



## **TENDER NOTICE**

### **CEYLON PETROLEUM CORPORATION (CEYPETCO)**

**BID FOR THE SUPPLY OF A CARGO OF 280,000 BBLS +/-5% OF  
GAS OIL (0.05% MAX SULPHUR)**

**REF: BK/30/2024**

**FOR DUAL BERTH DISCHARGE AT DOLPHIN TANKER BERTH AND SPM  
MUTHURAJAWELA, COLOMBO DURING LAYCAN 04-05/08/2024 ON  
DAP COLOMBO BASIS (INCOTERMS 2010)**

CHAIRMAN,  
SPECIAL STANDING CABINET APPOINTED PROCUREMENT COMMITTEE (SSCAPC)  
C/O. COMMERCIAL MANAGER  
07<sup>TH</sup> FLOOR,  
CEYLON PETROLEUM CORPORATION  
No. 609, DR. DANISTER DE SILVA MAWATHA,  
COLOMBO 09,  
SRI LANKA.

20/06/2024



## INVITATION FOR BIDS

### CEYLON PETROLEUM CORPORATION (CEPETCO)

**BID FOR THE SUPPLY OF A CARGO OF 280,000 BBLs +/-5% OF  
GAS OIL (0.05% MAX SULPHUR)**

**FOR DUAL BERTH DISCHARGE AT DOLPHIN TANKER BERTH AND SPM  
MUTHURAJAWELA, COLOMBO DURING LAYCAN 04-05/08/2024 ON  
DELIVERED AT PLACE (DAP) COLOMBO BASIS (INCOTERMS 2010)**

#### **SECTION 1 – INSTRUCTIONS TO BIDDERS (ITB)**

##### **1.1. INTRODUCTION**

THE CHAIRMAN, SPECIAL STANDING CABINET APPOINTED PROCUREMENT COMMITTEE (SSCAPC), ON BEHALF OF CEYLON PETROLEUM CORPORATION (HEREIN AFTER REFERRED TO AS 'CEPETCO') INVITES FIRM OFFERS **FROM THE SUPPLIERS REGISTERED WITH CEPETCO** FOR THE SUPPLY OF A CARGO OF **280,000 BBLs +/-5% OF GAS OIL (0.05% MAX SULPHUR)** FOR DUAL BERTH DISCHARGE AT DOLPHIN TANKER BERTH AND SPM MUTHURAJAWELA, COLOMBO DURING LAYCAN **04-05/08/2024 ON DAP COLOMBO BASIS (INCOTERMS 2010)**. IT IS IMPERATIVE THAT THE SHIPMENT IS DELIVERED IN COLOMBO DURING THE TWO DAY DELIVERY LAYCAN **04-05/08/2024**. THE FIRST BERTH OF DELIVERY IS TO BE DETERMINED AT THE TIME OF ARRIVAL OF VESSEL AT COLOMBO.

INTERESTED SUPPLIERS MAY REQUEST FURTHER INFORMATION / CLARIFICATIONS FROM THE COMMERCIAL MANAGER OF CEYLON PETROLEUM CORPORATION [TEL: 0094-115664649; FAX: 0094-115455406; EMAIL: [cm@cepetco.gov.lk](mailto:cm@cepetco.gov.lk) and [commercial@cepetco.gov.lk](mailto:commercial@cepetco.gov.lk)]

##### **1.2. ISSUE OF BIDDING DOCUMENT**

LOCAL AGENTS OF THE REGISTERED SUPPLIERS COULD OBTAIN BIDDING DOCUMENT FROM THE COMMERCIAL MANAGER BETWEEN 0900 HRS. AND 1500 HRS. (SRI LANKA TIME) ON ANY WORKING DAY COMMENCING FROM **20<sup>TH</sup> JUNE 2024 TO 01<sup>ST</sup> JULY 2024**.

OR

REGISTERED SUPPLIERS COULD DOWNLOAD THE RELEVANT BID DOCUMENT FROM THE CEPETCO WEB SITE [www.cepetco.gov.lk](http://www.cepetco.gov.lk)

### **1.3. ELIGIBILITY FOR BIDDING**

ONLY THE SUPPLIERS WHO HAVE CURRENTLY BEEN REGISTERED WITH CEYPETCO UNDER THE RELEVANT PRODUCT ARE ELIGIBLE TO SUBMIT BIDS. **THOSE SUPPLIERS WHO ARE SUSPENDED BY CEYPETCO ARE NOT ELIGIBLE FOR BIDDING.**

### **1.4. SUBMISSION OF BIDS**

PLEASE REFER CLAUSE 2.26.

### **1.5. LOCAL AGENT**

PLEASE REFER CLAUSE 2.13.

### **1.6. AWARD OF THE TENDER**

PLEASE REFER CLAUSE 2.17.

### **1.7. PRICING METHODOLOGY / CURRENCY**

ALL VALUES SHOULD BE INDICATED IN UNITED STATES DOLLARS (USD).

### **1.8. BID SECURITY**

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

1.8.1.1. PRIOR TO THE BID OPENING, BIDDERS SHALL DEPOSIT THE UNITED STATES DOLLARS TWO HUNDRED THOUSAND (USD 200,000/=) AMOUNT TO THE ACCOUNT NO. 0001450821 OPERATING IN BANK OF CEYLON, SRI LANKA.

1.8.1.2. THE CASH DEPOSIT SHOULD BE DEPOSITED FOR A MINIMUM PERIOD OF THIRTY (30) DAYS FROM THE DATE OF CLOSING OF THE BID.

1.8.1.3. 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 CONSIDARD FOR EVALUATION.

**OR**

#### **1.8.2 BID SECURITY GUARANTEE**

1.8.2.1. PRIOR TO THE BID OPENING, BIDDERS SHALL ESTABLISH A BID SECURITY GUARANTEE FOR UNITED STATES DOLLARS TWO HUNDRED THOUSAND (USD 200,000/=) FOR THE TENDER UNDERTAKING THAT THE BID WILL BE HELD VALID FOR THE SPECIFIED BID VALIDITY 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 CEYLON PETROLEUM CORPORATION AND PAYABLE TO THE SAME ON DEMAND. THE ORIGINAL BID SECURITY GUARANTEE SHALL BE SUBMITTED ALONG WITH THE OFFER.

1.8.2.2. THE BID SECURITY GUARANTEE SHALL BE VALID FOR A MINIMUM THIRTY (30) DAYS FROM THE DATE OF CLOSING OF THE BID. THE FORMAT OF BID SECURITY GUARANTEE IS ANNEXED **HERETO AS ANNEX - 'A'**.

1.8.3 PLEASE NOTE THAT ALL BIDDERS IRRESPECTIVE OF WHETHER THEY ARE RECOGNIZED GOVERNMENT OWNED INSTITUTIONS / SUBSIDIARIES AND/OR OIL MAJORS SHALL SUBMIT THE CASH DEPOSIT IN USD OR BID SECURITY GUARANTEE.

1.8.4 FAILURE TO SUBMIT THE BID SECURITY GUARANTEE OR CASH DEPOSIT, 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 CALL ON THE BID SECURITY GUARANTEE OR CASH DEPOSIT IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO SUBMIT A PERFORMANCE SECURITY GUARANTEE, WITHIN A PERIOD OF SEVEN (7) WORKING DAYS SUBSEQUENT TO WRITTEN INSTRUCTION FROM CEYPETCO TO ENTER INTO THE SAID CONTRACT.

1.8.5 THE BID SECURITY GUARANTEE OR CASH DEPOSIT OF THE SUCCESSFUL BIDDER WILL BE RETURNED ONLY AFTER THE SUBMISSION OF THE PERFORMANCE SECURITY GUARANTEE BY THE SUCCESSFUL BIDDER. CEYPETCO SHALL BE ENTITLED TO CALL ON THE BID SECURITY GUARANTEE UNLESS A PERFORMANCE SECURITY GUARANTEE IS PROVIDED BY THE SUCCESSFUL BIDDER, ON THE DATE SPECIFIED BY CEYPETCO.

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

**1.9. CORRECTION OF ERRORS**

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

**2 SECTION 2 - TERMS & CONDITIONS OF THE BID**

**2.1. BUYER**

CEYLON PETROLEUM CORPORATION (CEYPETCO),  
NO. 609,  
DR. DANISTER DE SILVA MAWATHA,  
COLOMBO 09,  
SRI LANKA.

**2.2. CONTRACTUAL CARGO QUANTITY**

2.2.1. TOTAL QUANTITY OF PRODUCT REQUIRED UNDER THIS CONTRACT IS AS FOLLOWS.

<b>PRODUCT</b>	<b>TOTAL CONTRACTUAL QUANTITIES</b>
GAS OIL (0.05% MAX SULPHUR)	280,000 BBLs +/-5%

2.2.2. THE TOTAL QUANTITY OF THE SHIPMENT SHALL BE AS PER THE COMBINATION IN ANNEX – 'B' WHERE TOTAL CARGO SIZE IS 280,000 BARRELS.

- 2.2.3. THE TOTAL QUANTITY OF THE PRODUCT SHALL BE LOADED WITHIN THE TOLERANCE AS 280,000 BBLs +/-5% OF GAS OIL (0.05% MAX SULPHUR)
- 2.2.4. ANY DEVIATION TO THE PLUS / MINUS FIVE PERCENT (+/-5%) TOLERANCE LIMIT SPECIFIED UNDER 2.2.3. WILL ONLY BE CONSIDERED UNDER SPECIAL CIRCUMSTANCES, ON MUTUAL AGREEMENT BETWEEN CEYPETCO AND THE SUCCESSFUL SUPPLIER/ BIDDER.

### **2.3. DELIVERY**

- 2.3.1. THE TWO DAY DELIVERY LAYCAN SHALL BE COMMENCED FROM 0001 HRS OF THE FIRST DAY OF THE DELIVERY LAYCAN UP TO THE 2400 HRS OF THE SECOND DAY OF THE TWO DAY DELIVERY LAYCAN.
- 2.3.2. THE SUCCESSFUL SUPPLIER/ BIDDER SHALL DISCHARGE THE FULL CARGO AS GIVEN IN **ANNEX -'B'** EITHER DUAL BERTH AT BOTH DOLPHIN TANKER BERTH, COLOMBO AND SPM MUTHURAJAWELA, COLOMBO OR SINGLE BERTH AT DOLPHIN TANKER BERTH, COLOMBO OR SPM MUTHURAJAWELA, COLOMBO.
- 2.3.3. CEYPETCO SHALL NOTIFY THE SUCCESSFUL SUPPLIER/ BIDDER ABOUT THE PREFERRED DISCHARGING OPTION OF CARGO I.E. EITHER DUAL BERTH DISCHARGE AT BOTH DOLPHIN TANKER BERTH, COLOMBO AND SPM MUTHURAJAWELA, COLOMBO OR SINGLE BERTH DISCHARGE AT DOLPHIN TANKER BERTH, COLOMBO OR SPM MUTHURAJAWELA, COLOMBO UPON ARRIVAL OF THE VESSEL AT COLOMBO.

### **2.4. IMPORTANT**

#### **2.4.1 SUPPLY OF GAS OIL (0.05% M.S.) UNDER 30 DAYS LC OR EX-STORAGE MODALITY**

- 2.4.1.1. IT IS IMPERATIVE THAT THE CARGO IS DELIVERED FOR DUAL BERTH DISCHARGE AT DOLPHIN TANKER BERTH AND SPM MUTHURAJAWELA, COLOMBO OR SINGLE BERTH DELIVERY AT DOLPHIN TANKER BERTH, COLOMBO OR SPM MUTHURAJAWELA, COLOMBO **IN ONE LOT** DURING THE TWO DAY CONTRACTUAL LAYCAN UNDER **30 DAYS LC OR EX-STORAGE MODALITY** UNDER NO CIRCUMSTANCES THE CARGO WILL BE ACCEPTED IN TWO SEPARATE TANKERS. SHOULD THE SUCCESSFUL SUPPLIER / BIDDER FAIL TO DELIVER THE CARGO FOR TWO BERTH DISCHARGE AT DOLPHIN TANKER BERTH AND SPM MUTHURAJAWELA, COLOMBO IN ONE LOT DURING THE SAID TWO DAY CONTRACTUAL LAYCAN, THE SUCCESSFUL SUPPLIER / BIDDER WOULD BE HELD LIABLE FOR HEAVY PENALTIES AND ALL CONSEQUENTIAL LOSSES.

#### **2.4.2 SUPPLY OF GAS OIL (0.05% M.S.) UNDER EX-STORAGE MODALITY**

- 2.4.2.1. THE QUANTITY OF THE PRODUCT DISCHARGED AT THE COLOMBO PORT SHALL BE CERTIFIED BY THE MUTUALLY APPOINTED INDEPENDENT INSPECTOR AND SHALL THEREUPON BE STORED AT THE STORAGE FACILITIES OWNED AND OPERATED BY THE CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AT THE OIL TERMINALS LOCATED AT KOLONNAWA ("STORAGE FACILITY") AND WILL BE DISCHARGED ADOPTING THE USUAL DISTRIBUTION AND OPERATIONAL PROCEDURES OF CPSTL/CEYPETCO SUBJECT TO THE ADHERENCE OF USUAL QUANTITY MEASUREMENT AND OTHER REGULAR STANDARDS APPLICABLE DURING TERMINAL OPERATIONS USED IN THE CURRENT SUPPLY

CHAIN. FOR THE AVOIDANCE OF DOUBT EACH WITHDRAWAL OF THE PRODUCT FROM THE STORAGE FACILITY SHALL BE SUBJECT TO CLAUSE 2.4.2. AND SHALL REQUIRE THE PRIOR WRITTEN APPROVAL OF THE MUTUALLY APPOINTED INDEPENDENT INSPECTOR.

2.4.2.2. PRIOR TO WITHDRAWING THE PRODUCT FROM THE STORAGE FACILITY, CEYPETCO SHALL INFORM THE SUCCESSFUL SUPPLIER/ BIDDER THE QUANTITY WHICH WOULD BE WITHDRAWN AND EFFECT PAYMENT IN FULL AS SPECIFIED UNDER THE CLAUSE 2.12 IN RESPECT OF THE SAID QUANTITY OF WITHDRAWAL IN UNITED STATES DOLLARS BY WAY OF TELEGRAPHIC TRANSFER (TT) TO THE BANK ACCOUNT OF THE SUCCESSFUL SUPPLIER/ BIDDER.

2.4.2.3. RECEIPT BY THE SUCCESSFUL SUPPLIER/ BIDDER OF THE FULL PAYMENT FOR THE PRODUCT WITHDRAWAL QUANTITY FROM CEYPETCO AS WELL AS THE APPROVAL OF THE MUTUALLY APPOINTED INDEPENDENT INSPECTOR SHALL BE CONDITIONS PRECEDENT TO THE RELEVANT WITHDRAWAL FROM THE STORAGE FACILITY.

2.4.2.4. THE PAYMENT ENTITLED TO THE SUCCESSFUL SUPPLIER/ BIDDER SHALL BE LIMITED TO THE VALUE IN USD BASED ON CORRESPONDING INVOICING QUANTITY. INVOICING QUANTITY WILL BE THE QUANTITY IN THE ORIGINAL B/L SHALL BE BINDING ON BOTH PARTIES SUBJECTED TO CLAUSE NO 2.11.1 “ OUT-TURN LOSS”

2.4.2.5. OUT-TURN QUANTITY WILL BE REPORTED AND CERTIFIED BY THE INDEPENDENT INSPECTOR IN THE “CERTIFICATE OF QUANTITY” ISSUED AT THE DISCHARGE PORT.

2.4.2.6. CEYPETCO AND CPSTL SHALL HOLD THE CUSTODY OF THE PRODUCT RECEIVED FROM THE SUCCESSFUL SUPPLIER/ BIDDER AT THE STORAGE FACILITY OWNED BY THE CPSTL AT ITS COST UNTIL SALES ARE COMPLETED.

2.4.2.7. CEYPETCO AND CPSTL SHALL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE PRODUCT CARGO WHILE IN CEYPETCO / CPSTL STORAGE TANKS UNTIL THE EX-STORAGE MODALITY AGREEMENT WILL BE TERMINATED AS PER ANY OF THE CLAUSES UNDER CLAUSE 18. “TERMINATION” IN THE AGREEMENT.

## **2.5. THIRD PARTY CARGO**

2.5.1 TENDERERS ARE NOT PERMITTED TO CARRY ANY THIRD PARTY CARGO ALONG WITH THIS CARGO IN THE SAME TANKER.

## **2.6. QUALITY**

2.6.1 **BIDDER SHALL ENSURE THAT THE PRODUCT OFFERED ARE IN CONFORMITY WITH THE RELEVANT SPECIFICATIONS GIVEN IN ANNEX - ‘C’ FOR GAS OIL (0.05% MAX SULPHUR).** BIDDER SHALL STATE THE COMPLIANCE TO THE SPECIFICATIONS IN ANNEX - ‘C-1’ FOR GAS OIL (0.05% MAX SULPHUR) AND SUBMIT ALONG WITH THE BID.

## **2.7. SOURCE OF SUPPLY**

2.7.1 THE COUNTRY OF ORIGIN & THE PORT OF SHIPMENT OF PRODUCT SHALL BE CLEARLY INDICATED.

2.7.2 CEYPETCO PREFERS TO BUY GAS OIL (0.05% MAX SULPHUR) DIRECTLY FROM REFINERIES.

2.7.3 ON BOARD BLENDING OF PRODUCTS ARE STRICTLY PROHIBITED.

2.7.4 IF THE PRODUCTS ARE PURCHASED FROM A THIRD PARTY, THE FULL DETAILS OF THE THIRD PARTY INCLUDING THE ORIGINAL SOURCE OF PURCHASE SHALL BE CLEARLY INDICATED.

## **2.8. MODE OF LOADING/PORT OF LOADING**

**2.8.1** UNDER THIS SHIPMENT, THE PRODUCT SHALL BE LOADED ON TO THE NOMINATED VESSEL **ONLY FROM SHORE TANKS** AND THE **SHIP TO SHIP TRANSFER OF PRODUCTS IS STRICTLY PROHIBITED**.

**2.8.2** UNDER NO CIRCUMSTANCES THE PRODUCT SHALL BE LOADED TO THE **SLOP TANKS** OF THE VESSEL. THE PRODUCT LOADING PLAN SHALL BE PROVIDED TO CEYPETCO INDICATING ALL NOMINATED TANKS.

