



CEYLON PETROLEUM CORPORATION

19TH JUNE 2017

AMENDMENT NOTICE - 01

THIS HAS REFERENCE TO THE TENDER NOTICE BK/TERM/GAS OIL/JET A-1/DTB-MUTHU/2017-2018 (NO. CE/0040) DATED 01/06/2017.

AMENDMENT 01. PLEASE NOTE THAT THE CONTRACTUAL CARGO QUANTITIES TO BE DELIVERED / PURCHASED AND NO. OF SHIPMENTS WHERE APPEARING IN THE TENDER DOCUMENT, ANNEX - 'B', ANNEX - 'E' AND ANNEX - 'F' - PROPOSED AGREEMENT ARE AMENDED AND REPLACED AS FOLLOWS.

PRODUCT	CURRENTLY INDICATED		REPLACED BY	
	TOTAL CONTRACTUAL QUANTITIES TO BE DELIVERED / PURCHASED	NO. OF SHIPMENTS	TOTAL CONTRACTUAL QUANTITIES TO BE DELIVERED / PURCHASED	NO. OF SHIPMENTS
GAS OIL (0.05% MAX SULPHUR)	1,140,000 BBLS +/-5%	06	1,710,000 BBLS +/-5%	09
JET A-1	720,000 BBLS +/- 5%		1,080,000 BBLS +/- 5%	

AMENDMENT 02. PLEASE NOTE THAT THE SUB CLAUSE NO. 2.6.1. UNDER CLAUSE 2.6. MODE OF LOADING IS AMENDED AND REPLACED AS FOLLOWS.

2.6.1. UNDER EACH AND EVERY SHIPMENT ALL TYPES OF PRODUCTS SHALL BE LOADED ON TO THE NOMINATED VESSEL ONLY FROM SHORE TANKS AND THE SHIP TO SHIP TRANSFER OF PRODUCTS IS STRICTLY PROHIBITED.

AMENDMENT 03. PLEASE NOTE THAT THE SUB CLAUSE NO. 2.7.2.4. UNDER SUB CLAUSE 2.7.2. INSPECTION AT DISCHARGE PORT IS AMENDED AND REPLACED AS FOLLOWS.

2.7.2.4. THE SUCCESSFUL SUPPLIER/ BIDDER SHALL DECLARE IN THE BID THAT THE CERTIFICATE OF QUALITY AT DISCHARGE PORT FOR EACH PRODUCT SHALL BE ON THE BASIS OF SHIP TANK COMPOSITE SAMPLE TAKEN ON ARRIVAL OF THE VESSEL AT DISCHARGE PORT AS PER THE SUB CLAUSE 2.7.2.3.

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REF: BK/TERM/GAS OIL/JET A-1, DTB-MUTHU/2017-2018

609, DR. DANISTER DE SILVA MAWATHA, COLOMBO 09, SRI LANKA.

TELEPHONE : 0094 11 5455455 - 10 Lines, Fax : 0094 11 5455400
TELEGRAMS : LANKA OIL, CABLES : CEYPETCO TELEX : 21235 CEPETCO CE
E MAIL : cpcsec@ceypetco.gov.lk

AMENDMENT 04. PLEASE NOTE THAT THE SUB CLAUSE NO. 2.7.3.3. UNDER SUB CLAUSE 2.7.3. RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO DUE TO UNACCEPTABLE QUALITY IS AMENDED AND REPLACED AS FOLLOWS.

2.7.3.3. THE PRICING OF THE REPLACEMENT CARGO SHALL BE DETERMINED AS PER THE **CLAUSE 2.9.1.** UNDER THE HEADING "PRICE / INTEREST / PAYMENT" OF THIS TENDER DOCUMENT. HOWEVER, THE **DAP COLOMBO BASIS (INCOTERMS 2010)** PRICE MENTIONED IN THE SAID CLAUSE FOR THE REPLACEMENT CARGO SHOULD BE THE LOWEST PRICE CALCULATED UNDER 2.7.3.3.1. AND 2.7.3.3.2. BELOW;

2.7.3.3.1. THE AVERAGE OF THE MIDS OF FOB SINGAPORE PRICE OF THE PRODUCT/S UNDER THE HEADING OF "PLATTS SINGAPORE MIDDLE DISTILLATES ASSESSMENT" OVER THE MONTH OF B/L OF THE REPLACEMENT CARGO PLUS A FIXED PREMIUM/DISCOUNT.

