLY |

- 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 Aviation Gasoline **240 x 200 Litre** Drums (3 FCLS) 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 : .....