## **2.9. INSPECTION**

### **2.9.1 INSPECTION AT LOAD PORT**

2.9.1.1. CEYPETCO SHALL NOMINATE AN INDEPENDENT INSPECTOR (GEO-CHEM / ITS CALEB BRETT / SBC ASIA – SAYBOLT / BUREAU VERITAS / CCIC/ AMSPEC) ACCEPTABLE TO THE SUCCESSFUL SUPPLIER/ BIDDER TO SAMPLE, TEST AND CERTIFY THE QUALITY OF THE PRODUCT FOR INCONFORMITY WITH THE TENDER SPECIFICATIONS AND THE QUANTITY FOR INCONFORMITY WITH THE TENDER CONDITIONS. THEY SHOULD PRESENT AT THE TIME OF LOADING OF THE CARGO TO CARRYOUT THE INSPECTION AND TO PREPARE THE QUALITY AND QUANTITY CERTIFICATES AND ANY OTHER DOCUMENTS SPECIFIED.

2.9.1.2. CEYPETCO RESERVES THE RIGHT TO NOMINATE A SECOND INSPECTION COMPANY AT ITS SOLE DISCRETION TO WITNESS THE QUALITY & QUANTITY OF THE PRODUCT AT LOAD PORT AS AND WHEN REQUIRED AT **ITS OWN COST**.

2.9.1.3. IT IS THE RESPONSIBILITY OF THE SUCCESSFUL SUPPLIER/ BIDDER TO ENSURE THE PRESENCE OF THE INDEPENDENT INSPECTOR AT THE TIME OF SAMPLING, TESTING AND LOADING OF THE CARGO AT THE LOAD PORT. THE SUCCESSFUL SUPPLIER/ BIDDER SHALL CO-OPERATE AND LIAISE WITH THE INDEPENDENT INSPECTOR TO ENSURE THAT THE INSPECTION IS CARRIED OUT TO THE SATISFACTION OF CEYPETCO. UNDER NO CIRCUMSTANCES THE QUALITY OF THE CARGO SHALL BE TESTED AT THE LABORATORY AT THE LOAD PORT OR THE CARGO LOADED ON TO THE VESSEL AT THE LOAD PORT WITHOUT THE PRESENCE OF THE INDEPENDENT INSPECTOR APPOINTED AS PER SUB CLAUSE 2.9.1.1. AND THE SECOND INSPECTOR IF NOMINATED BY CEYPETCO AS PER SUB CLAUSE 2.9.1.2. IN CASE CEYPETCO REQUESTS, THE INDEPENDENT INSPECTOR AT LOAD PORT IS ALSO RESPONSIBLE TO SEND A SHIP'S COMPOSITE SAMPLE WITH SUFFICIENT QUANTITY AT THE EARLIEST POSSIBLE TIME AFTER LOADING THE VESSEL TO REACH CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) LABORATORY AT COLOMBO VIA AIR FREIGHT. IN THIS CASE, ALL RELATED COST SHALL BE UNDER CEYPETCO ACCOUNT.

- 2.9.1.4. CEYPETCO WILL FURNISH FULL PARTICULARS OF THE RESPECTIVE CARGO TO BE PURCHASED TO THE INDEPENDENT INSPECTOR UNDER ADVICE TO THE SUCCESSFUL SUPPLIER/ BIDDER. THE QUALITY AND QUANTITY OF THE PRODUCT SHALL BE TESTED IN ACCORDANCE WITH GOOD INDUSTRY STANDARDS AND PRACTICES, USING INTERNATIONALLY ACCEPTED SAMPLING AND ANALYTICAL / TESTING METHODS STIPULATED IN RELEVANT SPECIFICATION SHEETS.
- 2.9.1.5. SHORE TANK QUALITY CERTIFICATE ISSUED BY THE SUCCESSFUL SUPPLIER'S/ BIDDER'S TERMINAL AND SIGNED BY THE MUTUALLY AGREED INDEPENDENT INSPECTOR, SHALL BE FORWARDED/COMMUNICATED TO THE DEPUTY GENERAL MANAGER (COMMERCIAL & SUPPLY CHAIN) OR COMMERCIAL MANAGER OF CEYPETCO THROUGH E-MAIL, BEFORE COMMENCEMENT OF LOADING.
- 2.9.1.6. THE SUCCESSFUL SUPPLIER/BIDDER SHALL ENSURE THAT VESSEL LOADS ONLY THE PRODUCT THAT MEETS EACH, EVERY AND ALL SPECIFICATIONS AS SPECIFIED BY CEYPETCO IN THE CONTRACT. THE INDEPENDENT INSPECTOR NOMINATED BY CEYPETCO AND ACCEPTED BY THE SUCCESSFUL SUPPLIER/BIDDER SHALL ALSO ENSURE THAT THE VESSEL LOADS ONLY PRODUCT THAT ARE ON SPECIFICATIONS.
- IF THE LOAD PORT QUALITY CERTIFICATES OF THE PRODUCT DOES NOT MEET THE CEYPETCO CONTRACTUAL SPECIFICATIONS, CEYPETCO SHALL COMMUNICATE THE REJECTION OF SUCH PRODUCT WITH REASONS WITHIN A REASONABLE TIME PERIOD AFTER THE SUCCESSFUL SUPPLIER/BIDDER HAS SENT THE QUALITY CERTIFICATES THROUGH E-MAIL. UNDER NO CIRCUMSTANCES THE LOADING SHALL BE DELAYED, IF ALL THE PARAMETERS OF LOAD PORT QUALITY CERTIFICATES FOR THE PRODUCT IS ON SPECIFICATIONS.
- 2.9.1.7. CEYPETCO SHALL PROVIDE AT LEAST THREE (03) E-MAIL ADDRESSES FOR SUCH CORRESPONDENCE TO THE SUCCESSFUL SUPPLIER/ BIDDER AND THE SUCCESSFUL SUPPLIER/ BIDDER SHALL SEND THE QUALITY CERTIFICATES TO ALL THREE E-MAIL ADDRESSES PROVIDED BY THE BUYER FOR THE SAID PURPOSE.
- 2.9.1.8. THE SUCCESSFUL SUPPLIER/BIDDER SHALL LOAD THE CARGO COMPLYING WITH CEYPETCO TENDER SPECIFICATION AT THEIR OWN RISK.
- 2.9.1.9. THE SUCCESSFUL SUPPLIER/ BIDDER SHALL BE BOUND TO PROVIDE A TANK CLEANLINESS & DRY CERTIFICATE SIGNED BY THE INDEPENDENT INSPECTOR CERTIFYING THE INSPECTION AND WITNESSING, ENSURING DRY AND CLEANLINESS OF THE VESSEL'S TANKS & LINES BEFORE LOADING AND VESSEL'S TANKS FACILITIES SUCH AS PIPELINES, PUMPS AND STRAINERS TO BE CLEANED, DRY AND SUITABLE FOR GAS OIL (0.05% MAX SULPHUR) THROUGH THE INDEPENDENT INSPECTOR.
- 2.9.1.10. IT IS EXTREMELY IMPORTANT TO SUBMIT THE ABOVE CERTIFICATE TO CEYPETCO BY THE SUCCESSFUL SUPPLIER/BIDDER THROUGH INDEPENDENT INSPECTOR PRIOR TO COMMENCEMENT OF LOADING. THE SUCCESSFUL SUPPLIER/ BIDDER SHALL BE RESPONSIBLE TO LOAD THE CARGO INTO THE CLEAN AND DRY TANKS OF THE VESSEL AS CERTIFIED BY THE INDEPENDENT INSPECTOR.



- 2.9.1.11. IN THE EVENT PRODUCT IS LOADED FROM DIFFERENT SHORE TANKS, INDEPENDENT INSPECTOR SHALL PROVIDE QUALITY CERTIFICATES IN RESPECT OF EACH AND EVERY SHORE TANK.
- 2.9.1.12. THE COST OF INSPECTION AT LOAD PORT SHALL BE SHARED EQUALLY BETWEEN CEYPETCO AND THE SUCCESSFUL SUPPLIER/BIDDER.
- 2.9.1.13. QUANTITIES MENTIONED IN THE BILLS OF LADING (B/Ls) AT RESPECTIVE LOAD PORTS SHALL BE BINDING ON BOTH PARTIES.
- 2.9.1.14. IN THE EVENT THAT THE SUCCESSFUL SUPPLIER/BIDDER DOES NOT AGREE TO THE NOMINATED INDEPENDENT INSPECTOR BY CEYPETCO AS PER THE CLAUSE 2.9.1.1., THE SUCCESSFUL SUPPLIER/ BIDDER IS PERMITTED TO NOMINATE AN ALTERNATIVE INDEPENDENT INSPECTOR FROM COMPANIES LISTED UNDER THE SAID CLAUSE. UNDER NO CIRCUMSTANCES THE SUCCESSFUL SUPPLIER/ BIDDER SHALL BE PERMITTED TO CHANGE SUCH ALTERNATIVE NOMINATION THEREAFTER.

## **2.9.2 INSPECTION AT DISCHARGE PORT**

- 2.9.2.1 DISCHARGE PORT INDEPENDENT INSPECTOR SHALL BE DIFFERENT TO THAT OF THE LOAD PORT.
- 2.9.2.2 THE QUALITY AT DISCHARGE PORT COLOMBO SHALL BE DETERMINED BY CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) LABORATORY AND WITNESSED BY THE INDEPENDENT INSPECTOR (ITS CALEB BRETT / GEO-CHEM / SBC ASIA – SAYBOLT / BUREAU VERITAS) AT COLOMBO AND ONE REPRESENTATIVE IF NOMINATED BY THE SUCCESSFUL BIDDER. SUCH DETERMINATIONS SHALL BE BASED ON THE RECOGNISED CARGO ANALYSIS CARRIED OUT BY THE CPSTL LABORATORY. THE CERTIFICATE OF QUALITY ISSUED BY CPSTL LABORATORY AS WITNESSED BY THE INDEPENDENT INSPECTOR AT COLOMBO BASED ON SUCH RECOGNISED CARGO ANALYSIS SHALL BE BINDING ON BOTH PARTIES.  
  
CEYPETCO SHALL RESERVE THE RIGHT TO DEPLOY ITS OWN REPRESENTATIVE/S TO WITNESS THE SAMPLING / TESTING PERFORMED AT THE VESSEL / CPSTL LABORATORY.
- 2.9.2.3 A SHIP TANK COMPOSITE SAMPLE WITH ADEQUATE QUANTITY FOR THE PRODUCT SHALL BE DRAWN FROM THE SHIP'S TANKS ACCORDING TO ASTM STANDARD METHOD OF SAMPLING BY A MUTUALLY AGREED INDEPENDENT INSPECTOR AT DISCHARGE PORT WITNESSED BY CEYPETCO / CPSTL REPRESENTATIVES AND REPRESENTATIVE IF NOMINATED BY THE SUCCESSFUL SUPPLIER/BIDDER. SAMPLES SHALL BE PROPERLY SEALED AND AUTHENTICATED BY THE INDEPENDENT INSPECTOR, VESSEL'S MASTER OR REPRESENTATIVE OF THE MASTER AND REPRESENTATIVES OF THE CEYPETCO / CPSTL AND REPRESENTATIVE IF NOMINATED BY THE SUCCESSFUL SUPPLIER/BIDDER.  
SUCH SAMPLE WILL BE ANALYZED AT THE CPSTL LABORATORY ACCORDING TO CONTRACTUAL SPECIFICATION AND SHALL BE WITNESSED BY THE MUTUALLY AGREED INDEPENDENT INSPECTOR. THE RESULT OF THE ANALYSIS SHALL BE THE RECOGNIZED CARGO ANALYSIS AND SHALL BE BINDING ON BOTH PARTIES.

2.9.2.4 UNDER NO CIRCUMSTANCES A REPRESENTATIVE OF THE SUCCESSFUL SUPPLIER/BIDDER FROM AN INSPECTION COMPANY AND AN EMPLOYEE OF THE INSPECTION COMPANY AS MENTIONED UNDER SUB CLAUSE 2.9.2.2. WILL BE ALLOWED.

2.9.2.5 UNDER NO CIRCUMSTANCES A PROTECTIVE INSPECTOR WILL BE ALLOWED TO THE SUCCESSFUL SUPPLIER/BIDDER OTHER THAN THE MUTUALLY AGREED INDEPENDENT INSPECTOR.

2.9.2.6 THE SUCCESSFUL SUPPLIER/BIDDER SHALL DECLARE IN THE BID THAT THE CERTIFICATE OF QUALITY AT DISCHARGE PORT FOR THE 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 2.9.2.3.

2.9.2.7 HOWEVER, IN THE EVENT THE FIRST COMPOSITE SAMPLE DOES NOT MEET THE CONTRACTUAL SPECIFICATIONS, THE INDEPENDENT INSPECTOR WILL BE REQUESTED TO DRAW A SECOND SET OF SAMPLES FROM VESSEL'S INDIVIDUAL TANKS IN THE PRESENCE OF REPRESENTATIVES FROM CEYPETCO/CPSTL, A REPRESENTATIVE FROM THE SUCCESSFUL SUPPLIER/ BIDDER'S CARGO INSURER, TWO REPRESENTATIVES FROM THE SUCCESSFUL SUPPLIER/ BIDDER AND ONE REPRESENTATIVE FROM THE PROTECTION & INDEMNITY INSURANCE (P&I CLUB).

SUCH INDIVIDUAL SAMPLE WILL BE ANALYZED AT THE LABORATORY OF CPSTL ACCORDING TO THE CONTRACTUAL SPECIFICATIONS AND SHALL BE WITNESSED BY THE MUTUALLY AGREED INDEPENDENT INSPECTOR. THE RESULTS OF THESE ANALYSIS BASED ON THE SAMPLES DRAWN FROM VESSEL'S INDIVIDUAL TANKS SHALL BE THE RECOGNIZED CARGO ANALYSIS AND SHALL BE BINDING ON BOTH PARTIES. ALL REPRESENTATIVES WITNESS THIS TEST REQUIRED TO BE SIGNED EACH OF THE FULL TEST CERTIFICATES ISSUED BY CPSTL LABORATORY.

2.9.2.8 IF THE SPECIFICATION OF THE PRODUCT DEVIATED FROM THE CEYPETCO STANDARD SPECIFICATIONS, CEYPETCO RESERVES THE RIGHT TO REJECT THE PRODUCT.

2.9.2.9 UNDER NO CIRCUMSTANCES ANY TESTING RESULTS FROM ANY OTHER LABORATORIES OTHER THAN THE CPSTL LABORATORY SHALL BE ENTERTAINED FOR FINAL DETERMINATION OF THE QUALITY OF THE SUBJECT CARGO.

2.9.2.10 IN THE EVENT OF CEYPETCO DECIDING TO ACCEPT A PART CARGO ON BOARD THE VESSEL BASED ON THE TEST RESULTS OF THE SECOND TEST FOR THE INDIVIDUAL TANKS, THE PART CARGO SHALL BE DISCHARGED AT ITS SOLE DISCRETION OF CEYPETCO. IN CASE IT IS DECIDED TO ACCEPT PART CARGO DISCHARGE, THEN LAYTIME AND DEMURRAGE TO BE PRO-RATED IN LINE WITH THE QUANTITY OF CARGO DISCHARGED. THE TIME PERIOD BETWEEN FIRST REJECTION OF THE CARGO OR PART CARGO AND RECOMMENCEMENT OF THE LAYTIME FOR THE PART CARGO SHALL NOT BE COUNTED AS USED LAYTIME.

2.9.2.11 THE QUALITY CERTIFICATE AT DISCHARGE PORT, COLOMBO SHALL BE ISSUED BY THE INDEPENDENT INSPECTOR BASED ON THE TEST REPORT OF CPSTL LABORATORY.

2.9.2.12 DISCHARGE OF VESSEL SHALL COMMENCE ONLY AFTER THE CERTIFICATE OF QUALITY AT DISCHARGE PORT, AS ISSUED BY INDEPENDENT INSPECTOR BASED ON THE TESTS

REPORTS OF CPSTL LABORATORY COUNTERSIGNED BY CEYPETCO'S REPRESENTATIVE IS IN POSSESSION OF THE SUCCESSFUL SUPPLIER'S/ BIDDER.

2.9.2.13 THE QUANTITY OF THE PRODUCT AT THE DISCHARGE PORT COLOMBO SHALL BE DETERMINED BY AN INDEPENDENT INSPECTOR (ITS CALEB BRETT / GEO-CHEM/ SBC ASIA – SAYBOLT / BUREAU VERITAS) AT COLOMBO. SUCH DETERMINATIONS SHALL BE REPORTED ON THE CERTIFICATE OF QUANTITY.

IN THE EVENT THAT THE OUT-TURN LOSS (OUT-TURN QUANTITY VS. B/L QUANTITY) IS IN EXCESS OF 0.5% AND/OR THERE IS ANY FREE FLOWING PRODUCT LEFT ON BOARD AS REPORTED AND CERTIFIED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT, THE SUCCESSFUL SUPPLIER/ BIDDER SHALL DEDUCT THE EXCESS LOSS AND/OR FREE FLOWING PRODUCT LEFT ON BOARD FROM THE BILL OF LADING QUANTITY FOR INVOICE PURPOSES.

2.9.2.14 IN THE EVENT THE OUT-TURN LOSS IS PROVED TO BE DUE TO CEYPETCO'S FAULT INCLUDING BUT NOT LIMITED TO DISCHARGING PIPE LINE LEAKAGE, CAUSING AND OUT-TURN LOSS IN EXCESS OF 0.5%, SUCH EXCESS LOSS SHALL NOT BE DEDUCTED FROM THE B/L QUANTITY FOR INVOICE PURPOSES.

2.9.2.15 THE COST OF INSPECTION, INCLUDING COST FOR TESTING OF SECOND COMPOSITE SAMPLE PAYABLE TO INDEPENDENT INSPECTOR AT DISCHARGE PORT SHALL BE SHARED EQUALLY BETWEEN CEYPETCO AND THE SUCCESSFUL SUPPLIER/BIDDER.