2.7.3.3.2. THE AVERAGE OF THE MIDS OF FOB SINGAPORE PRICE OF THE PRODUCT/S UNDER THE HEADING OF "PLATTS SINGAPORE MIDDLE DISTILLATES ASSESSMENT" OVER THE MONTH OF B/L OF THE REJECTED / ORIGINAL CARGO PLUS A FIXED PREMIUM/DISCOUNT.

(I.E. LOWEST PRICE FROM 2.7.3.3.1. OR 2.7.3.3.2. ABOVE SHALL BE TAKEN TO DETERMINE THE FINAL PRICE OF THE REPLACEMENT CARGO)

AMENDMENT 05. PLEASE NOTE THAT THE SUB CLAUSE NO. 2.9.9.5. UNDER CLAUSE 2.9. PRICE / PAYMENT / INTEREST IS AMENDED AND REPLACED AS FOLLOWS.

2.9.9.5. CERTIFICATE OF ORIGIN ISSUED BY SELLER OR TERMINAL OR ANY AUTHORITY OR LOCAL BODY OR CHAMBER OF COMMERCE SUCH CERTIFICATE SHALL NOT BE ISSUED BY COUNTRIES WHICH COMES UNDER SANCTION IMPOSED BY UNITED STATES / UNITED NATIONS / EUROPEAN UNION.

AMENDMENT 06. PLEASE NOTE THAT THE SUB CLAUSE NO. 2.9.9.7. UNDER CLAUSE 2.9. PRICE / PAYMENT / INTEREST IS AMENDED AND REPLACED AS FOLLOWS.

2.9.9.7. CERTIFICATE OF QUALITY AT DISCHARGE PORT, COLOMBO ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR BASED ON THE REPORT OF TESTS CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) LABORATORY, CONFIRMING THAT THE PRODUCTS SHIPPED CONFORM TO THE CONTRACTUAL SPECIFICATIONS.

AMENDMENT 07. PLEASE NOTE THAT THE SUB CLAUSE NO. 2.9.9.9. UNDER CLAUSE 2.9. PRICE / PAYMENT / INTEREST IS AMENDED AND REPLACED AS FOLLOWS.

2.9.9.9. THE NEGOTIATION OF LETTER OF CREDIT (L/C) UPON PRESENTATION OF LETTER OF INDEMNITY (LOI) IN LIEU OF ABOVE ORIGINAL SHIPPING DOCUMENTS IS PERMITTED FOR THE SUCCESSFUL SUPPLIER/BIDDER SUBJECT TO;

- 2.9.9.9.1. PRESENTATION OF BENEFICIARY'S MANUALLY SIGNED ORIGINAL COMMERCIAL INVOICE.
- 2.9.9.9.2. PRESENTATION OF SHIP ARRIVAL QUANTITY REPORT ISSUED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT, COLOMBO.
- 2.9.9.9.3. PRESENTATION OF TANK CLEANLINESS & DRY CERTIFICATE ISSUED BY THE INDEPENDENT INSPECTOR, CONFIRMING THAT THE SHIP'S TANKS ARE CLEAN & DRY PRIOR TO LOADING
- 2.9.9.9.4. PRESENTATION OF QUALITY CERTIFICATE ISSUED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT, COLOMBO.
- 2.9.9.9.5. PRESENTATION OF OUT-TURN QUANTITY REPORT ISSUED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT, COLOMBO.
- 2.9.9.9.6. OBTAINING PRIOR APPROVAL OF CEYPETCO FOR SUCH LOI FORMAT.

AMENDMENT 08. PLEASE NOTE THAT THE CLAUSE NO. 2.10. LOCAL AGENT AND LOCAL AGENCY COMMISSION IS AMENDED AND REPLACED AS FOLLOWS.

- 2.10. OFFER SHOULD INDICATE THE LOCAL AGENT'S NAME, ADDRESS AND 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 TOTAL DAP COLOMBO VALUE AND PAID IN SRI LANKA RUPEES.

AMENDMENT 09. PLEASE NOTE THAT THE SUB CLAUSE NO. 2.13.6. UNDER CLAUSE 2.13. CLAIMS, DISPUTES AND RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO BY LATE DELIVERY AND DELIVERY OF LESSER QUANTITY THAN AGREED IS AMENDED AND REPLACED AS FOLLOWS.

- 2.13.6. THIS TENDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE ENGLISH LAW EXCLUDING ANY CONFLICT OF LAWS AND RULES.

