



CEYLON PETROLEUM CORPORATION

26TH APRIL 2017

RE : TENDER FOR THE IMPORT OF AVIATION GASOLINE – (AV/05/2017)

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, MEETING DEFENCE STANDARD 91-90 ISSUE 3 (PUBLICATION DATED 20TH NOVEMBER 2009) FOR DELIVERY IN COLOMBO **ON OR BEFORE 30TH JUNE 2017.**

CIF COLOMBO PRICE

PRICE SHOULD BE QUOTED ON **CIF COLOMBO PER LITRE** BASIS INDICATING FOB, FREIGHT, INSURANCE 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 / SGS /CCIC) NOMINATED BY CEYPETCO. COST OF INSPECTION SHOULD BE EQUALLY SHARED.

THE BILL OF LADING DATE OF THE CONSIGNMENT OF DRUMS SHALL BE WITHIN TWO MONTHS OF ITS FILLING DATE FOR ALL DRUMS.

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.

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.

CARRIAGE BY CSC 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 ON FREIGHT PAYABLE AT DESTINATION BASIS, UNLESS A WRITTEN WAIVER IS OBTAINED FROM CSCL BY THE SUPPLIER. ALL CONSEQUENTIAL OVER THE DELAYS DUE TO THE FAILURE OF THE SUCCESSFUL SUPPLIER 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 OR FROM THE DEPARTMENT OF LINER & NVOCC, CSC (CEYLON SHIPPING CORPORATION) ON TEL NO. 94 11 2325744/94 11 2 3228772 EXT. 242 / FAX NO. 94 11 2449486.

BID SECURITY GUARANTEE

- (A) PRIOR TO THE BID OPENING, **ALL BIDDERS SHALL ESTABLISH A BID SECURITY GUARANTEE FOR UNITED STATES DOLLARS ONE THOUSAND (US\$ 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 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.**

IMPORTANT

- (B) **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.**
- (C) 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'.**
- (D) FAILURE TO SUBMIT THE 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 ENCASH THE BID SECURITY GUARANTEE IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO SUBMIT A PERFORMANCE SECURITY GUARANTEE ENTER INTO THE CONTRACT, WITHIN A PERIOD OF FOURTEEN (14) DAYS SUBSEQUENT TO WRITTEN INSTRUCTION FROM CEYPETCO TO ENTER INTO THE SAID CONTRACT.
- (E) 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.
- (F) THE BID SECURITY GUARANTEE FROM THE UNSUCCESSFUL BIDDERS WILL BE RETURNED TO THEM AFTER THE AWARD IS MADE TO THE SUCCESSFUL BIDDER.

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 CEYPETCO AND PAYABLE TO THE CEYPETCO ON DEMAND TO THE VALUE OF **UNITED STATES DOLLARS FIVE THOUSAND (US\$ 5,000/=)**.
- (B) THE PERFORMANCE SECURITY GUARANTEE SHALL BE VALID UPTO THIRTY (30) 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 BEEN 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 PERFORMANCE 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. THE PERFORMANCE SECURITY GUARANTEE SHALL BE IN FAVOUR OF CEYPETCO.

PAYMENT

- (A) PAYMENT OF GOODS WILL BE MADE BY AN IRREVOCABLE, NON-ASSIGNABLE, NON-TRANSFERABLE & **UNCONFIRMED** DOCUMENTARY LETTER OF CREDIT ESTABLISHED THROUGH PEOPLE'S BANK, 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 PEOPLE'S BANK, COLOMBO AND NOTIFY CEYLON PETROLEUM CORPORATION.
 - (III) CERTIFICATE OF QUALITY ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR.
 - (IV) CERTIFICATE OF QUANTITY ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR.
 - (V) PACKING LIST.
 - (VI) CERTIFICATE OF ORIGIN.
 - (VII) INSURANCE POLICY CERTIFICATE COVERING CIF VALUE PLUS 20%.
 - (VIII) CERTIFICATE ISSUED BY CPC 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 TENDERER. IF A CONFIRMED L/C IS REQUIRED BY THE TENDERER THEN IT SHOULD BE INDICATED IN THE OFFER AND THE L/C CONFIRMATION CHARGES SHOULD BE BORNE BY THE TENDERER.

DRUM SPECIFICATIONS

PRODUCT SHOULD BE SUPPLIED IN NEW STEEL EXPORT QUALITY DRUMS OF 200 LITRE CAPACITY SUITABLY LINED/EPICOATED/INTERNALLY DOUBLE COATED AND HAVING TWO BUNGS 2" X ¾". BUNGS SHOULD BE SEALED WITH "TRISURE" OR SIMILAR BUNG SEALS. DRUMS SHOULD MEET BS 814 : 1974 CLASS 1 OR 2. COLOUR PHOTOGRAPH OF A SAMPLE DRUM I.E. TOP/BOTTOM/BODY OF THE DRUM SHOULD BE INDICATED. DETAILED SKETCH OF A DRUM AND OTHER DETAILS OF DRUMS SHOULD BE CLEARLY INDICATED IN THE OFFER.

DRUM MARKINGS

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

CEYPETCO
SCH. NO. AV/05/2017
BATCH NO.
PRODUCT : AVIATION GASOLINE 100 LL BLUE
NET WT.
GROSS WT.
DATE OF FILLING AND DATE OF EXPIRY,
NAME OF MANUFACTURER AND LOGO OF MANUFACTURER

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

LOCAL AGENT'S 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.

PENALTY FOR LATE DELIVERY

THE SUCCESSFUL TENDERER AFTER AWARDING THE CONTRACT BY CPC TO SUPPLY THE PRODUCT, IT IS FULLY RESPONSIBLE TO DELIVER THE TOTAL CONSIGNMENT WITHIN THE AGREED DELIVERY SCHEDULE [I.E. ON OR BEFORE 30TH JUNE 2017] 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 CPC AT DISCHARGE PORT, COLOMBO DUE TO DELAY IN RECEIPT OF COPY DOCUMENTS BY CEYPETCO WILL BE PASSED ON TO THE SELLER.

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

SUBMISSION OF OFFERS

- A) FAX/E-MAIL QUOTATIONS ARE NOT ENTERTAINED
- B) BIDDERS ARE REQUESTED TO SUBMIT THE OFFERS THROUGH THEIR RESPECTIVE LOCAL AGENTS AND THOSE WHO DO NOT HAVE LOCAL AGENT MAY SUBMIT THEIR OFFERS THROUGH COURIER SERVICE TO THE FOLLOWING ADDRESS :-
- CHAIRMAN,
SPECIAL STANDING CABINET APPOINTED PROCUREMENT COMMITTEE (SSCAPC),
3RD FLOOR,
CEYLON PETROLEUM CORPORATION,
NO.609, DR. DANISTER DE SILVA MAWATHA,
BASELINE ROAD, COLOMBO -09,
SRI LANKA.
- C) ACCEPTING OF BIDS CLOSE AT 1200 HRS. SRI LANKA TIME ON WEDNESDAY THE 03RD MAY 2017. THE BIDS SHALL 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 REPRESENTATIVE, BIDDERS ARE REQUESTED TO SUBMIT A LETTER FROM THE PRINCIPALS THAT THEIR LOCAL AGENT 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/0034

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 : **CPC**

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 irrevocable 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]*

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 : **CPC**
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 one month 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)]