## **2.10. RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO DUE TO UNACCEPTABLE QUALITY**

- A) IF THE QUALITY OF THE PRODUCT AT THE DISCHARGE PORT DOES NOT MEET / COMPLY WITH THE CONTRACTUAL SPECIFICATIONS SPECIFIED UNDER **ANNEX - 'C'** WITH RESPECT TO ANY OF THE PARAMETERS INDICATED THEREIN, SUBJECT TO **CLAUSE 2.9.2.7** CEYPETCO RESERVES THE RIGHT TO REJECT THE FULL CONSIGNMENT ON BOARD THE VESSEL OR PART OF THE CONSIGNMENT AS THE CASE MAY BE.
- B) IN SUCH A CASE THE SELLER IS OBLIGED TO PROVIDE A REPLACEMENT CARGO AT THE REQUEST OF THE SUCCESSFUL SUPPLIER/BIDDER WITHOUT ANY ADDITIONAL COST TO THE CEYPETCO WITHIN THE FIRST TWENTY (20) DAYS FROM THE DATE OF REJECTION OF THE ORIGINAL CARGO NO ANY ADDITIONAL COST WILL BE CHARGED BY CEYPETCO FROM THE SUCCESSFUL SUPPLIER/BIDDER. DETERMINATION OF THE NEW LAYCAN WILL BE AT THE DISCRETION OF CEYPETCO. HOWEVER, CEYPETCO SHALL NOT UNREASONABLY DELAY THE ALLOCATION OF AN ALTERNATIVE DELIVERY LAYCAN.

IF THE SELLER IS OBLIGED TO PROVIDE THE REPLACEMENT CARGO AT REQUEST OF THE CEYPETCO FROM SUCCESSFUL SUPPLIER/BIDDER WITHOUT ANY ADDITIONAL COST TO THE CEYPETCO AND IF ANY DELAY AFTER THE FIRST TWENTY (20) DAYS FROM THE DATE OF REJECTION OF THE ORIGINAL CARGO, SUPPLIER/BIDDER SUBJECT TO PAYMENT OF ZERO POINT ZERO FIVE PERCENT (0.05%) OF THE DAP "VALUE OF THE REJECTED CARGO" PER DAY

PRO-RATA BASIS TO CEYPETCO FOR THE PERIOD COMMENCING FROM THE 2400 HRS OF THE TWENTIETH (20<sup>TH</sup>) DAY FROM THE DATE OF REJECTION OF THE CARGO UNTIL THE REPLACEMENT CARGO IS DELIVERED AT COLOMBO (I.E. UP TO THE REJECTED CARGO SHALL BE DETERMINED, BASED ON THE B/L QUANTITY, THE FIRST DAY OF THE AGREED TWO DELIVERY LAYCAN OF THE REJECTED CARGO AND AS PER THE PRICING CLAUSE OF THE TENDER.

THE CONSENT FOR THE SUPPLY OF REPLACEMENT CARGO SHALL BE COMMUNICATED IN WRITING BY THE SUCCESSFUL SUPPLIER/BIDDER TO CEYPETCO WITHIN FORTY EIGHT (48) HOURS OF SUCH REQUEST BY CEYPETCO.

- C) IN THE EVENT OF REJECTION OF THE CARGO RESULTING IN THE DELAY OF REPLACEMENT CARGO UNDER THIS CONTRACT, THE SUPPLIER SHALL BE BOUND TO EXTEND THE VALIDITY OF THE PERFORMANCE SECURITY GUARANTEE UP TO THE DATE DETERMINED BY CEYPETCO AS REQUIRED.
- D) THE PRICING OF THE REPLACEMENT CARGO SHALL BE DETERMINED AS PER THE FIVE DAY AVERAGE PRICE AROUND THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN OF THE REJECTED CARGO/ORIGINAL CARGO AT COLOMBO PLUS PREMIUM / DISCOUNT. THE CALCULATION OF THE VALUE OF THE REPLACEMENT CARGO SHALL BE AS PER THE CLAUSE 2.12. UNDER THE HEADING OF “**PRICE / PAYMENT**” OF THIS TENDER DOCUMENT.
- E) IN THE EVENT, FAILURE BY THE SUCCESSFUL BIDDER/SUPPLIER TO PROVIDE A REPLACEMENT CARGO, CEYPETCO RESERVES THE RIGHT TO TERMINATE THE CONTRACT AND TO CALL ON THE PERFORMANCE SECURITY GUARANTEE.
- F) FOR THE REPLACEMENT CARGO, THE SAME TERMS AND CONDITIONS OF THIS TENDER SHALL BE APPLICABLE IN ALL ASPECTS INCLUDING QUALITY, DELIVERY AND RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO.
- G) IN THE EVENT THE CEYPETCO DECIDING, AT ITS SOLE DISCRETION, NOT TO REQUEST A REPLACEMENT CARGO FOR PRODUCT, NO ANY RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO FROM THE SUCCESSFUL BIDDER/SUPPLIER.

#### **2.11. OUT-TURN LOSS**

- 2.11.1 IN THE EVENT THAT THE OUT-TURN LOSS (OUT-TURN QUANTITY VS. B/L QUANTITY) IS IN EXCESS OF 0.5% AND / OR THERE IS ANY FREE FLOWING PRODUCT LEFT ON BOARD AS REPORTED BY INDEPENDENT INSPECTORS AT DISCHARGE PORT, COLOMBO THE SUCCESSFUL SUPPLIER / BIDDER SHALL DEDUCT THE EXCESS LOSS AND / OR FREE FLOWING PRODUCT LEFT ON BOARD FROM THE B/L QUANTITY FOR INVOICE PURPOSES.

#### **2.12. PRICE / PAYMENT**

- 2.12.1 **PAYMENT IN THIRTY (30) DAYS THROUGH L/C AFTER THE BILL OF LADING (B/L) DATE – OPTION -1**

- 2.12.1.1. **DAP COLOMBO PRICE FOR GAS OIL (0.05% M.S.) SHALL BE CALCULATED AS FOLLOWS:**

PRICE OFFERED FOR GAS OIL (0.05% MAX SULPHUR) IN USD PER BARREL ON **DAP COLOMBO BASIS (INCOTERMS 2010)** SHALL BE THE AVERAGE OF THE **MEAN OF PLATTS SINGAPORE PRICE (MOPS) (AAFEX00)** PRICE OF GAS OIL 500 PPM PUBLISHED IN PLATTS MARKET SCAN UNDER THE HEADING **“PLATTS ASIA AND MIDDLE EAST GAS OIL ASSESSMENTS”**, ON THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN, TWO DAYS IMMEDIATELY BEFORE AND TWO DAYS IMMEDIATELY AFTER THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN (IF THERE IS NO PUBLICATION ON THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN THEN TWO DAYS IMMEDIATELY BEFORE AND TWO DAYS IMMEDIATELY AFTER THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN ARE TO BE TAKEN INTO ACCOUNT) PLUS A FIXED PREMIUM/DISCOUNT IN USD PER BBL.

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

2.12.1.2. PAYMENT WILL BE MADE THIRTY (30) DAYS UNDER (OPTION -1) AFTER THE B/L DATE [B/L DATE TO COUNT AS DAY ZERO (0)] BY AN IRREVOCABLE, NON-ASSIGNABLE, NON-TRANSFERABLE & UNCONFIRMED DOCUMENTARY LETTER OF CREDIT (L/C) ESTABLISHED THROUGH BANK OF CEYLON, COLOMBO. ALL BANK CHARGES OUT SIDE SRI LANKA, IF ANY, WILL BE TO THE ACCOUNT OF THE SUCCESSFUL SUPPLIER / BIDDER. CONFIRMATION CHARGES OF L/C SHALL BE TO THE BENEFICIARY’S ACCOUNT.

2.12.1.3. LETTER OF CREDIT (L/C) TO BE ESTABLISHED BY THE CEYPETCO ONLY THROUGH BANK OF CEYLON, COLOMBO BASED ON THE TERMS AND CONDITIONS ACCEPTABLE TO BOTH SUCCESSFUL SUPPLIER/BIDDER AND CEYPETCO, AT LEAST TWELVE (12) CALENDAR DAYS FOR ANY NON-SANCTIONED PORT IN MIDDLE EAST OR FAR EAST AND AT LEAST FORTY (40) CALENDAR DAYS FOR ANY NON-SANCTIONED PORT IN EUROPE OR RUSSIA PRIOR TO THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN AT COLOMBO (ELEVATION WILL BE BASED ON THE LONGEST SAILING TIME AS INDICATED IN ELEVATION FORMULA).

2.12.1.4. THE SUCCESSFUL SUPPLIER / BIDDER SHALL BE RESPONSIBLE TO TRACE AND VERIFY THE RECEIPT OF THE L/C THROUGH THEIR CORRESPONDING BANK. THE SUCCESSFUL SUPPLIER / BIDDER SHALL BE RESPONSIBLE TO SEND ALL REQUIRED DETAILS INCLUDING PERFORMA INVOICE FOR THE ESTABLISHMENT OF THE L/C BY CEYPETCO WITHIN THREE BUSINESS DAYS AFTER RECEIPT OF THE LETTER OF AWARD TO THE SUCCESSFUL SUPPLIER / BIDDER.

2.12.1.5. IF THE PAYMENT DUE DATE FALLS ON A SATURDAY OR NON-MONDAY BANK HOLIDAY IN NEW YORK, USA, PAYMENT SHALL BE EFFECTED ON THE LAST PRECEDING BANKING DAY IN NEW YORK, USA. IF THE PAYMENT DUE DATE FALLS ON A SUNDAY OR MONDAY BANK HOLIDAY IN NEW YORK, USA, PAYMENT SHALL BE EFFECTED ON THE FIRST FOLLOWING BANKING DAY IN NEW YORK, USA.

2.12.1.6. FINAL UNIT PRICE FOR THE PRODUCT SHALL BE EXPRESSED TO THREE DECIMAL PLACES BY ROUNDING UP THE THIRD DECIMAL PLACE IF THE FOURTH DECIMAL PLACE IS FIVE (5) OR GREATER.

2.12.1.7. L/C ESTABLISHED BY CEYPETCO WILL CALL FOR THE FOLLOWING ORIGINAL DOCUMENTS.

a) MANUALLY SIGNED ORIGINAL COMMERCIAL INVOICE BASED ON THE CORRESPONDING QUANTITY IN BARRELS AND METRIC TON IN AIR.

b) FULL SET OF 3/3 ORIGINAL ‘CLEAN ON BOARD’ BILL OF LADING ISSUED OR ENDORSED TO THE ORDER OF BANK OF CEYLON, COLOMBO AND NOTIFY ‘CEYLON PETROLEUM

CORPORATION' AND SHOWING FREIGHT PAYABLE AS PER THE CHARTER PARTY. EACH ORIGINAL B/L TO BE MANUALLY SIGNED BY THE MASTER OF THE VESSEL OR OWNERS OR SIGNED ON BEHALF OF THE MASTER AS AGENTS.

- c) CERTIFICATE OF QUALITY EX SHORE TANKS AT LOAD PORT ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR, CONFIRMING THAT THE PRODUCTS SHIPPED CONFORMS TO THE CONTRACTUAL SPECIFICATIONS.
- d) CERTIFICATE OF QUANTITY EX SHORE TANKS AT LOAD PORT ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR.
- e) 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.
- f) TANK CLEANLINESS & DRY CERTIFICATE ISSUED BY THE INDEPENDENT INSPECTOR, CONFIRMING THAT THE SHIP'S TANKS ARE CLEAN AND DRY PRIOR TO LOADING.
- g) 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.
- h) CERTIFICATE OF SHIP ARRIVAL QUANTITY AND OUT-TURN QUANTITY AT DISCHARGE PORT, COLOMBO ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR.
- i) 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;
  - i. PRESENTATION OF BENEFICIARY'S MANUALLY SIGNED ORIGINAL COMMERCIAL INVOICE.
  - ii. PRESENTATION OF SHIP ARRIVAL QUANTITY REPORT ISSUED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT, COLOMBO.
  - iii. PRESENTATION OF TANK CLEANLINESS & DRY CERTIFICATE ISSUED BY THE INDEPENDENT INSPECTOR, CONFIRMING THAT THE SHIP'S TANKS ARE CLEAN & DRY PRIOR TO LOADING.
  - iv. PRESENTATION OF QUANTITY AND OUT-TURN QUANTITY REPORT ISSUED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT, COLOMBO.
  - v. OBTAINING PRIOR APPROVAL OF CEYPETCO FOR SUCH LOI FORMAT.

2.12.1.8. VALIDITY OF THE L/C SHOULD BE UP TO MAXIMUM OF NINETY (90) DAYS FROM THE DATE OF ESTABLISHMENT OF THE L/C.

**2.12.2 PAYMENT PRIOR TO THE DATE OF QUANTITY DRAWN – (100% EX-STORAGE MODALITY)  
-OPTION -2**

**2.12.2.1. DAP COLOMBO PRICE FOR GAS OIL (0.05% MAX SULPHUR) SHALL BE CALCULATED AS FOLLOWS:**

PRICE OFFERED FOR GAS OIL (0.05% MAX SULPHUR) IN USD PER BARREL ON **DAP COLOMBO BASIS (INCOTERMS 2010)** SHALL BE THE AVERAGE OF THE **MEAN OF PLATTS SINGAPORE PRICE (MOPS) (AAFEX00)** PRICE OF GAS OIL 500 PPM PUBLISHED IN PLATTS MARKET SCAN UNDER THE HEADING **“PLATTS ASIA AND MIDDLE EAST GAS OIL ASSESSMENTS”**, ON THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN, TWO DAYS IMMEDIATELY BEFORE AND TWO DAYS IMMEDIATELY AFTER THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN (IF THERE IS NO PUBLICATION ON THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN THEN TWO DAYS IMMEDIATELY BEFORE AND TWO DAYS IMMEDIATELY AFTER THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN ARE TO BE TAKEN INTO ACCOUNT) PLUS A FIXED PREMIUM/DISCOUNT IN USD PER BBL.

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

#### 2.12.2.2. INVOICING FOR PAYMENT

BASED ON THE AVAILABILITY OF FUNDS THE QUANTITY REQUIRED TO BE DRAWN SHALL BE INFORMED TO THE SUCCESSFUL SUPPLIER / BIDDER BY CEYPETCO & THE RELEVANT PAYMENT WILL BE MADE BASED ON THE RESPECTIVE INVOICE RAISED BY THE SUCCESSFUL SUPPLIER / BIDDER INDICATING THE QUANTITY IN US BARRELS, THE UNIT PRICE IN **UNITED STATES DOLLARS (USD) PER BARREL (BBL)** AND THE SUBTOTAL OF THE RESPECTIVE INVOICE.

THE FINAL INVOICE SHALL BE RAISED BY THE SUCCESSFUL SUPPLIER / BIDDER IN SUCH A WAY THAT THE CUMULATIVE QUANTITY OF ALL INVOICES DOES NOT EXCEED THE B/L QUANTITY INDICATED IN THE RESPECTIVE B/L(s) SUBJECT TO CLAUSE 2.11.1.

- 2.12.2.3. PAYMENT WILL BE MADE PRIOR TO THE DATE OF QUANTITY DRAWN, BY TELEGRAPHIC TRANSFER (TT) THROUGH BANK OF CEYLON / PEOPLE'S BANK, COLOMBO. ALL BANK CHARGES OUTSIDE SRI LANKA, IF ANY, WILL BE TO THE ACCOUNT OF THE SUCCESSFUL SUPPLIER/BIDDER.
- 2.12.2.4. TELEGRAPHIC TRANSFER (TT) TO BE MADE BY THE CEYPETCO THROUGH ITS BANKERS EITHER BY BANK OF CEYLON OR PEOPLE'S BANK BASED ON THE TERMS AND CONDITIONS ACCEPTABLE TO BOTH SUCCESSFUL SUPPLIER/BIDDER AND CEYPETCO.
- 2.12.2.5. THE SUCCESSFUL SUPPLIER/BIDDER SHALL BE RESPONSIBLE TO TRACE AND VERIFY THE RECEIPT OF THE PAYMENT THROUGH THEIR CORRESPONDING BANK. THE SUCCESSFUL SUPPLIER/BIDDER SHALL BE RESPONSIBLE TO SEND ALL REQUIRED DETAILS FOR THE PAYMENT THROUGH TELEGRAPHIC TRANSFER BY CEYPETCO WITHIN THREE (03) BUSINESS DAYS AFTER THE AWARD OF THE TENDER.
- 2.12.2.6. IF THE PAYMENT DUE DATE FALLS ON A SATURDAY OR NON-MONDAY BANK HOLIDAY IN NEW YORK, USA, PAYMENT SHALL BE EFFECTED ON THE LAST PRECEDING BANKING DAY IN NEW YORK, USA. IF THE PAYMENT DUE DATE FALLS ON A SUNDAY OR MONDAY BANK HOLIDAY IN NEW YORK, USA, PAYMENT SHALL BE EFFECTED ON THE FIRST FOLLOWING BANKING DAY IN NEW YORK, USA.
- 2.12.2.7. FINAL UNIT PRICE FOR EACH PRODUCT SHALL BE EXPRESSED TO THREE DECIMAL PLACES BY ROUNDING UP THE THIRD DECIMAL PLACE IF THE FOURTH DECIMAL PLACE IS FIVE (5) OR GREATER.

2.12.2.8. PAYMENT TO BE MADE THROUGH TELEGRAPHIC TRANSFER (TT) BY CEYPETCO WILL CALL FOR THE FOLLOWING ORIGINAL DOCUMENTS.

- a) MANUALLY SIGNED ORIGINAL COMMERCIAL INVOICE BASED ON THE CORRESPONDING QUANTITY IN BARRELS (IN AIR).
- b) FULL SET OF 3/3 ORIGINAL 'CLEAN ON BOARD' BILL OF LADING ISSUED OR ENDORSED TO THE ORDER OF BANK OF CEYLON/PEOPLE'S BANK, COLOMBO AND NOTIFY 'CEYLON PETROLEUM CORPORATION' AND SHOWING FREIGHT PAYABLE AS PER THE CHARTER PARTY. EACH ORIGINAL B/L TO BE MANUALLY SIGNED BY THE MASTER OF THE VESSEL OR OWNERS OR SIGNED ON BEHALF OF THE MASTER AS AGENTS.
- c) CERTIFICATE OF QUALITY EX SHORE TANKS AT LOAD PORT ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR, CONFIRMING THAT THE PRODUCTS SHIPPED CONFORMS TO THE CONTRACTUAL SPECIFICATIONS.
- d) CERTIFICATE OF QUANTITY EX SHORE TANKS AT LOAD PORT ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR.
- e) 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.
- f) TANK CLEANLINESS & DRY CERTIFICATE ISSUED BY THE INDEPENDENT INSPECTOR, CONFIRMING THAT THE SHIP'S TANKS ARE CLEAN AND DRY PRIOR TO LOADING.
- g) 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.
- h) CERTIFICATE OF SHIP ARRIVAL QUANTITY AND OUT-TURN QUANTITY AT DISCHARGE PORT, COLOMBO ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR.