AMENDMENT 10. PLEASE NOTE THAT THE SUB CLAUSE NO. 2.13.9. UNDER CLAUSE 2.13. CLAIMS, DISPUTES AND RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO BY LATE DELIVERY AND DELIVERY OF LESSER QUANTITY THAN AGREED IS AMENDED AND REPLACED AS FOLLOWS.

- 2.13.9. THE SUCCESSFUL SUPPLIER/ BIDDER IS FULLY RESPONSIBLE TO DELIVER THE AGREED QUANTITY OF CARGO UNDER EACH SHIPMENT. IN THE EVENT OF FAILURE TO DELIVER THE AGREED QUANTITY BELOW MINUS FIVE PERCENT (-5%) (OUTTURN QUANTITY VS. B/L QUANTITY) AS PER IN ANNEX - 'B', THE SUCCESSFUL SUPPLIER/ BIDDER WILL BE HELD LIABLE FOR THE PAYMENT OF DAMAGES OR LOSSES TO CEYPETCO AT THE RATE OF USD 10,000 PER EACH 1,000 MT OF SHORT LOADED QUANTITY OR PART THEREOF ON PRO-RATA BASIS.

AMENDMENT 11. PLEASE NOTE THAT THE SUB CLAUSE NO. 2.18.1.9. UNDER CLAUSE 2.18.1. REQUIREMENTS OF TANKERS FOR DISCHARGING OF PRODUCT VIA DOLPHIN TANKER BERTH, COLOMBO IS AMENDED AND REPLACED AS FOLLOWS.

2.18.1.9. ACCOMMODATION/MEALS

2.18.1.9.1. FOLLOWING PERSONNEL WOULD STAY ON BOARD THROUGHOUT THE PERIOD OF TANKER MADE FAST AT DOLPHIN TANKER BERTH.

2.18.1.9.1.1. TWO LOADING MASTERS

2.18.1.9.1.2. ONE SAMPLE COLLECTOR (CREW)

2.18.1.9.1.3. ONE INDEPENDENT INSPECTOR (JUNIOR OFFICER)

2.18.1.9.1.4. ONE INTERNAL AUDITOR FROM CPSTL

2.18.1.9.2. PROPER ACCOMMODATION ON OFFICERS' DECK SHOULD BE ARRANGED FOR LOADING MASTERS, INDEPENDENT INSPECTORS AND INTERNAL AUDITOR FROM CPSTL.

2.18.1.9.3. MEALS FOR LOADING MASTERS, INDEPENDENT INSPECTORS AND INTERNAL AUDITOR FROM CPSTL SHOULD BE SERVED IN OFFICERS' DINING SALOON.

AMENDMENT 12. PLEASE NOTE THAT THE SUB CLAUSE NO. 2.18.2.17. UNDER CLAUSE 2.18.2. REQUIREMENTS OF TANKERS FOR DISCHARGING OF PRODUCT VIA SPM MUTHURAJAWELA, COLOMBO IS AMENDED AND REPLACED AS FOLLOWS.

2.18.2.17. ACCOMMODATION/MEALS

2.18.2.17.1. FOLLOWING PERSONNEL WOULD STAY ON BOARD THROUGHOUT THE PERIOD OF TANKER MADE FAST TO THE BUOY.

2.18.2.17.1.1. TWO MOORING MASTERS (SENIOR MASTER MARINERS)

2.18.2.17.1.2. ONE CARGO RECEIVER

2.18.2.17.1.3. ONE LOADING MASTER

2.18.2.17.1.4. ONE SAMPLE COLLECTOR (CREW)

2.18.2.17.1.5. ONE INDEPENDENT INSPECTOR (JUNIOR OFFICER)

2.18.2.17.1.6. ONE INTERNAL AUDITOR FROM CPSTL

2.18.2.17.2. PROPER ACCOMMODATION ON OFFICERS' DECK SHOULD BE ARRANGED FOR MOORING MASTERS, LOADING MASTERS, INDEPENDENT INSPECTORS AND INTERNAL AUDITOR FROM CPSTL.

2.18.2.17.3. MEALS FOR MOORING MASTERS, LOADING MASTERS, INDEPENDENT INSPECTORS AND INTERNAL AUDITOR FROM CPSTL SHOULD BE SERVED IN OFFICERS' DINING SALOON.