2.12.2.9. THE FINAL INVOICE SHALL BE RAISED BY THE SUCCESSFUL SUPPLIER / BIDDER IN SUCH A WAY THAT THE CUMULATIVE QUANTITY OF ALL INVOICES DOES NOT EXCEED THE B/L QUANTITY INDICATED IN THE RESPECTIVE B/L(S) SUBJECTED TO CLAUSE 2.11.1.

### **2.13. LOCAL AGENT & LOCAL AGENCY COMMISSION**

OFFER SHOULD INDICATE THE LOCAL AGENT'S NAME, 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 TOTAL DAP COLOMBO 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 FORM PCA3.



## **2.14. TITLE AND RISK**

TITLE AND RISK / PROPERTY OF THE PRODUCT SUPPLIED, UNDER THE TERMS OF THIS TENDER, SHALL PASS ON TO CEYPETCO AT THE DISCHARGE PORT WHEN PRODUCT PASSES THE SUCCESSFUL SUPPLIER'S / BIDDER'S VESSEL'S PERMANENT HOSE/DISCHARGING ARM CONNECTION.

AFTER THE PRODUCT HAS BEEN DISCHARGED AT COLOMBO PORT, THE NOMINAL TITLE TO THE CARGO PRODUCT WILL BE IN THE NAME OF CEYPETCO SUBJECT TO THE BENEFICIAL OWNERSHIP THERE OF WHICH SHALL BE VESTED WITH THE SUCCESSFUL SUPPLIER/BIDDER AND CEYPETCO MORTGAGING / PLEDGING THE ENTIRE QUANTITY OF THE PRODUCT TO THE SUCCESSFUL SUPPLIER/BIDDER IMMEDIATELY UPON DISCHARGE AT THE COLOMBO PORT UNTIL THE SALE THERE CARGO IS COMPLETE AS PER THE TERMS AND CONDITIONS MENTIONED IN THE ATTACHED DRAFT PLEDGE AND SECURITY AGREEMENT UNDER PAYMENT OPTION 02.

## **2.15. 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 ONE MILLION (USD 1,000,000/=)**.
- (B) THE PERFORMANCE SECURITY GUARANTEE SHOULD BE FURTHER VALID FOR THIRTY (30) DAYS FROM THE SCHEDULED CONTRACT COMPLETION DATE.
- (C) THE SUCCESSFUL SUPPLIER / BIDDER SHOULD STRICTLY ADHERE TO **THE FORMAT OF PERFORMANCE SECURITY GUARANTEE WHICH IS ANNEXED HERETO AS ANNEX - "D"**.
- (D) **THE SUCCESSFUL SUPPLIER / BIDDER SHOULD ENSURE AND CLEARLY INDICATE IN ITS OFFER THAT WILL BE PROVIDED A PERFORMANCE SECURITY GUARANTEE UPON THE AWARD. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE CONSIDERED AS A MAJOR DEVIATION RESULTING TO AWARD BEING CANCELLED, WHILE THE BID SECURITY GUARANTEE BEING FORFEITED.**
- (E) IF THE SUCCESSFUL SUPPLIER/ BIDDER FAILS TO FURNISH THE PERFORMANCE SECURITY GUARANTEE AS AFORESAID, THE SUCCESSFUL SUPPLIER'S NAME TO BE PLACED IN THE LIST OF DEFAULTING SUPPLIERS. CEYPETCO SHALL THEREFORE, RESERVE THE RIGHT, IN ITS ABSOLUTE DISCRETION TO MAKE SUITABLE ARRANGEMENTS REQUIRED TO PERFORM OF SUCH TENDER.
- (F) THE SUCCESSFUL SUPPLIER/ BIDDER, IN THE EVENT OF HIS FAILURE TO FURNISH THE PERFORMANCE SECURITY GUARANTEE 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) UNDER PAYMENT OPTION 1 FOR THE SHIPMENT WILL BE OPENED ONLY AFTER THE RECEIPT OF PERFORMANCE SECURITY GUARANTEE. THE PERFORMANCE SECURITY GUARANTEE SHALL BE IN FAVOUR OF CEYLON PETROLEUM CORPORATION.

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

- (A) 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 SIXTY (60) DAYS** OF RECEIPT OF PRODUCT BY CEYPETCO OR IN THE CASE THE CARGO IS NOT DELIVERED TO CEYPETCO **WITHIN SIXTY (60) DAYS** OF THE LAST DATE OF TWO DAY DELIVERY LAYCAN AS NOTIFIED BY CEYPETCO. OTHERWISE ANY SUCH CLAIM SHALL BE DEEMED TO HAVE BEEN WAIVED.
- (B) 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.
- (C) THE VENUE OF ARBITRATION SHALL BE **COLOMBO, SRI LANKA**.
- (D) THE ARBITRATION SHALL FOLLOW UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW (**UNCITRAL**) PROCEDURES.
- (E) THIS TENDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE **LAWS OF SRI LANKA EXCLUDING ANY CONFLICT OF LAWS AND RULES**.
- (F) THE LANGUAGE OF ARBITRATION SHALL BE ENGLISH. THE ARBITRATION TRIBUNAL SHALL CONSIST OF THREE ARBITRATORS, ONE TO BE APPOINTED BY THE SUCCESSFUL SUPPLIER/ BIDDER, ONE BY CEYPETCO AND THE TWO ARBITRATORS THUS APPOINTED SHALL CHOOSE THE THIRD ARBITRATOR.
- (G) ARBITRATION SHALL BE A CONDITION PRECEDENT TO THE INSTITUTION OF ANY LEGAL ACTION BY EITHER PARTY AGAINST THE OTHER.
- (H) THE SUCCESSFUL SUPPLIER/ BIDDER IS FULLY RESPONSIBLE TO DELIVER THE CARGO WITHIN THE AGREED UPON DELIVERY DATE /LAYCAN. FAILURE TO COMPLY WITH THE AGREED UPON DELIVERY DATE /LAYCAN WILL MAKE THE SUCCESSFUL SUPPLIER/ BIDDER LIABLE FOR LIQUIDATED DAMAGES OF **ZERO POINT TWO FIVE PERCENT (0.25%)** OF THE DAP VALUE PER DAY PRO-RATA FOR EACH DAY OF DELAY AFTER 2400 HRS. OF THE LAST DAY OF THE DELIVERY LAYCAN UNTIL VESSEL TENDER NOR AT DISCHARGE PORT AT COLOMBO. IF THE DELAY EXCEEDS SIX (6) DAYS AFTER THE LAST DATE OF THE AGREED DELIVERY LAYCAN WITHOUT OBTAINING PRIOR APPROVAL, CEYPETCO WILL RESERVE RIGHT TO TERMINATE THE CONTRACT.
- (I) THE SUCCESSFUL SUPPLIER/ BIDDER IS FULLY RESPONSIBLE TO DELIVER THE AGREED QUANTITY OF CARGO UNDER THE SHIPMENT. IN THE EVENT OF FAILURE TO DELIVER THE AGREED QUANTITY BELOW PLUS/MINUS FIVE PERCENT (+/-5%) (CONTRACTUAL PER SHIPMENT 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 THERE OF ON PRO-RATA BASIS.

- (J) IF THE BIDDER FAILS TO DELIVER FULL SHIPMENT UNLESS AGREED FOR AN ALTERNATIVE, CEYPETCO WILL RESERVE THE RIGHT TO FORFEIT THE PERFORMANCE SECURITY GUARANTEE.

## **2.17. AWARD OF THE TENDER**

- 2.17.1 CEYPETCO RESERVES TO ITSELF THE RIGHT TO CANCEL THE TENDER OR TO REJECT ANY PART OF THE TENDER OR REJECT THE TENDER WITHOUT ASSIGNING ANY REASON WHATSOEVER. IN SUCH AN EVENT CEYPETCO SHALL NOT BE LIABLE TO ANY COMPENSATION OR DAMAGES ARISING THEREFROM.
- 2.17.2 SSCAPC RESERVES THE RIGHT TO DETERMINE THE SELECTION OF THE PAYMENT OPTION / S BY TAKING INTO CONSIDERATION OF THE DOMESTIC COST FACTORS AS PER THE **ANNEX – 'F'**.
- 2.17.3 IF DEEMED NECESSARY, SSCAPC RESERVES THE RIGHT TO CONDUCT DUE DILIGENCE ON ANY SELECTED BIDDER.
- 2.17.4 WHERE THE TENDER IS AWARDED SUCH AWARD SHALL BE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS NOTWITHSTANDING ANY VARIATION IN THE OFFER THEREFROM UNLESS EXPRESSLY AND SPECIFICALLY PROVIDED FOR OTHERWISE IN THE COMMUNICATION OF THE AWARD.
- 2.17.5 THE SUCCESSFUL SUPPLIER / BIDDER, ON THE RECEIPT OF THE AWARD, SHALL FORTHWITH ACKNOWLEDGE AND CONFIRM ACCEPTANCE OF SAME BY FAX / E-MAIL AND PROCEED TO TAKE ALL STEPS THAT ARE NECESSARY TO ENSURE PERFORMANCE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE TENDER.

## **2.18. LAYTIME FOR DISCHARGE AT COLOMBO**

### **2.18.1 LAYTIME FOR DISCHARGE AT DOLPHIN TANKER BERTH, COLOMBO**

- 2.18.1.1. LAYTIME FOR THE DISCHARGE OF TOTAL CARGO OF **280,000 BBLS +/-5% OF GAS OIL (0.05% MAX SULPHUR)** AT DOLPHIN TANKER BERTH, COLOMBO SHALL BE **96 HRS.** AND THE COMMENCEMENT OF LAYTIME SHALL BE DETERMINED IN THE FOLLOWING MANNER.
- (A) NOR SHOULD BE TENDERED BETWEEN 0700 AND 1700 HRS OF THE TWO DAY DELIVERY LAYCAN. IF NOR IS TENDERED AFTER 1700 HRS, FOR ALL PURPOSES IT WILL BE CONSIDERED THAT NOR HAS BEEN TENDERED AT 0700 HRS ON THE FOLLOWING DAY AND LAYTIME SHALL COMMENCE 06 HRS THEREAFTER OR AT THE TIME OF BERTHING, WHICHEVER IS EARLIER.
- (B) IF NOR IS TENDERED BEFORE THE COMMENCEMENT OF THE TWO DAY DELIVERY LAYCAN, IT WILL BE CONSIDERED THAT NOR HAS BEEN TENDERED AT 0700 HRS ON THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN. LAYTIME SHALL IN SUCH CASE COMMENCE 06 HRS THEREAFTER OR AT THE TIME OF BERTHING, WHICHEVER IS EARLIER.
- (C) IF THE VESSEL IS BERTHED PRIOR TO THE TWO DAY DELIVERY LAYCAN, AT THE REQUEST OF THE SELLER LAYTIME SHALL COMMENCE AT 0700 HRS ON THE FIRST DAY OF THE DELIVERY LAYCAN.

- (D) IF NOR IS TENDERED AFTER 1700 HRS OF THE SECOND DAY OF THE TWO DAY DELIVERY LAYCAN AGREED UPON, FOR ALL PURPOSES IT WILL BE CONSIDERED THAT NOR HAS BEEN TENDERED AT 0700 HRS ON THE FOLLOWING DAY AND LAYTIME SHALL COMMENCE SIX (6) HRS THEREAFTER OR AT THE TIME OF MOORING, WHICHEVER IS EARLIER.
- (E) IF NOR IS TENDERED AFTER THE SECOND DAY OF THE TWO DAY DELIVERY LAYCAN AGREED UPON, LAYTIME SHALL COMMENCE AT THE TIME OF BERTHING SUBJECT TO THE CONDITION THAT THE LAYTIME SHALL CEASED TO COUNT IF THE VESSEL SHALL BE UN-BERTHED TO ALLOW BERTHING OF OTHER VESSELS ARRIVING ON AGREED DELIVERY LAYCAN OR BERTHING OF OTHER VESSELS ON PRODUCT AVAILABILITY BASIS OF THE COUNTRY. UNDER THESE CIRCUMSTANCES, THE ACTUAL TIME UTILIZED BY THE VESSEL AT THE BERTH SHALL ONLY BE CONSIDERED AS USED LAYTIME.

## **2.18.2 LAYTIME FOR DISCHARGE AT SPM MUTHURAJAWELA, COLOMBO**

### **2.18.2.1. LAYTIME FOR THE DISCHARGE OF TOTAL CARGO OF 280,000 BBLs +/-5% OF GAS OIL (0.05% MAX SULPHUR) AT SPM MUTHURAJAWELA, COLOMBO SHALL BE 96 HRS. AND THE COMMENCEMENT OF LAYTIME SHALL BE DETERMINED IN THE FOLLOWING MANNER.**

- (A) NOR SHOULD BE TENDERED BETWEEN 0600 AND 1500 HRS OF THE TWO DAY DELIVERY LAYCAN. IF NOR IS TENDERED AFTER 1500 HRS, FOR ALL PURPOSES IT WILL BE CONSIDERED THAT NOR HAS BEEN TENDERED AT 0600 HRS ON THE FOLLOWING DAY AND LAYTIME SHALL COMMENCE 06 HRS THEREAFTER OR AT THE TIME OF MOORING, WHICHEVER IS EARLIER.
- (B) IF NOR IS TENDERED BEFORE THE COMMENCEMENT OF THE TWO DAY DELIVERY LAYCAN, IT WILL BE CONSIDERED THAT NOR HAS BEEN TENDERED AT 0600 HRS ON THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN. LAYTIME SHALL IN SUCH CASE COMMENCE 06 HRS THEREAFTER OR AT THE TIME OF MOORING, WHICHEVER IS EARLIER.
- (C) IF THE VESSEL IS MOORED PRIOR TO THE TWO DAY DELIVERY LAYCAN, AT THE REQUEST OF THE SELLER THE LAYTIME SHALL COMMENCE AT 0600 HRS ON THE FIRST DAY OF THE DELIVERY LAYCAN.
- (D) IF NOR IS TENDERED AFTER 1500 HRS OF THE SECOND DAY OF THE TWO DAY DELIVERY LAYCAN AGREED UPON, FOR ALL PURPOSES IT WILL BE CONSIDERED THAT NOR HAS BEEN TENDERED AT 0600 HRS ON THE FOLLOWING DAY AND LAYTIME SHALL COMMENCE SIX (6) HRS THEREAFTER OR AT THE TIME OF MOORING, WHICHEVER IS EARLIER.
- (E) IF NOR IS TENDERED AFTER THE SECOND DAY OF THE TWO DAY DELIVERY LAYCAN AGREED UPON, LAYTIME SHALL COMMENCE AT THE TIME OF BERTHING SUBJECT TO THE CONDITION THAT THE LAYTIME SHALL CEASED TO COUNT IF THE VESSEL SHALL BE UN-BERTHED TO ALLOW BERTHING OF OTHER VESSELS ARRIVING ON AGREED DELIVERY LAYCAN OR BERTHING OF OTHER VESSELS ON PRODUCT AVAILABILITY BASIS OF THE COUNTRY. UNDER THESE CIRCUMSTANCES, THE ACTUAL TIME UTILISED BY THE VESSEL AT THE BERTH SHALL ONLY BE CONSIDERED AS USED LAYTIME.
- (F) BERTHING OF TANKERS AT SPM MUHTURAJAWELA, COLOMBO IS GOVERNED BY THE BUILDERS (SBM-IMODCO) RECOMMENDATIONS ESPECIALLY WITH REGARD TO THE SAFETY LIMITS OF WEATHER/SEA CONDITIONS. ANY DELAY IN MOORING DUE TO WEATHER AND/OR SEA CONDITIONS TO BE COUNTED AS HALF LAYTIME (CONOCO WEATHER CLAUSE).

**2.18.3 LAYTIME FOR DUAL BERTH DISCHARGE AT DOLPHIN TANKER BERTH, COLOMBO AND SPM MUTHURAJAWELA, COLOMBO**

**2.18.3.1. LAYTIME FOR THE DUAL BERTH DISCHARGE OF TOTAL CARGO OF 280,000 BBLs +/-5% OF GAS OIL (0.05% MAX SULPHUR) AT DOLPHIN TANKER BERTH, COLOMBO OR SPM MUTHURAJAWELA, COLOMBO SHALL BE 96 HRS. AND THE COMMENCEMENT OF LAYTIME SHALL BE DETERMINED IN THE FOLLOWING MANNER.**

- (A) IF THE FIRST BERTH IS DOLPHIN TANKER BERTH, LAYTIME STARTS AS PER **CLAUSE 2.18.1** GIVEN ABOVE AND IF THE FIRST BERTH IS SPM MUTHURAJAWELA, LAYTIME STARTS AS PER **CLAUSE 2.18.2** GIVEN ABOVE.
- (B) SAILING TIME EITHER FROM SPM MUTHURAJAWELA TO DOLPHIN TANKER BERTH OR VICE VERSA SHALL NOT BE COUNTED AS USED LAYTIME.
- (C) BERTHING OF TANKERS AT SPM MUHTURAJAWELA, COLOMBO IS GOVERNED BY THE BUILDERS (SBM-IMODCO) RECOMMENDATIONS ESPECIALLY WITH REGARD TO THE SAFETY LIMITS OF WEATHER/SEA CONDITIONS. ANY DELAY IN MOORING DUE TO WEATHER AND/OR SEA CONDITIONS TO BE COUNTED AS HALF LAYTIME (CONOCO WEATHER CLAUSE).

**2.19. NOTICE OF ARRIVAL AT COLOMBO**

MASTER OF VESSEL SHOULD ADVISE ESTIMATED TIME OF ARRIVAL (ETA) AT COLOMBO 3/2/1 DAYS and 12 HOURS IN ADVANCE TO THE COMMERCIAL MANAGER, CEYLON PETROLEUM CORPORATION TEL NOS. +94-11-5664649 FAX NOS. +94-11-5455406/5455400 E-MAIL: cm@ceypetco.gov.lk, commercial@ceypetco.gov.lk, THE MANAGER (SHIPPING), CEYLON PETROLEUM CORPORATION TEL NO. +94-11-5455300 FAX NO. +94-11-5455407 E-MAIL: shipping@ceypetco.gov.lk, THE ACTNG. MANAGER (OPERATIONS), CEYLON PETROLEUM CORPORATION FAX NO. +94-11-5455432 E-MAIL: menakaj@ceypetco.gov.lk, THE MANAGER (OPERATIONS) AT OIL FACILITIES OFFICE, CPSTL, COLOMBO TEL NO. +94-11-2422388 / FAX +94-11-2434273, THE OPERATIONS MANAGER (BULK MOVEMENTS AND BULK PRODUCTS), CPSTL, COLOMBO TEL/FAX NO. +94-11-2572324 AND THE MANAGER (OPERATIONS), MUTHURAJAWELA TEL NO. +94-11-5769519 FAX NO. +94-11-5353352 VIA VESSEL AGENT AT COLOMBO.

**2.20. VESSEL REQUIREMENTS**

**2.20.1 REQUIREMENTS OF TANKERS FOR DISCHARGING OF PRODUCT VIA DOLPHIN TANKER BERTH, COLOMBO**

VESSEL NOMINATED

1. SHOULD MEET FOLLOWING COLOMBO PORT RESTRICTION:

TYPE OF HULL	-	DOUBLE HULL
SDWT	-	60,000 MT MAX.
LOA	-	210 METERS MAX.
BEAM	-	32.2 METERS MAX.
DRAFT	-	11.8 METERS MAX.
DISTANCE FROM SEA LEVEL TO CENTRE MANIFOLD	-	14 METERS MAX.
MANIFOLD SIZE	-	6" DIAMETER
MANIFOLD TYPE	-	ANSI 150 CLASS
ARRIVAL MANIFOLD HEIGHT FROM SEA LEVEL	-	11.5 METERS MAX.

2. SHALL NOT EXCEED 20 YEARS OF AGE. UNDER NO CIRCUMSTANCES VESSELS OVER 20 YEARS OF AGE WILL BE ACCEPTED. ACCEPTABLE CAP RATING OF THE VESSEL IS **0 OR 1** FOR HULL AND MACHINERY.
3. SHOULD BE A CLEAN TANKER WHICH HAS CARRIED CLEAN PETROLEUM PRODUCTS ON THE LAST THREE VOYAGES. (OBO CARRIERS ARE NOT ACCEPTABLE).
4. SHOULD BE CAPABLE OF DISCHARGING A CARGO OF GAS OIL (0.05% MAX SULPHUR) SIMULTANEOUSLY THROUGH TWO ADJOINING MANIFOLDS AT A MINIMUM DISCHARGING RATE OF 270 M<sup>3</sup> PER HOUR AND 400 M<sup>3</sup> PER HOUR THROUGH TWO LINES OF 10 INCH AND 12 INCH DIAMETER RESPECTIVELY WHILE MAINTAINING PRESSURE AT VESSEL'S MANIFOLDS FROM 10.0 KG/CM<sup>2</sup> TO 12.5 KG/CM<sup>2</sup> RESPECTIVELY. TWO NUMBERS MANIFOLD CONNECTIONS WILL BE PROVIDED FOR THE DISCHARGE OF PRODUCTS SIMULTANEOUSLY THROUGH TWO NUMBERS 6 INCH LOADING / DISCHARGING ARMS.
5. SHOULD BE CAPABLE OF FLUSHING THE 10 INCH OR 12 INCH, 7,000 METER LENGTH, DISCHARGE LINE WITH MINIMUM OF 5.0 KG/CM<sup>2</sup> PRESSURE AT MANIFOLD, WITH SEA WATER ABOUT FOUR HOURS EACH BEFORE COMMENCEMENT AND AFTER COMPLETION OF DISCHARGE OF PRODUCT.
6. SHOULD BE EQUIPPED WITH DOUBLE VALVE SEGREGATION WHICH WILL HAVE TO BE CONFIRMED BY THE INDEPENDENT INSPECTORS.
7. AVAILABILITY OF CONTINUOUS PRESSURE MONITORING AND RECORDING / REPORTING FACILITIES SHALL BE PREFERRED.
8. SHOULD HAVE ALL VALID CERTIFICATES REQUIRED UNDER THE INTERNATIONAL AND NATIONAL RULES AND REGULATIONS APPLICABLE AND SHOULD BE ISM CODE CERTIFIED OR WHOSE OWNERS OR OPERATORS SHOULD HOLD AN ISM CODE DOCUMENT OF COMPLIANCE.
9. SHOULD HAVE CARGO TANKS/ PIPE LINES/ PUMPS/ STRAINERS CLEAN AND DRY PRIOR TO COMMENCEMENT OF LOADING.
10. A DOCUMENT FROM VESSEL OWNERS CONFIRMING THAT THE VESSEL COMPLIES WITH ALL THE ABOVE REQUIREMENTS FROM SUB CLAUSE 1 TO SUB CLAUSE 9 AND THE LATEST UPDATED QUESTIONNAIRE 88 SHOULD BE FURNISHED AT THE TIME OF VESSEL NOMINATION.
11. IN THE EVENT OF A DELAY IN DISCHARGING THE CARGO AT COLOMBO DUE TO VESSEL'S NON-COMPLIANCE WITH THE ABOVE REQUIREMENTS FROM SUB CLAUSE 1 TO SUB CLAUSE 10 THE SUCCESSFUL SUPPLIER / BIDDER WILL BE HELD LIABLE FOR PAYMENT OF MAXIMUM OF USD 60,000.00 TO CEYPETCO.
12. ACCOMMODATION/MEALS
  - (A) FOLLOWING PERSONNEL WOULD STAY ON BOARD THROUGHOUT THE PERIOD OF TANKER MADE FAST AT DOLPHIN TANKER BERTH.

- (a) TWO LOADING MASTERS
- (b) ONE SAMPLE COLLECTOR (CREW)
- (c) ONE INDEPENDENT INSPECTOR (JUNIOR OFFICER)
- (d) ONE INTERNAL AUDITOR FROM CPSTL
- (B) PROPER ACCOMMODATION ON OFFICERS' DECK SHOULD BE ARRANGED FOR LOADING MASTERS, INDEPENDENT INSPECTORS AND INTERNAL AUDITOR FROM CPSTL.
- (C) MEALS FOR LOADING MASTERS, INDEPENDENT INSPECTORS AND INTERNAL AUDITOR FROM CPSTL SHOULD BE SERVED IN OFFICERS' DINING SALOON.

13. THERE SHALL BE NO INSPECTION / SURVEY ON BOARD WHILE DISCHARGING.

14. AFTER ACCEPTANCE OF THE NOMINATED VESSEL BY CEYPETCO, A CERTIFIED COPY OF THE APPLICABLE CHARTER PARTY OR A CERTIFIED COPY OF THE SIGNED FIXTURE NOTE / FIXTURE RECAP INCLUDING THE RATE OF DEMURRAGE SHALL BE SUBMITTED BY THE SUCCESSFUL SUPPLIER/ BIDDER.

**2.20.2 REQUIREMENTS OF TANKERS FOR DISCHARGING OF PRODUCT VIA SPM MUTHURAJAWELA, COLOMBO**

VESSEL NOMINATED

1. SHOULD MEET FOLLOWING RESTRICTIONS AT SPM MUTHURAJAWELA, COLOMBO (DUAL PATH BUOY)

TYPE OF HULL	-	DOUBLE HULL
SDWT	-	60,000 MT MAX
LOA	-	228 METERS MAX.
BEAM (MOULDED)	-	34.9 METERS MAX.
DEPTH (MOULDED)	-	18.2 METERS MAX.
DRAFT 100% LOADED	-	12.5 METERS MAX.
DRAFT 20% LOADED	-	4.6 METERS MIN.
MANIFOLD SIZE/TYPE	-	12" DIAMETER/ANSI 150 CLASS

2. SHALL NOT EXCEED 20 YEARS OF AGE. UNDER NO CIRCUMSTANCES VESSELS OVER 20 YEARS OF AGE WILL BE ACCEPTED. ACCEPTABLE CAP RATING OF THE VESSEL IS **0 OR 1** FOR HULL AND MACHINERY.
3. SHOULD BE A CLEAN TANKER, WHICH HAS CARRIED CLEAN PETROLEUM PRODUCTS ON THE LAST THREE VOYAGES (OBO CARRIERS ARE NOT ACCEPTABLE).
4. SHOULD BE CAPABLE OF DISCHARGING GAS OIL (0.05% MAX SULPHUR) THROUGH 12 INCH PORT MANIFOLD AT A MINIMUM DISCHARGE RATE OF 1,200 M<sup>3</sup> PER HOUR THROUGH 12 INCH FLOATING HOSE, WHILE MAINTAINING PRESSURE AT VESSEL'S MANIFOLDS FROM 5.0 KG/CM<sup>2</sup>.
5. SHOULD BE CAPABLE OF FLUSHING THE 18 INCH, 7,000 METER LENGTH, DISCHARGE LINE WITH MINIMUM OF 5.0 KG/CM<sup>2</sup> PRESSURE AT MANIFOLD, WITH SEA WATER ABOUT FOUR HOURS EACH BEFORE COMMENCEMENT AND AFTER COMPLETION OF DISCHARGE OF PRODUCT.

6. SHOULD BE EQUIPPED WITH DOUBLE VALVE SEGREGATION WHICH WILL HAVE TO BE CONFIRMED BY THE INDEPENDENT INSPECTORS.
7. AVAILABILITY OF CONTINUOUS PRESSURE MONITORING AND RECORDING / REPORTING FACILITIES SHALL BE PREFERRED.
8. THE VESSEL SHOULD HAVE ALL VALID CERTIFICATES REQUIRED UNDER THE INTERNATIONAL AND NATIONAL RULES AND REGULATIONS APPLICABLE AND SHOULD BE ISM CODE CERTIFIED OR WHOSE OWNERS OR OPERATORS SHOULD HOLD AN ISM CODE DOCUMENT OF COMPLIANCE.
9. SHOULD HAVE CARGO TANKS/ PIPE LINES/ PUMPS/ STRAINERS CLEAN AND DRY PRIOR TO COMMENCEMENT OF LOADING.
10. A DOCUMENT FROM VESSEL OWNERS CONFIRMING THAT THE VESSEL COMPLIES WITH ALL THE ABOVE REQUIREMENTS FROM SUB CLAUSE 1 TO SUB CLAUSE 9 AND THE LATEST UPDATED QUESTIONNAIRE 88 SHOULD BE FURNISHED AT THE TIME OF VESSEL NOMINATION.
11. IN THE EVENT OF A DELAY IN DISCHARGING THE CARGO AT COLOMBO DUE TO VESSEL'S NON-COMPLIANCE WITH THE ABOVE REQUIREMENTS FROM SUB CLAUSE 1 TO SUB CLAUSE 10 THE SUCCESSFUL SUPPLIER / BIDDER WILL BE HELD LIABLE FOR PAYMENT OF MAXIMUM OF USD 60,000.00 TO CEYPETCO.
12. VESSEL MOORING EQUIPMENTS AND MANIFOLDS SHOULD CONFORM TO OCIMF STANDARDS.
13. MANIFOLD
  - MANIFOLD LOCATION - MIDSHIP (PORT SIDE)
  - MANIFOLD CONNECTION - ONE 12 INCH STUDDED CAMLOCK FLANGE ANSI CLASS 150
14. DETAILS OF DERRICK AT MANIFOLD LOCATION
  - DERRICK SHOULD HAVE MINIMUM SAFE WORKING LOAD OF 10 MT AND SHOULD BE IN GOOD OPERATIONAL CONDITION.
15. MOORING EQUIPMENT, MOORING AND TOWING ARRANGEMENT
  - A) TANKER SHOULD BE FITTED WITH A CENTRAL BOW STOPPER (CHAIN STOPPER) OF 100 TONNES SWL FOR OCIMF CHAFE CHAIN "B"
  - B) TANKER SHOULD BE FITTED WITH A CENTRAL BOW FAIR LEAD (BULL RING) MEASURING AT LEAST 600 MM X 450 MM
  - C) POSITION OF PEDESTAL ROLLER FAIRLEAD/WINCH DRUM
    - (a) SHOULD BE A CONTINUATION OF THE DIRECT LEAD LINE BETWEEN THE BOW FAIRLEAD (BULL RING) AND BOW CHAIN STOPPER.
    - (b) SHOULD BE NOT LESS THAN 4.5 METRES DIRECTLY BEHIND THE BOW CHAIN STOPPER.
    - (c) SHOULD BE AT SUCH A HEIGHT THAT FAIRLEAD ROLLERS WILL ENABLE AN UNRESTRICTED LINE PULL TO BE ACHIEVED.



- D) PEDESTAL FAIRLEAD SHOULD BE FITTED FOR LEAD TO WINCH/WINDLASS.
- E) SHOULD HAVE A MESSENGER LINE OF CIRCUMFERENCE 4 INCH/5 INCH X 500 FT. LONG, ONE END CONNECTED TO AN EMPTY MOORING ROPE WINCH DRUM.
- F) TANKER SHOULD HAVE A "PANAMA" LEAD RIGHT AFT ON ITS CENTRE LINE.
- G) A GOOD TOW ROPE (POLYPROPYLENE) OF 10" CIRCM OR ABOVE IN SIZE AND LENGTH (APPROX. 650 FT.) TO BE KEPT READY AT THE STERN. IF NECESSARY, TWO ROPE COILS MAY BE JOINED TO OBTAIN LENGTH OF 650 FT.
- H) MOORING MASTERS SHOULD HAVE FREE ACCESS TO NAVIGATIONAL CHARTS AND EQUIPMENTS REQUIRED FOR MOORING OPERATION.
- I) WHEEL HOUSE TO BE KEPT OPEN THROUGHOUT THE PERIOD THE TANKER MADE FAST TO THE BUOY.
- J) A FORE-CASTLE WATCHMAN TO BE MADE AVAILABLE BY THE TANKER THROUGHOUT THE PERIOD THE TANKER MADE FAST TO THE BUOY.
- K) ALL TOOLS REQUIRED FOR CONNECTION/DISCONNECTION OF CARGO HOSE TO BE SUPPLIED BY THE TANKER.
- L) CONNECTION/DISCONNECTION OF HOSE IS THE RESPONSIBILITY OF SHIP'S STAFF UNDER THE SUPERVISION OF A SHIP'S OFFICER ON THE INSTRUCTIONS OF CEYPETCO OFFICIALS ON BOARD THE TANKER.
- M) TANKER'S MAIN ENGINE SHOULD BE KEPT READY THROUGHOUT THE PERIOD OF STAY ATTHE BUOY FOR MANEUVERING PROMPTLY ON NOTICE.

#### 16. INERT GAS SYSTEM

TANKER SHOULD HAVE AN OPERATIONAL INERT GAS PLANT CAPABLE OF MAINTAINING TANK ATMOSPHERE OF LESS THAN 8 PCT. OXYGEN CONTENT AND POSITIVE PRESSURE IN CARGO TANKS WITHIN SAFE LIMITS AT ALL STAGES OF DISCHARGE.

#### 17. COMMUNICATION EQUIPMENT

TANKER SHOULD HAVE VHF CHANNEL 09,16,68,71 FACILITIES FOR COMMUNICATION WITH SHORE FACILITY. TANKER'S CARGO CONTROL ROOM SHOULD HAVE FACILITY TO MAINTAIN A CONTINUOUS WATCH ON VHF CHANNEL 71 FOR OPERATIONAL REQUIREMENTS.

#### 18. ACCOMMODATION/MEALS

- (A) FOLLOWING PERSONNEL WOULD STAY ON BOARD THROUGHOUT THE PERIOD OF TANKER MADE FAST TO THE BUOY.
  - (a) TWO MOORING MASTERS (SENIOR MASTER MARINERS)
  - (b) ONE CARGO RECEIVER
  - (c) ONE LOADING MASTER
  - (d) ONE SAMPLE COLLECTOR (CREW)

- (e) ONE INDEPENDENT INSPECTOR (JUNIOR OFFICER)
- (f) ONE INTERNAL AUDITOR FROM CPSTL

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

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

19.A DOCUMENT FROM TANKER OWNERS CONFIRMING THAT THE TANKER COMPLIES WITH ALL THE ABOVE REQUIREMENTS.

20. THERE SHALL BE NO INSPECTION/SURVEY ON BOARD WHILE DISCHARGING.

21. AFTER ACCEPTANCE OF THE NOMINATED VESSEL BY CEYPETCO, A CERTIFIED COPY OF THE APPLICABLE CHARTER PARTY OR A CERTIFIED COPY OF THE SIGNED FIXTURE NOTE / FIXTURE RECAP INCLUDING THE RATE OF DEMURRAGE SHALL BE SUBMITTED BY THE SUCCESSFUL SUPPLIER/BIDDER.

#### **2.21. LINE FLUSHING AT DOLPHIN TANKER BERTH, COLOMBO**

THE VESSEL NOMINATED BY THE SELLER SHOULD BE CAPABLE OF FLUSHING THE 10 INCH OR 12 INCH, 7,000 METER LENGTH, DISCHARGE LINE WITH MINIMUM OF 5.0 KG/CM<sup>2</sup> PRESSURE AT MANIFOLD, WITH SEA WATER ABOUT FOUR HOURS EACH BEFORE COMMENCEMENT AND AFTER COMPLETION OF DISCHARGE OF PRODUCT ACCORDING TO THE FOLLOWING SEQUENCE,

- A. ON ARRIVAL BEFORE DISCHARGING, VESSEL SHALL FLUSH THE DISCHARGE LINE WITH SEA WATER FOR FOUR HOURS.
- B. THEN COMMENCE DISCHARGING GAS OIL (0.05% MAX SULPHUR).
- C. ON COMPLETION OF DISCHARGING GAS OIL (0.05% MAX SULPHUR), DISCHARGE LINE WILL BE ONCE AGAIN FLUSHED WITH SEA WATER FOR ABOUT FOUR (4) HOURS.
- D. SUCCESSFUL SUPPLIER/BIDDER SHALL MAKE SURE GIVING PROPER INSTRUCTIONS TO THE MASTER OF THE PERFORMING VESSEL TO USE CARGO PUMPS FOR LINE FLUSHING OPERATIONS WHILE AVOIDING STRIPPING PUMPS FOR LINE FLUSHING. ALL DELAYS DUE TO LOW RATE OF LINE FLUSHING SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL SUPPLIER/BIDDER.