AMENDMENT 13. PLEASE NOTE THAT THE COVER PAGE OF THE PROPOSED AGREEMENT ATTACHED TO THE TENDER DOCUMENT IS AMENDED AND REPLACED AS FOLLOWS.

ANNEX - 'F'

**PURCHASE - SALE OF COMBINED CARGOES OF
GAS OIL (0.05% MAX SULPHUR) AND JET A-1**

REF: BK/TERM/GAS OIL/JET A-1/DTB-MUTHU/2017-2018

**TERM CONTRACT
AUGUST 2017 - MARCH 2018
BETWEEN**

CEYLON PETROLEUM CORPORATION

AND

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REF: BK/ TERM/GAS OIL/JET A-1/DTB-MUTHU/2017-2018 - AGREEMENT

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REF: BK/TERM/GAS OIL/JET A-1/DTB-MUTHU/2017-2018

AMENDMENT 14. PLEASE NOTE THAT THE SUB CLAUSE NO. 8.4. UNDER CLAUSE 8. INSPECTION AT DISCHARGE PORT IN ANNEX - 'F' - PROPOSED AGREEMENT IS AMENDED AND REPLACED AS FOLLOWS.

- 8.4. The Seller shall declare in the bid that the certificate of quality at discharge port for each product shall be on the basis of ship tank composite sample taken on arrival of the vessel at discharge port as per the sub clause 8.3.

AMENDMENT 15. PLEASE NOTE THAT THE SUB CLAUSE NO. 9.3. UNDER CLAUSE 9. RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO DUE TO UNACCEPTABLE QUALITY IN ANNEX - 'F' - PROPOSED AGREEMENT IS AMENDED AND REPLACED AS FOLLOWS

- 9.3. The pricing of the replacement cargo shall be determined as per the Clause 11, under the heading "DAP COLOMBO PRICE / INTEREST / PAYMENT" of this Agreement. However, the DAP Colombo basis (Incoterms 2010) price mentioned in the said clause for the replacement cargo should be the lowest price calculated under 9.3.1. and 9.3.2. below.

9.3.1. The average of the mids of FOB Singapore price of the product/s under the heading of "Platts Singapore Middle Distillates Assessment" over the month of Bill of Lading of the replacement cargo plus a fixed premium/discount.

9.3.2. The average of the mids of fob Singapore price of the product/s under the heading of "Platts Singapore Middle Distillates Assessment" over the month of Bill of Lading of the rejected / original cargo plus a fixed premium/discount.

(i.e. lowest price from 2.7.3.3.1. or 2.7.3.3.2. above shall be taken to determine the final price of the replacement cargo).

AMENDMENT 16. PLEASE NOTE THAT THE SUB CLAUSE NO. 11.9.5. UNDER CLAUSE 11. DAP COLOMBO PRICE / INTEREST / PAYMENT IN ANNEX - 'F' - PROPOSED AGREEMENT IS AMENDED AND REPLACED AS FOLLOWS.

- 11.9.5. Certificate of origin issued by the Seller or terminal or any authority or local body or Chamber of Commerce such certificate shall not be issued by countries which comes under sanction imposed by United States / United Nations/ European Union.

AMENDMENT 17. PLEASE NOTE THAT THE SUB CLAUSE NO. 11.9.7. UNDER CLAUSE 11. DAP COLOMBO PRICE / INTEREST / PAYMENT IN ANNEX - 'F' - PROPOSED AGREEMENT IS AMENDED AND REPLACED AS FOLLOWS.

- 11.9.7. Certificate of quality at discharge port, Colombo issued or endorsed by the independent inspector based on the report of tests Ceylon Petroleum Storage Terminals Limited (CPSTL) laboratory, confirming that the products shipped conform to the contractual specifications.

AMENDMENT 18. PLEASE NOTE THAT THE SUB CLAUSE NO. 11.9.9. UNDER CLAUSE 11. DAP COLOMBO PRICE / INTEREST / PAYMENT IN ANNEX - 'F' - PROPOSED AGREEMENT IS AMENDED AND REPLACED AS FOLLOWS.