#### **2.22. LINE FLUSHING AT SPM MUTHURAJAWELA, COLOMBO**

THE VESSEL NOMINATED BY THE SUCCESSFUL SUPPLIER/BIDDER SHOULD BE CAPABLE OF FLUSHING THE 18 INCH, 7,000 METER LENGTH, DISCHARGE LINE WITH MINIMUM OF 5.0 KG/CM<sup>2</sup> PRESSURE AT MANIFOLD, WITH SEA WATER ABOUT FOUR (4) HOURS EACH BEFORE COMMENCEMENT AND AFTER COMPLETION OF DISCHARGE OF PRODUCT ACCORDING TO THE FOLLOWING SEQUENCE,

- (A) ON ARRIVAL BEFORE DISCHARGING, VESSEL SHALL FLUSH THE DISCHARGE LINE WITH SEA WATER FOR ABOUT FOUR HOURS.
- (B) THEN COMMENCE DISCHARGING GAS OIL (0.05% MAX SULPHUR)).
- (C) ON COMPLETION OF DISCHARGING GAS OIL (0.05% MAX SULPHUR), DISCHARGE LINE WILL BE ONCE AGAIN FLUSHED WITH SEAWATER FOR ABOUT FOUR HOURS.
- (D) SUCCESSFUL SUPPLIER/BIDDER SHALL MAKE SURE GIVING PROPER INSTRUCTIONS TO THE MASTER OF THE PERFORMING VESSEL TO USE CARGO PUMPS FOR LINE FLUSHING OPERATIONS WHILE AVOIDING STRIPPING PUMPS FOR LINE FLUSHING. ALL DELAYS DUE TO LOW RATE OF LINE FLUSHING SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL SUPPLIER/BIDDER.

### **2.23. DEMURRAGE**

- (A) ALL CLAIMS FOR DEMURRAGE SHALL BE ACCOMPANIED BY THE RESPECTIVE CHARTER PARTY OR A CERTIFIED COPY OF THE SIGNED FIXTURE NOTE / FIXTURE RECAP. CEYPETCO SHALL NOT BE BOUND BY THE TERMS AND CONDITIONS OF THE CHARTER PARTY OR A CERTIFIED COPY OF THE SIGNED FIXTURE NOTE / FIXTURE RECAP EXCEPT TO THE EXTENT SUCH TERMS AND CONDITIONS HAVE BEEN COMMUNICATED TO CEYPETCO AND EXPRESSLY AGREED TO BY CEYPETCO IN WRITING.
- (B) IN CASE OF VESSEL ARRIVING OUTSIDE LAYCAN AGREED UPON, LAYTIME TO START COUNTING FROM THE TIME OF BERTHING AS PER **SUB CLAUSE 2.18.1. (E)**, **SUB CLAUSE 2.18.2. (E)**.
- (C) IF THE TOTAL LAYTIME TO COMPLETE THE ENTIRE CARGO DISCHARGE EXCEEDS THE LAYTIME ALLOWED AS PER **CLAUSE 2.18**, CEYPETCO WILL BE LIABLE TO PAY THE DEMURRAGE TO THE SUCCESSFUL SUPPLIER / BIDDER.
- (D) HOWEVER IN THE EVENT THE SUCCESSFUL SUPPLIER'S / BIDDER'S VESSEL ARRIVES LATE AND IS BERTHED ON ARRIVAL WHICH AFFECTS BERTHING OF VESSEL OR VESSELS WHICH ARE ARRIVING ON SCHEDULE, THEN THE SUCCESSFUL SUPPLIER'S / BIDDER'S VESSEL WILL BE UNBERTHED (WAITING TIME SHALL NOT BE COUNTED AS USED LAYTIME) TO ACCOMMODATE THE VESSEL OR VESSELS ARRIVING ON SCHEDULE OR CONTINUE TO DISCHARGE THE CARGO OF SUCCESSFUL SUPPLIER'S / BIDDER'S VESSEL PROVIDED THAT THE SUCCESSFUL SUPPLIER/BIDDER SHALL AGREE TO BEAR THE DEMURRAGES ON THE SUBSEQUENT THREE VESSELS THAT ARRIVE ON SCHEDULE AND GETS DELAYED DUE TO THE PRESENCE OF SUCCESSFUL SUPPLIER/BIDDER VESSEL ON BERTH. LIABILITY FOR DEMURRAGES ON SUBSEQUENT VESSELS MENTION HEREIN ARE IN ADDITION TO THE RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO CHARGED UNDER **SUB CLAUSE 2.16**. (CLAIMS, DISPUTES AND RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO FOR LATE DELIVERY AND DELIVERY OF LESSER QUANTITY THAN AGREED).

MOREOVER, THE CEYPETCO RESERVES THE RIGHT TO BERTH THE VESSEL ONLY ON PIER AVAILABILITY BASIS AND BASED ON THE REQUIREMENT FOR THE PRODUCTS IN THE COUNTRY. FURTHERMORE, CEYPETCO SHALL NOT BE RESPONSIBLE FOR ANY DEMURRAGES INCURRED BY THE SUPPLIER'S VESSEL ARRIVING OUTSIDE THE CONTRACTUAL LAYCAN. CEYPETCO WILL TAKE EVERY ENDEAVOUR TO MINIMIZE THE OVERALL COMMERCIAL LOSS TO ALL PARTIES.

IN THE EVENT THE SUCCESSFUL BIDDER DOES NOT AGREE TO BEAR THE SUBSEQUENT DEMURRAGES (IF INCURRED) AND IN THE EVENT IF THE SUBJECT VESSEL COULD NOT COMPLETE THE DISCHARGING BEFORE THE ARRIVAL OF SUBSEQUENT VESSEL/S, CEYPETCO

RESERVES THE RIGHT TO REMOVE THE SUBJECT VESSEL FROM THE BERTH IN ORDER TO ACCOMMODATE THE SUBSEQUENT VESSEL/S OF OTHER SUPPLIERS. IN SUCH A CASE, THE SUBJECT VESSEL WILL BE REBIRTHED ONLY AFTER THE COMPLETION OF THE DISCHARGING OF THE SUBSEQUENT VESSEL/S AND/OR ON THE PIER AVAILABILITY BASIS.

IN ANY CIRCUMSTANCES, CEYPETCO REQUIRES TO UNLOAD THE PRODUCT ONBOARD THE VESSEL AS PER THE PRODUCT REQUIREMENT TO ENSURE THE ENERGY SECURITY OF THE COUNTRY, CEYPETCO COMPELS TO DISCHARGE THE MINIMUM REQUIREMENT OF THE CARGO ONBOARD THE SUBJECT VESSEL AND ALL COST INVOLVEMENTS IN THIS EVENT SUCH AS DEMURRAGES OF THE SUBSEQUENT THREE VESSELS, COMMERCIAL LOSSES (IF ANY) SHALL BE BORNE BY THE SUCCESSFUL SUPPLIER.

IN ORDER TO MITIGATE ADVERSE IMPACT ON VESSELS ARRIVING LATER THAN THE STIPULATED CONTRACTUAL DELIVERY LAYCAN, SUCCESSFUL SUPPLIER/BIDDER SHALL PROVIDE A MOORING TUG AT HIS OWN COST WITH THE APPROVAL OF CEYPETCO WHILE PROVIDING A 24 HRS. ADVANCE NOTICE TO CEYPETCO FOR PLANNING PURPOSE. HOWEVER, THE BERTHING AT SPM MUTHURAJAWELA WILL BE FACILITATED GIVING PRIORITY FOR THE SUBSEQUENT VESSELS ARRIVING ON SCHEDULE.

- (E) DEMURRAGE RATE OF THE NOMINATED VESSEL SHALL BE DECLARED BY THE SUCCESSFUL SUPPLIER / BIDDER AT THE TIME OF VESSEL NOMINATION FOR THE CARGO.
- (F) AFTER ACCEPTANCE OF THE NOMINATED VESSEL BY CEYPETCO, A CERTIFIED COPY OF THE APPLICABLE CHARTER PARTY OR A CERTIFIED COPY OF THE SIGNED FIXTURE NOTE / FIXTURE RECAP INCLUDING THE RATE OF DEMURRAGE SHALL BE SUBMITTED BY THE SUCCESSFUL SUPPLIER/ BIDDER TO THE CEYPETCO.

#### **2.24. 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.

#### **2.25. OTHER REQUIREMENTS**

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

#### **2.26. SUBMISSION OF BIDS**

- 2.26.1. IT IS MANDATORY TO SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH THE BID WHICH SHALL BE PROPERLY SEALED/STAMPED AND INITIALED BY THE AUTHORIZED PERSON OR PERSONS SIGNING THE BID IN EACH PAGE;

2.26.1.1. FORM OF BID (ANNEX – 'E') DULY COMPLETED AND SIGNED BY THE BIDDER

2.26.1.2. DULY FILLED ANNEX – 'C-1' FOR GAS OIL (0.05% MAX SULPHUR)

- 2.26.1.3. BID SECURITY GUARANTEE (ANNEX – ‘A’, SPECIMEN FORM ATTACHED)
  - 2.26.1.4. SLIP OF THE CASH DEPOSIT OR BID SECURITY GUARANTEE (ANNEX – ‘A’, SPECIMEN FORM ATTACHED)
  - 2.26.1.5. A BOARD RESOLUTION AUTHORIZING THE PERSON WHO SIGNS THE BID OR A DOCUMENTED DECISION OF THE PARTNERS IN A PARTNERSHIP AS THE CASE MAY BE.
  - 2.26.1.6. A LETTER OF AUTHORIZATION ENABLING THE LOCAL AGENT TO SUBMIT THE BID IN THE EVENT THE BIDS ARE SUBMITTED THROUGH THE LOCAL AGENTS.
  - 2.26.1.7. PCA 3 FORM
- 2.26.2. BIDDER SHALL SUBMIT BID AS PER THE SPECIFIED “FORM OF BID” GIVEN IN ANNEX - ‘E’ OF THIS TENDER DOCUMENT AND SHALL STATE THE COMPLIANCE TO THE TENDER TERMS & CONDITIONS LISTED THEREIN. FURTHERMORE, BIDDER SHALL STATE THE COMPLIANCE TO THE SPECIFICATIONS IN ANNEX – ‘C-1’ FOR GAS OIL (0.05% MAX SULPHUR).
- 2.26.3. 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 ENVELOPES, DULY MARKING THE ENVELOPES AS “ORIGINAL” AND “DUPLICATE” AND SHALL BE MARKED REF: **BK/30/2024** ON EACH ENVELOPES. THE ENVELOPES SHALL THEN BE SEALED IN AN OUTER ENVELOPE AND SHALL BE MARKED REF: **BK/30/2024**.
- 2.26.4. 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 FORM OF BID AND CASH DEPOSIT OR BID SECURITY GUARANTEE, SSCAPC RESERVES THE RIGHT TO REJECT ALL BIDS SUBMITTED BY THE BIDDER.
- 2.26.5. SUBMISSION OF BIDS BY FAX OR EMAIL IS NOT ENTERTAINED.
- 2.26.6. 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.
- 2.26.7. 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 KEPT AT THE AFORESAID ADDRESS **BEFORE 1200 HRS, SRI LANKA TIME ON 02<sup>ND</sup> JULY 2024**.
- 2.26.8. BIDDERS ARE REQUESTED TO INDICATE AUTHORIZED SIGNATURE ON EACH PAGE OF OFFERS. THE OFFICER WHO SIGNS THE BIDS (AUTHORIZED OFFICER) SHOULD HAVE PROPER AUTHORITY FROM THE RESPECTIVE BIDDER OR THE PRINCIPAL FOR SIGNING ALL DOCUMENTS RELATED TO THE BID. THE AUTHORIZATION SHALL BE FOR THE PARTICULAR BID OR FOR A DEFINITE PERIOD COVERING THE DATE OF SIGNING THE BID.

## **2.27. VALIDITY OF THE OFFER**

OFFERS CLOSE AT **1200 HRS, SRI LANKA TIME ON 02<sup>ND</sup> JULY 2024** AND SHOULD BE HELD VALID FOR **SEVENTY TWO (72) HRS THEREFROM**.

**2.28. AGREEMENT EX-STORAGE MODALITY (PAYMENT OPTION 02)**

- 2.28.1. THE SUCCESSFUL SUPPLIER/BIDDER WILL HAVE TO SIGN THE EX-STORAGE MODALITY AGREEMENT STRICTLY IN ACCORDANCE WITH THE ANNEX - 'G'. BIDDERS ARE REQUESTED TO INDICATE IN THEIR OFFERS THAT THEY ARE IN AGREEMENT WITH THE PROPOSED EX-STORAGE MODALITY AGREEMENT GIVEN IN ANNEX - 'G'.
- 2.28.2. IN THE EVENT THERE IS NO INDICATION IN THE OFFER THAT THE BIDDER IS IN AGREEMENT TO ANNEX - 'G' NO CLARIFICATIONS WILL BE MADE AFTER THE TENDER OPENING AND THEIR OFFER WILL BE REJECTED AS IT IS CONSIDERED TO BE A MAJOR DEVIATION.
- 2.28.3. THE OFFICER WHO SIGNS THE EX-STORAGE MODALITY AGREEMENT (AUTHORIZED OFFICER) SHOULD HAVE PROPER AUTHORITY.
- 2.28.4. THE AUTHORITY SHALL BE IN THE FORM OF A BOARD RESOLUTION OR DOCUMENTED DECISION OF THE PARTNERS IN A PARTNERSHIP AS THE CASE MAY BE.

**NOTE**

- I. BIDDERS ARE REQUESTED TO INDICATE AUTHORISED SIGNATURE ON EACH PAGE OF OFFERS.
- 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.



COMMERCIAL MANAGER/CEYPETCO/CE/0040  
20<sup>TH</sup> JUNE 2024

**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 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]*

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)]*

**SHIPMENT QUANTITY  
WITHOUT MINUS FIVE PERCENT (-5%) AND PLUS FIVE PERCENT (+5%) TOLERANCE**

<b>PRODUCT</b>	<b>TOTAL QUANTITY OF THE PRODUCT</b>
GAS OIL (0.05% MAX SULPHUR)	280,000 BBLS

NOTE:

1. BIDDERS ARE REQUESTED TO OFFER FOR THE TOTAL QUANTITY AS GIVEN IN THE TENDER.
2. ANY BIDDER WHO FAILS TO OFFER FOR THE TOTAL QUANTITY AS GIVEN IN THE TENDER WILL BE REJECTED.
3. OFFERS SUBMITTED WITH REDUCED QUANTITY WILL NOT BE EVALUATED.



**SPECIFICATIONS FOR GAS OIL (0.05% MAX SULPHUR)**

PROPERTY/TEST	TEST METHOD	SPECIFICATIONS
APPEARANCE		CLEAR, BRIGHT AND FREE FROM WATER & VISIBLE IMPURITIES
DENSITY AT 15 °C kg/m <sup>3</sup>	ASTM D 1298 / ASTM D 4052	820 - 860
COLOUR	ASTM D 1500	MAX. 1.5
DISTILLATION	ASTM D 86	
IBP °C		REPORT
T10 °C		REPORT
T50 °C		REPORT
T85 °C		MAX. 350
T95 °C		MAX. 370
CETANE INDEX OR	ASTM D 976 / ASTM D 4737	MIN. 46 (NOTE 1)
CETANE NUMBER	ASTM D 613	MIN. 49
CLOUD POINT °C	ASTM D 2500/ASTM D 5771/ASTM D 5773	MAX. 15
CFPP °C	ASTM D 6371	MAX. 5
SULPHUR CONTENT mg/kg	ASTM D 4294 / ASTM D 2622	MAX. 500
FLASH POINT °C	ASTM D 93	MIN. 60
VISCOSITY KIN AT 40 °C, cSt	ASTM D 445	2 - 4.5
WATER CONTENT (mg/kg)	ASTM D 6304	MAX. 200
CU - STRIP CORROSION 3 hrs AT 50 °C	ASTM D 130	MAX. 1
ASH % m/m	ASTM D 482	MAX. 0.01
CARBON RESIDUE, % m/m	ASTM D 524 / ASTM D 4530	MAX. 0.3
PARTICULATE CONTAMINANTS, TOTAL mg/L	ASTM D 6217	MAX. 10
STRONG ACID NO. mg KOH/g	ASTM D 664/974	NIL
TOTAL ACID NO. mg KOH/g	ASTM D 664/ D 974	MAX. 0.2
CALORIFIC VALUE GROSS kcal/kg	ASTM D 240	MIN. 10500
OXIDATION STABILITY g/m <sup>3</sup>	ASTM D 2274	MAX. 25
DSEP RATING	ASTM D 7261	50 – 100
FAME	ASTM D 7371	NON DETECTABLE (NOTE 2)
LUBRICITY (HFRR wear scar dia.@60°C) micron	ASTM D 6079	MAX. 460

**IMPORTANT:**

NOTE 1 : NOT APPLICABLE IF ANY CETANE IMPROVER ADDITIVE IS PRESENT

NOTE 2 : ADDITION OF BIO DIESEL OR BIODIESEL BLENDS ARE NOT PERMITTED

**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 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, thirty (30) 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,  
1<sup>st</sup> Floor, Ceylon Petroleum Corporation, No. 609,  
Dr. Danister De Silva Mawatha,  
Colombo 09, Sri Lanka.

**BIDDING FOR THE SUPPLY OF A CARGO OF GAS OIL (0.05% M.S.) FOR DUAL BERTH DISCHARGE AT DOLPHIN TANKER BERTH, COLOMBO AND SPM MUTHURAJAWELA, COLOMBO DURING LAYCAN 04-05/08/2024.**

**(TENDER REF: BK/30/2024)**

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

**A. PRODUCT / PRICE**

Product	Price Base	Premium / Discount on (USD per Bbl)		
		FOB basis	DAP Colombo basis	
			Payment in 30 days after the B/L date through Bank of Ceylon L/C	Payment prior to the date of quantity drawn (100% Ex-Storage Modality)
		Option – 1	Option – 2	
GAS OIL (0.05% M.S.)	FOB Singapore Price (MOPS) (AAFEX00)			
				Compliance
	Contractual cargo quantity	280,000 Bbls +/-5%		Comply / Not comply
	Cargo loading Port/s			
Local Agent and Local Agency Commission (USD) (if any)				

**B. TERMS & CONDITIONS**

BID DOCUMENT CLAUSE REFERENCE	COMPLIANCE
1.1 Two day delivery laycan	Comply / Not Comply
1.8. Bid Security Guarantee (Annex – 'A')	Comply / Not Comply
2.2. Contractual cargo quantity (Annex – 'B')	Comply / Not Comply
2.3. Delivery	Comply / Not Comply

2.4 Important	<b>Comply / Not Comply</b>
2.5. Third party cargo	<b>Comply / Not Comply</b>
2.6. Quality (Compliance to each parameter and notes in Annex – ‘C-1’ is mandatory)	<b>Comply / Not Comply</b>
2.7. Source of supply	<b>Comply / Not Comply</b>
2.8. Mode of loading / port of loading	<b>Comply / Not Comply</b>
2.9.1. Inspection at Load port	<b>Comply / Not Comply</b>
2.9.2. Inspection at Discharge port	<b>Comply / Not Comply</b>
2.10. Recovery of damages or losses for CEYPETCO due to unacceptable quality	<b>Comply / Not Comply</b>
2.11. Out-turn loss	<b>Comply / Not Comply</b>
2.12. Price / Payment	<b>Comply / Not Comply</b>
2.12.1.1. DAP Colombo price for Gas Oil (0.05%M.S.) calculation method under Option -1	<b>Comply / Not Comply</b>
2.12.2.1 DAP Colombo price for Gas Oil (0.05%M.S.) calculation method under Option -2	<b>Comply / Not Comply</b>
2.12.2.2 Invoicing for Payment	<b>Comply / Not Comply</b>
2.13. Local Agent & Local Agency Commission	<b>Comply / Not Comply</b>
2.14. Title and Risk	<b>Comply / Not Comply</b>
2.15. Performance Security Guarantee (Annex – ‘D’)	<b>Comply / Not Comply</b>
2.16. Claims, disputes and recovery of damages or losses for CEYPETCO by late delivery and delivery of lesser quantity than agreed	<b>Comply / Not Comply</b>
2.17. Award of the tender	<b>Comply / Not Comply</b>
2.18.1 Laytime for discharge at Dolphin Tanker Berth, Colombo	<b>Comply / Not Comply</b>
2.18.2. Laytime for discharge at SPM Muthurajawela, Colombo	<b>Comply / Not Comply</b>
2.18.3. Laytime for dual berth discharge at Dolphin Tanker Berth, Colombo & SPM Muthurajawela, Colombo	<b>Comply / Not Comply</b>
2.19. Notice of arrival at Colombo	<b>Comply / Not Comply</b>
2.20.1. Requirements of tankers for discharging of product via Dolphin Tanker Berth, Colombo	<b>Comply / Not Comply</b>
2.20.2. Requirements of tankers for discharging of product via SPM Muthurajawela, Colombo	<b>Comply / Not Comply</b>
2.21. Line flushing at Dolphin Tanker Berth, Colombo	<b>Comply / Not Comply</b>
2.22. Line flushing at SPM Muthurajawela, Colombo	<b>Comply / Not Comply</b>

2.23. Demurrage	<b>Comply / Not Comply</b>
2.24. Force Majeure	<b>Comply / Not Comply</b>
2.25. Other requirements	<b>Comply / Not Comply</b>
2.26 Submission of Bids	<b>Comply / Not Comply</b>
2.26.1.1. & 2.26.1.2. Submission of ANNEX – ‘E’ & ANNEX - ‘C-1’	<b>Comply / Not Comply</b>
2.26.1.5. submission of a Board resolution authorizing the person who signs the bid or a documented decision of the partners in a partnership as the case may be	<b>Comply / Not Comply</b>
2.26.8. Proper authority to the officer who signs the bids (authorized officer) from the respective bidder or the principal for signing all documents related to the bid	<b>Comply / Not Comply</b>
2.27. Validity of the offer	<b>Comply / Not Comply</b>
2.28. Agreement Ex-Storage Modality	<b>Comply / Not Comply</b>
Amendment Notice (s) (if any)	<b>Comply / Not Comply</b>

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

**SPECIFICATIONS FOR GAS OIL (0.05% MAX SULPHUR)**

PROPERTY/TEST	TEST METHOD	SPECIFICATIONS	COMPLIANCE
APPEARANCE		CLEAR, BRIGHT AND FREE FROM WATER & VISIBLE IMPURITIES	Comply / Not comply
DENSITY AT 15 °C kg/m <sup>3</sup>	ASTM D 1298 / ASTM D 4052	820 – 860	Comply / Not comply
COLOUR	ASTM D 1500	MAX. 1.5	Comply / Not comply
DISTILLATION	ASTM D 86		Comply / Not comply
IBP °C		REPORT	Comply / Not comply
T10 °C		REPORT	Comply / Not comply
T50 °C		REPORT	Comply / Not comply
T85 °C		MAX. 350	Comply / Not comply
T95 °C		MAX. 370	Comply / Not comply
CETANE INDEX OR	ASTM D 976 / ASTM D 4737	MIN. 46 (NOTE 1)	Comply / Not comply
CETANE NUMBER	ASTM D 613	MIN. 49	Comply / Not comply
CLOUD POINT °C	ASTM D 2500/ASTM D 5771/ ASTM D 5773	MAX. 15	Comply / Not comply
CFPP °C	ASTM D 6371	MAX. 5	Comply / Not comply
SULPHUR CONTENT mg/kg	ASTM D 4294 / ASTM D 2622	MAX. 500	Comply / Not comply
FLASH POINT °C	ASTM D 93	MIN. 60	Comply / Not comply
VISCOSITY KIN AT 40 °C, cSt	ASTM D 445	2 - 4.5	Comply / Not comply
WATER CONTENT (mg/kg)	ASTM D 6304	MAX. 200	Comply / Not comply
CU - STRIP CORROSION 3 hrs AT 50 °C	ASTM D 130	MAX. 1	Comply / Not comply
ASH % m/m	ASTM D 482	MAX. 0.01	Comply / Not comply
CARBON RESIDUE, % m/m	ASTM D 524 / ASTM D 4530	MAX. 0.3	Comply / Not comply
PARTICULATE CONTAMINANTS, TOTAL mg/L	ASTM D 6217	MAX. 10	Comply / Not comply
STRONG ACID NO. mg KOH/g	ASTM D 664/974	NIL	Comply / Not comply
TOTAL ACID NO. mg KOH/g	ASTM D 664/974	MAX. 0.2	Comply / Not comply
CALORIFIC VALUE GROSS kcal/kg	ASTM D 240	MIN. 10500	Comply / Not comply
OXIDATION STABILITY g/m <sup>3</sup>	ASTM D 2274	MAX. 25	Comply / Not comply
DSEP RATING	ASTM D 7261	50 – 100	Comply / Not comply
FAME	ASTM D 7371	NON DETECTABLE (NOTE 2)	Comply / Not comply
LUBRICITY (HFRR wear scar dia.@60°C) micron	ASTM D 6079	MAX. 460	Comply / Not comply

**IMPORTANT:**

NOTE 1 : NOT APPLICABLE IF ANY CETANE IMPROVER ADDITIVE IS PRESENT

Comply / Not comply

NOTE 2 : ADDITION OF BIO DIESEL OR BIODIESEL BLENDS ARE NOT PERMITTED

Comply / Not comply

**FORMULA FOR SELECTION OF THE MOST VIABLE PRICING OPTION**

$$P = \{A + (A \times B) + (A \times C) + (A \times D-1) + (A \times D-2) + (A \times D-3) - [A \times E \times (F/360)]\} \times \text{Import Quantity}$$

- P: Ranking Score (lower the better)
- A: FOB + Premium
- B: LC Opening Commission [i.e. 0.0525% per quarter and part of there on (on value) for payment Option -1
- C: Bank Acceptance rate [i.e. 0.0375% on value (one time) for usance bills for payment Option -1
- D: LC Payment Commission
- D-1 : Sight - 0.05% on value (one time) for payment Option -1
- D-2 : Term – 0.01% on value if settled through USD for payment Option -1
- D-3 : 0.05% if settlement through Sri Lanka Rupees for payment Option -1
- E: **Bank interest (for LKR) – 9.0% P.A.**
- F: Credit period as declared in below Note 2, Note 3 & Note 4

## NOTE:

1. FOB SINGAPORE PRICE, SOFR AND AVERAGE WEIGHTED PRIME LENDING RATE (AWPLR) PUBLISHED BY CENTRAL BANK SRI LANKA SHALL BE THE LATEST AVAILABLE DATE PRIOR TO THE TENDER CLOSING DATE.
2. THE **9.0% P.A.** SHALL BE CONSIDERED FOR FIFTEEN (15) DAYS UNDER PAYMENT PRIOR TO THE DATE OF QUANTITY DRAWN – (100% EX-STORAGE MODALITY).
3. THE **9.0% P.A.** SHALL BE CONSIDERED FOR TWENTY FIVE (25) DAYS FOR ANY NON-SANCTIONED PORT IN MIDDLE EAST OR FAR EAST UNDER PAYMENT IN THIRTY (30) DAYS AFTER THE B/L DATE THROUGH BANK OF CEYLON L/C - OPTION -1 .
4. THE **9.0% P.A.** SHALL BE CONSIDERED FOR ZERO (0) DAYS FOR ANY NON-SANCTIONED PORT IN EUROPE OR RUSSIA UNDER PAYMENT IN THIRTY (30) DAYS AFTER THE B/L DATE THROUGH BANK OF CEYLON L/C - OPTION -1.

**DEED OF PLEDGE**

DATE:

THIS DEED OF PLEDGE IS MADE BETWEEN:

[NAME OF THE SUPPLIER]

[REG.NUMBER +ADDRESS]

AND

**CEYLON PETROLEUM CORPORATION (CPC)**

[REG.NUMBER +ADDRESS]

**WHEREAS** CPC AND [NAME OF THE SUPPLIER] ENTERED INTO AN AGREEMENT DATED\_ FOR THE SUPPLY BY [NAME OF THE SUPPLIER] TO CPC OF \_\_\_MT OR BBLs OF GAS OIL (0.05% M.S.) WITHIN THE PERIOD\_ ON DAP PORT COLOMBO TERMS (THE “**AGREEMENT**”); AND

WHEREAS ACCORDING TO THE AGREEMENT THE GAS OIL (0.05% M.S.) IS STORED AT STORAGE FACILITIES OWNED AND OPERATED BY THE CPSTL AT THE OIL TERMINALS LOCATED AT MUTHURAJAWELA AND/OR KOLONNAWA (“STORAGE FACILITIES”) AT (ADDRESSES: \_\_\_\_\_);

**WHEREAS** THE CONSIGNEE OF GAS OIL UNDER THE AGREEMENT IS CPC AND CPC OBTAINS THE TITLE TO GAS OIL (0.05% M.S.) UPON ITS DISCHARGE AT THE COLOMBO PORT; AND

**WHEREAS** AS A COLLATERAL FOR THE PAYMENT FOR GAS OIL (0.05% M.S.), [NAME OF THE SUPPLIER] AND CPC AGREED THAT THE TITLE TO THE GAS OIL (0.05% M.S.) DISCHARGED AT COLOMBO PORT AND STORED AT THE STORAGE FACILITIES SHALL BE PLEDGED IN FAVOR OF [NAME OF THE SUPPLIER] UNTIL SUCH TIME WHEN [NAME OF THE SUPPLIER] RECEIVES PAYMENT IN FULL FOR THE DISCHARGE OF GAS OIL (0.05% M.S.) FROM THE COLOMBO PORT BY CPC;

**NOW THEREFORE**, THE PARTIES HAVE AGREED AS FOLLOWS:

PLEDGE

AS A GENERAL AND CONTINUING COLLATERAL SECURITY FOR THE PAYMENT BY CPC TO [NAME OF THE SUPPLIER] OF THE PURCHASE PRICE FOR THE GAS OIL (0.05% M.S.) UNDER THE AGREEMENT, CPC HEREBY IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF SRI LANKA DOES HEREBY PLEDGE AND CHARGE TO AND IN FAVOR OF [NAME OF THE SUPPLIER], HEREUNTO PRESENT AND ACCEPTING THE TITLE AND PROPERTY TO THE GAS OIL (0.05% M.S.) DELIVERED BY [NAME OF THE SUPPLIER] TO CPC UNDER THE AGREEMENT AS DEFINED HEREBY.

GAS OIL (0.05% M.S.) IS PHYSICALLY LOCATED AT THE STORAGE FACILITIES AT THE FOLLOWING ADDRESSES:

\_\_\_\_\_ TANK # \_\_\_\_, SRI LANKA.

\_\_\_\_\_ TANK # \_\_\_\_, SRI LANKA.



CPC HEREBY UNDERTAKES:

1. TO HOLD THE GAS OIL (0.05% M.S.) [IN TRUST] FOR THE ORDER OF [NAME OF THE SUPPLIER] AND NOT TO RELEASE, SELL OR OTHERWISE DISPOSE GAS OIL (0.5% M.S.) TO ANY THIRD PARTY AND NOT TO ISSUE OR SURRENDER ANY STORAGE WARRANT OR OTHER (NEGOTIABLE) INSTRUMENT IN RESPECT OF GAS OIL (0.05% M.S.) WITHOUT A PRIOR WRITTEN INSTRUCTION OF CORAL ENERGY DMCC. INSTRUCTIONS SHALL BE SENT VIA FAX OR EMAIL: \_\_\_\_\_; AND
2. NOT TO CREATE ANY PLEDGE, CHARGE OR OTHER KIND OF ENCUMBRANCE OVER GAS OIL (0.05% M.S.); AND
3. TO COMPENSATE [NAME OF THE SUPPLIER] FOR ALL THE DAMAGES RELATED TO CPC'S NON-PERFORMANCE OR UNDUE PERFORMANCE OF ITS UNDERTAKINGS SET OUT HEREIN UPON SUPPLIER'S WRITTEN REQUEST AND THE SUPPORTING DOCUMENTS.

THE PLEDGE WILL BE LIFTED UPON RECEIPT BY [NAME OF THE SUPPLIER] OF THE PAYMENT IN FULL OF THE PURCHASE PRICE FROM CPC TO SUPPLIER'S BANK ACCOUNT FOR THE QUANTITY OF THE RESPECTIVE B/L(S). THE VALUE OF THE PLEDGE WILL REDUCE AS AND WHEN PAYMENTS ARE MADE BY CPC FOR EACH WITHDRAWAL OF GAS OIL (0.05% M.S.) IN ACCORDANCE WITH CLAUSE 3.5 OF THE AGREEMENT.

EACH PARTY REPRESENTS THAT ALL NECESSARY CORPORATE ACTIONS AND FORMALITIES HAVE BEEN TAKEN TO ENABLE IT TO ENTER INTO THIS DEED OF PLEDGE.

THIS DEED OF PLEDGE IS GOVERNED BY LAWS OF SRI LANKA AND \_\_\_ COURT IN COLOMBO, SRI LANKA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTE ARISING HEREFROM.

SIGNATURES

\_\_\_\_\_

WITNESSED BY

\_\_\_\_\_

## AGREEMENT

THIS AGREEMENT is made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this .... day of ..... Two Thousand and Twenty-Four (xx/xx/xxxx) (hereinafter referred to as the “Agreement”)

BETWEEN

....., a private company with limited liability duly organized and registered under the laws of Singapore (registration number ..... ) and having its registered office at ., (hereinafter referred to as the “Seller” which term or expression as herein used shall where the context requires or admits mean and include the said ..... and its successors,) of the first party.

AND

CEYLON PETROLEUM CORPORATION duly established by Ceylon Petroleum Act No.28 of 1961 as amended and having its registered office at No. 609, Dr. Danister De Silva Mawatha, Colombo 09, Sri Lanka. (hereinafter referred to as the 'CPC' which term or expression as herein used shall where the context requires or admits mean and include the said Ceylon Petroleum Cooperation, its successors and permitted assigns) hereinafter referred to as the Second Party.

WITNESSETH

WHEREAS:

- A. CPC is a corporation established by the Ceylon Petroleum Corporation Act, No. 28 of 1961 as amended which provides exclusive rights to CPC to import, export, sell, supply or distribute petrol, kerosene, diesel oil, jet a-1 and furnace oil etc.
- B. The Seller has represented to CPC that it has the requisite expertise and capacity to supply Product and all petroleum products.
- C. Considering the scarcity of the forex and the difficulty to make the 100% prepayment by CPC before discharge the vessel at discharge port Colombo, the seller has agreed to supply the Product (as defined below) and store such Product at the storage facilities of Ceylon Petroleum Storage Terminals Limited (CPSTL) at the Oil Terminals located at Muthurajawela and/or Kolonnawa (Under Ex-storage modality).

D. With the recommendation of STEC and the approval of SSCAPC, the contract Ref. BK/30/2024 has been awarded to ..... on ..... for the supply of ..... shipment with the Payment prior to the date of quantity drawn – (100% ex-storage modality) on DAP Colombo basis (Incoterms 2010).