- 11.9.9. The negotiation of Letter of Credit (L/C) upon presentation of Letter of Indemnity (LOI) in lieu of above original shipping documents is permitted for the Seller subject to;
- 11.9.9.1. Presentation of beneficiary's manually signed original commercial invoice
 - 11.9.9.2. Presentation of ship arrival quantity report issued by the independent inspector at discharge port, Colombo.
 - 11.9.9.3. Presentation of tank cleanliness & dry certificate issued by the independent inspector, confirming that the ship's tanks are clean & dry prior to loading
 - 11.9.9.4. Presentation of quality certificate issued by the independent inspector at discharge port, Colombo.
 - 11.9.9.5. Presentation of out-turn quantity report issued by the independent inspector at discharge port, Colombo.
 - 11.9.9.6. Obtaining prior approval of CEYPETCO for such LOI format.

AMENDMENT 19. PLEASE NOTE THAT THE CLAUSE NO. 12. LOCAL AGENT AND LOCAL AGENCY COMMISSION IN ANNEX - 'F' - PROPOSED AGREEMENT IS AMENDED AND REPLACED AS FOLLOWS.

- 2.10. The local agent's commission of USD per Bbl or MT or lump sum will be deducted from the total DAP Colombo value and paid in Sri Lanka Rupees / No local agency commission is payable.

AMENDMENT 20. PLEASE NOTE THAT THE SUB CLAUSE NO. 14.7. UNDER CLAUSE 14. CLAIMS AND DISPUTES IN ANNEX - 'F' - PROPOSED AGREEMENT IS AMENDED AND REPLACED AS FOLLOWS.

- 14.7. This contract shall be governed by and construed in accordance with the English Law excluding any conflict of laws and rules.

AMENDMENT 21. PLEASE NOTE THAT THE SUB CLAUSE NO. 18.1.9. UNDER CLAUSE 18.1. REQUIREMENTS OF TANKERS FOR DISCHARGING OF PRODUCT VIA DOLPHIN TANKER BERTH, COLOMBO IN ANNEX - 'F' - PROPOSED AGREEMENT IS AMENDED AND REPLACED AS FOLLOWS.

18.1.9. Accommodation/meals

- 18.1.9.1. Following personnel would stay on board throughout the period of tanker made fast at dolphin tanker berth.

- 18.1.9.1.1. two loading masters
 - 18.1.9.1.2. one sample collector (crew)
 - 18.1.9.1.3. one independent inspector (junior officer)
 - 18.1.9.1.4. one internal auditor from CPSTL
- 18.1.9.2. Proper accommodation on officers' deck should be arranged for loading masters, independent inspectors and internal auditor from CPSTL.
 - 18.1.9.3. Meals for loading masters, independent inspectors and internal auditor from CPSTL should be served in officers' dining saloon.

AMENDMENT 22. PLEASE NOTE THAT THE SUB CLAUSE NO. 18.2.17. UNDER CLAUSE 18.2. REQUIREMENTS OF TANKERS FOR DISCHARGING OF PRODUCT VIA SPM MUTHURAJAWELA, COLOMBO IN ANNEX - 'F' - PROPOSED AGREEMENT IS AMENDED AND REPLACED AS FOLLOWS.

18.2.17. Accommodation/meals

- 18.2.17.1. Following personnel would stay on board throughout the period of tanker made fast to the buoy.
 - 18.2.17.1.1. two mooring masters (senior master mariners)
 - 18.2.17.1.2. one cargo receiver
 - 18.2.17.1.3. one loading master
 - 18.2.17.1.4. one sample collector (crew)
 - 18.2.17.1.5. one independent inspector (junior officer)
 - 18.2.17.1.6. one internal auditor from CPSTL
- 18.2.17.2. Proper accommodation on officers' deck should be arranged for mooring masters, loading masters, independent inspectors and internal auditor from CPSTL.
- 18.2.17.3. Meals for mooring masters, loading masters, independent inspectors and internal auditor from CPSTL should be served in officers' dining saloon.

AMENDMENT 22. PLEASE NOTE THAT THE SUB CLAUSE NO. 19.2. UNDER CLAUSE 19. LIQUIDATED DAMAGES IN ANNEX - 'F' - PROPOSED AGREEMENT IS AMENDED AND REPLACED AS FOLLOWS.

- 2.10. The Seller is fully responsible to deliver the agreed quantity of cargo under each shipment. In the event of failure to deliver the agreed quantity below minus five percent (-5%) (Out-turn quantity vs. B/L quantity) as per Clause 5. Quantity, the Seller will be held liable for the payment of damages or losses to the Buyer at the rate of USD 10,000 per each 1,000 MT of short loaded quantity or part thereof on pro-rata basis.

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.


 COMMERCIAL MANAGER/CEYPETCO/CE/0050