E. CPC has agreed to purchase and store the Product subject to the terms and conditions set out herein.

IT IS HEREBY AGREED as follows:

**1. DEFINITIONS/ INTERPRETATIONS**

Except where the context requires otherwise, the following words and expressions shall have the following meanings;

<b><i>Agreement / this Agreement</i></b>	Shall mean and include this Agreement of which shall be read and construed as an integral part of this Agreement. In case of inconsistencies or discrepancies between this agreement & the Exhibits thereto, the former shall prevail.
<b><i>Shipment Ref.</i></b>	<ul style="list-style-type: none"> <li>• BK/30/2024</li> <li>• Supplier.....</li> <li>• Letter of Award dated .....</li> </ul>
<b><i>CPC</i></b>	shall mean and include Ceylon Petroleum Corporation established by Ceylon Petroleum Corporation Act, No. 28 of 1961 as amended its successors and permitted assigns
<b><i>CPSTL</i></b>	Ceylon Petroleum Storage Terminal a company duly incorporate under Companies Act No. 07 of 2007, in terms of section 2(1) of the Conversion of Public Corporations or Government owned Business Undertakings into Public Companies Act, No. 23 of 1987, more fully described in the government Gazette Extraordinary bearing No. 1310/8 dated 13 <sup>th</sup> October 2003 having it registered business place at Oil Installation, Kolonnawa, Wellampitiya in the Democratic Socialist Republic of Sri Lanka.
<b>Storage Facility</b>	storage facilities owned and operated by the CPSTL at the Oil Terminals located at Muthurajawela and/or Kolonnawa

<b><i>Independent Inspector</i></b>	A globally reputed independent inspecting company which will be jointly appointed by the seller and buyer to monitor and control the stock & discharging of total cargo from the vessel & partial quantities from time to time from CPSTL storage tanks strictly as per this agreement.
<b><i>Seller</i></b>	..... a private company with limited liability duly organized and registered under the laws of Singapore (registration number ..... ) and having its registered office at .....
<b><i>Party/Parties</i></b>	shall mean all CPC, CPSTL and Seller and their respective successors and permitted assigns when referred to herein in plural and shall mean either CPC or CPSTL or Seller when herein referred in the singular as the context may require.
<b><i>Month/Calendar Month</i></b>	Shall mean any consecutive period of 30 day whilst “Calendar Month” shall mean a consecutive period of 30 days which immediately follows the 1 <sup>st</sup> day of any month in the Calendar
<b><i>MOPS</i></b>	Mean Mean of Platt’s Singapore
<b><i>USD</i></b>	United States Dollars
<b><i>LKR</i></b>	Sri Lankan Rupees
<b><i>Year/Calendar Year</i></b>	“Year” shall mean any consecutive period of 365 day whilst “Calendar Year” shall mean a consecutive period of 365 days immediately from the 1 <sup>st</sup> day of the month of January in any year to the 31 <sup>st</sup> day of December in that year inclusive of both days

<b><i>Term</i></b>	Shall mean the term commencing from the date of the entering in to this agreement until making the payment of the total DAP value of the Product quantity discharged to Oil Terminals belongs to CPSTL located at Muthurajawela and/or Kolonnawa equivalent to the quantity of Bill of Lading(s).
<b><i>Product</i></b>	Shall mean the of Gas Oil (0.05% M.S.) cargo arrived under shipmentref. No. <b>BK/...../2024</b>
<b><i>Quality Inspector</i></b>	Shall be a duly qualified independent surveyor appointed by mutual agreement of the CPC and the Seller.
<b><i>Quality Test Report</i></b>	Shall mean all laboratory tests conducted by the Quality Inspector at CPC/CPSTL to ascertain the quality of the Product.
<b><i>Business Day</i></b>	Shall mean a day in which banks are open for business in Colombo, Sri Lanka and excludes a Saturday, Sunday and all public holidays in Colombo, Sri Lanka

## 2. TERMS

Shall mean the term commencing from the date of the entering in to this agreement until making the payment of the total DAP value of the Product quantity discharged to Oil Terminals located at Muthurajawela and/or Kolonnawa equivalent to the quantity of Bill of Lading(s) of the respective vessel under shipment relevant to the tender reference **BK/30/2024**.

## 3. PRINCIPLE & CONSIDERATION

3.1 Product will be imported to Sri Lanka by CPC as the consignee as per the terms and conditions of the tender /contract reference BK/30/2024 with testing of the Product cargo being carried out both at the load port and the discharge port at Colombo and the Product cargo supplied on DAP Colombo basis (Incoterm 2010). CPC shall be liable for the additional cost incurred by the seller subject to the terms and conditions in the tender document. CPC shall not be liable for the delays occurred due to negotiation of the signed Standard Ex-Storage Modality Agreement provided to the seller by CPC for discharge of cargo under the Ex-Storage Modality.

3.2 The Seller shall provide the Product cargo at the MOPS plus/minus relevant Premium/discount per barrel as agreed under the tender / contract reference **BK/30/2024** and the letter of award dated ..../2024 and it shall be considered as the cost of the consignment. CPC will pay all regulatory levies and other port and customs payments related to the Product as shipment is consigned to CPC.

- 3.3 The Payment entitled to the Seller shall be limited to the value in United States Dollars (USD) based on corresponding Invoicing Quantity.
- 3.4 Upon discharge of the Product at Colombo Port;
- a) The title to the Product and all associated risks, including but not limited to the risk of any loss or damage to the Product shall pass to CPC; and
  - b) The CPC shall forthwith execute a mortgage in the form annexed herewith as Exhibit C, pledging the Product to the Seller until such time that payment of DAP price calculated as per clause no. 3 & 8 of this agreement is made in full.
  - c) Pledging agreement shall be signed by CPC within 5 (five) working days following the date when Out-Turn quantity certificate is issued by the independent inspector.
- 3.5 The quantity of the Product discharged at the Colombo Port shall be certified by the mutually appointed Independent Inspector and shall thereupon be stored at the storage facilities owned and operated by the CPSTL at the Oil Terminals located at Muthurajawela and/or Kolonnawa (“Storage Facility”) and will be discharged adopting the usual distribution and operational procedures of CPSTL/CPC subject to the adherence of usual quantity measurement and other regular standards applicable during terminal operations used in the current supply chain. For the avoidance of doubt each withdrawal of the Product from the Storage Facility shall be subject to Clause 3.6 and shall require the prior written approval of the mutually appointed Independent Inspector.
- 3.6 Prior to withdrawing the Product from the Storage Facility, CPC shall inform the Seller the quantity which would be withdrawn and effect payment in full in as specified under the clause 8. in respect of the said quantity of withdrawal in USD by way of telegraphic transfer to the below mentioned bank account of the Seller.
- Bank: .....
- Beneficiary: .....
- Account No. : .....
- SWIFTCode: .....
- 3.7 Receipt by the Seller of the full payment for the Product withdrawal quantity from CPC as well as the approval of the mutually appointed Independent Inspector shall be conditions precedent to the relevant withdrawal from the Storage Facility.
- 3.8 The Payment entitled to the Seller shall be limited to the value in USD based on corresponding Invoicing Quantity.
- 3.9 Outturn quantity will be reported and certified by the Independent Inspector in the ‘Certificate of Quantity’ issued at the Discharge Port. Such payment shall be made prior to any quantity been discharged from the storage.

#### 4. PRODUCT

- 4.1. The Product shall be as per the specification of the tender.
- 4.2. CPC and CPSTL shall hold the custody of the Product received from the Seller at the Storage Facility owned by the CPSTL at its cost until sales are completed and will not transfer the nominated quantity to any other storage facility unless received written official permission from the seller.
- 4.3 CPC shall be responsible for any loss or damage to the Product cargo while in CPSTL storage tanks until the agreement will be terminated as per any of the terms in this agreement.

#### 5. QUALITY AND DELIVERY

The Parties agree that the delivery of the Product and Quality shall be in accordance with the express provisions.

#### 6. RIGHTS AND OBLIGATIONS OF BUYER/ CPC (Buyer) *(hereinafter referred to as the "CPC or "Buyer" which term or expression as herein used shall where the context requires or admits mean and include the said Ceylon Petroleum Corporation, its successors and permitted assign) shall;*

- i. Obtain the necessary provisions/approvals to discharge and store the relevant product/s in the "Storage Facility".
- ii. Store the Product received from the Seller in accordance with Clause 4.2 and be responsible for any loss or damage to the Product cargo while in CPSTL/CPC storage tanks until the agreement will be terminated as per any of the provisions as per the terms in this agreement.
- iii. Maintain, on its own account, an inventory of the Product at levels which are appropriate and adequate for CPC to meet all deliveries and service requirements in relation to the Product.
- iv. Allow the Seller to access only for the records maintained for the product stock and sales.
- v. Subject to the availability of space/ullage in the storage tanks, the Buyer has the right to store same respective Product type imported/purchased on its own in the same storage tanks as and when required.
- vi. Buyer has the right to store Product imported/purchased from any third-party sellers in the same storage tanks as and when required.
- vii. Buyer shall draw the quantity of the product from the storage tanks upon (1) receipt of the payment on the Seller's nominated bank account of the value equivalent to the quantity to be drawn and (2) written approval by email from the Seller.

- viii. The buyer has the right to draw the quantity of products up to the quantity declared in the out- turn quantity report issued/produced by the mutually agreed independent inspector after discharging of the Product from the imported onboard the respective vessel.
- ix. Buyer has no obligation to pay any value exceeding the total DAP value of the respective Product quantity discharged to “Storage Facility” equivalent to the quantity declared in the original B/L(s) of the respective vessel.
- x. Carry out lab tests of the Product at CPSTL and/or CPC laboratory in the presence of the Independent Surveyor before the unloading of the cargo at the Colombo Port and to make available the test results to the seller without any delay.
- xi. The final invoice shall be raised by the supplier in such a way that the cumulative quantity of all invoices does not exceed the B/L quantity indicated in the respective B/L (s) as indicated in clause 2.11.1 of the tender document.
- xii. Buyer and/or CPSTL shall have the right to reject the full consignment or part of the consignment on Board the vessel as the case may be, if the Quality of the Product at the Discharge Port does not meet/comply with the specifications.
- xiii. Buyer shall have the right to reject the full consignment or part of the consignment on Board the vessel as the case may be, if the Quality of the Product at the Discharge Port does not meet/comply with the specifications.
- xiv. CPC is not allowed to create or cause to be created any other liens/ pledges/ mortgages or other encumbrances over the Product pertaining to ref..... in favor of any third party including CPSTL apart those created in favor of the Seller hereunder.
- xv. CPC shall indemnify the Seller for all damages and costs incurred by the latter due to the loss and/or damage to the Product while it is in transit or at the Storage Facility as well as any loss resulting from the undue performance or omission by CPC to the extent of the value of the remaining portion the cargo during the fulfillment of its obligations under this Agreement.
- xvi. CPC and/or CPSTL shall indemnify the Seller for all damages and costs incurred by the latter due to the loss and/or damage to the Product while it is in transit or at the Storage Facility as well as any loss resulting from the undue performance or omission by CPC to the extent of the value of the remaining portion the cargo during the fulfillment of its obligations under this Agreement.



## 7. RIGHTS AND OBLIGATIONS OF THE SELLER

The Seller shall;

- i. Undertake to discharge the Product as per the quality standards in Exhibit B requested by CPC reference to ...../2024.
- ii. Make available Seller's representative at the Storage Facility with the approval of CPC when measurements are taken of the storage tanks before and after storing of the Product & drawing a quantity by the Buyer. A prior written approval of CPC to be sent to terminal before the discharge of the cargo at the terminal.
- iii. Seller agreed to release the quantity of Product equivalent to the value of the payment made to the Seller based on the price agreed in the contract soon after the transmission of the Buyer's bank confirmation to the Seller.
- iv. The final invoice shall be raised by the supplier in such a way that the cumulative quantity of all invoices does not exceed the B/L quantity indicated in the respective B/L (s) subjected to clause 2.11.1 of the tender document.

## 8. PAYMENT & INVOICING

### 8.1 Price of the Product

The price of the Product shall be the total DAP (INCOTERM 2010) value of the cargo calculated based on the unit price agreed in the letter of confirmation/award dated .../.... /2024, the B/L quantity and the other applicable clauses in the contract entered in to based on the offer and acceptance.

#### 8.1.1 Payment prior to the date of quantity drawn – option -2

DAP Colombo price for **Gas Oil (0.05% M.S.)** shall be calculated as follows:

PRICE OFFERED FOR GAS OIL (0.05% MAX SULPHUR) IN USD PER BARREL ON **DAP COLOMBO BASIS (INCOTERMS 2010)** SHALL BE THE AVERAGE OF THE **MEAN OF PLATTS SINGAPORE PRICE (MOPS) (AAFEX00)** PRICE OF GAS OIL 500 PPM PUBLISHED IN PLATTS MARKET SCAN UNDER THE HEADING "**PLATTS ASIA AND MIDDLE EAST GAS OIL ASSESSMENTS**", ON THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN, TWO DAYS IMMEDIATELY BEFORE AND TWO DAYS IMMEDIATELY AFTER THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN (IF THERE IS NO PUBLICATION ON THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN THEN TWO DAYS IMMEDIATELY BEFORE AND TWO DAYS IMMEDIATELY AFTER THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN ARE TO BE TAKEN INTO ACCOUNT) PLUS A FIXED PREMIUM/DISCOUNT.

8.1.1.1. Under the Ex-Storage modality total cargo quantity shall be withdraw within 30 days from the date completion of discharge.

8.1.1.2. Invoicing

Based on the availability of funds the quantity required to be drawn shall be informed to the supplier by Ceypetco & the relevant payment will be made based on the respective invoice raised by the supplier indicating the quantity in us barrels, the unit price in United States Dollars(USD) per barrel (Bbl) and the subtotal of the respective invoice.

Payment will be made prior to the date of quantity drawn, by telegraphic transfer (TT) through Bank of Ceylon / people's Bank, 'Colombo. All bank charges outside Sri Lanka, if any, will be to the account of the supplier.

The final invoice shall be raised by the supplier in such a way that the cumulative quantity of all invoices does not exceed the B/L quantity indicated in the respective B/L(s) subjected to clause 2.11.1 of the tender document.

**9. NOTICES**

9.1. Any communications (including without limitation statements of account) by either Party to the other shall, unless otherwise provided herein, be sufficiently made if sent by post (which shall be by airmail where airmail is possible), postage paid by telegraph, transmission to the address hereinafter specified and shall, unless otherwise provided herein, be deemed to have been given to the other Party on the day on which such communications ought to have been delivered in due course of e-mail, postal, telegraphic, telex or facsimile communication.

9.2. Unless otherwise specified by not less than 15 days notice in writing by the party in question, the addresses to which communication shall be sent:

To Seller .....

Address : .....

By Email

.....

To Buyer

Ceylon Petroleum Corporation  
609 Dr. Danister De Silva Mawatha  
Colombo 09, Sri Lanka  
By Phone +94115455405/ +94115455113  
By Facsimile +94115455406  
By Email cm@ceypetco.gov.lk

## **10. ASSIGNMENT**

Neither Party hereto shall assign any of their respective rights or obligations under this Agreement to any other person or entity without the express prior written consent of the other Party.

## **11. FORCE MAJEURE**

The Seller or CPC 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 Seller's or CPC'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.

## **12. AMENDMENTS**

No amendments, changes, alterations or modifications to any provision of this Agreement shall be effective unless such changes, alterations or modifications are agreed upon by both Parties in writing and are signed by the authorized officers of the Parties hereto.

## **13. SEVERABILITY**

If any provision of this Agreement is invalid, unenforceable or prohibited by the applicable laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

The Parties further agree that they shall make every effort to change and/or amend such illegal, invalid, void and or unenforceable provision by way of a duly executed addendum to this Agreement, to make the same legal, valid and binding.

#### **14. NON-WAIVER**

No failure or delay of any Party (including their employees and agents) to exercise any right or power under the Agreement or at law shall operate as a waiver thereof, except as provided in the Agreement, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of any other right or power under the Agreement, and no waiver of any Party of any provision or part of any provision of the Agreement shall be binding unless expressly confirmed in writing.

#### **15. CONFIDENTIALITY**

Each Party hereto shall maintain strict confidentiality and secrecy in respect of all information and documentation received by such Party directly or indirectly pursuant to this Agreement and neither Party hereto or their respective directors, employees, servants or agents shall disclose, reveal or divulge any confidential information howsoever acquired pursuant to this Agreement to any third party without the written consent of the other Party, unless required under any law, or unless disclosed to either Party's auditors, insurers, carriers (including ship-owners), financing bank(s) and/or consultants. The duty of confidentiality shall survive the termination of this Agreement and shall extend to a further period of three (03) years from the date of termination or sooner determination of this Agreement.

#### **16. WARRANTY BY THE SELLER**

The Seller hereby warrants and confirms that it has and will for the duration of this Agreement maintain all necessary licenses permits and approvals and all commercial, technical and financial resources necessary to effectively supply the Product in the manner set out herein. The Seller shall indemnify, defend and hold CPC harmless from and against any and all actually incurred losses, liabilities, damages, and claims, arising out of or otherwise in respect of any breach of the aforesaid warranty.

#### **17. GOVERNING LAW AND DISPUTE RESOLUTION**

17.1 The agreement shall be governed by and interpreted pursuant to the laws of Sri Lanka.

17.2 Any claim whatsoever arising between the Seller and CPC to this Agreement, under the terms of this Agreement shall be lodged in writing within thirty (30) days of receipt of the Product by CPC and in the event the cargo is not delivered to CPC within thirty (30) days of the last date of two-day delivery laycan as notified by CPC. Otherwise any such claim shall be deemed to have been waived.

17.3 Every endeavor shall be made to settle any difference or dispute between CPC and Seller arising from any transaction hereunder by mutual negotiations, failing which such differences or disputes shall be settled by arbitration.

17.4 In the event of the failure to amicably settle any difference or dispute, the Parties shall refer all differences or disputes arising out of or in connection with this Agreement for final settlement by arbitration to be conducted under the rules of arbitration of the United Nations Commission on International Trade Law (UNCITRAL). The arbitral tribunal shall consist of three arbitrators. The seat of arbitration shall be Colombo, Sri Lanka and the language of arbitration shall be English.

17.5 In the event that either Party deems it necessary to seek injunctive relief, such should be obtained from a court of competent jurisdiction pending the constitution and/or determination of the Arbitrators in accordance with Clause 17.4.

## 18. TERMINATION

This agreement will terminate;

- a. By mutual consent of both parties (buyer and seller)
- b. Automatically once the total quantity equivalent to the out-turn quantity will be withdrawn by CPC from the storage tanks "Storage Facility".
- c. Automatically, once the total DAP value of the Product quantity discharged to "Storage Facility" equivalent to the out turn quantity declared in the out turn quantity report issued by the mutually agreed Independent inspector at the time of discharging the cargo from the imported vessel is paid to the seller by CPC.
- d. The Seller shall be entitled to unilaterally early terminate this Agreement with a 20-day written notice to CPC in case the delivered Product is not paid by CPC within four (4) months from the day of its discharge at port Colombo, Sri Lanka. And The Seller will be entitled to collect the entire balance amount available as per the deed of pledge signed between the parties.

## 19. OTHER REQUIREMENTS

All other terms & conditions and requirements are as per the Tender Invitation (Ref: **BK/30/2024**) **COMMERCIAL MANAGER/CEYPETCO/CE/0040** dated 20/06/2024 and CEYPETCO standard terms and conditions available with the Seller.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement and another of the same tenor and date as these presents to be executed at Colombo in the Democratic Socialist Republic of Sri Lanka on this..... Two Thousand and Twenty-four.

.....

Name: .....

Designation: .....

**CEYLON PETROLEUM CORPORATION**

Name:

Designation:

.....

.....

Name:

Designation: