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**Procurement of Combined Cargo of Gas Oil 10 ppm Max. Sulphur and Gas Oil 500 ppm Max. Sulphur (each cargo having ... Bbls +/-5%) for the Ceylon Petroleum Corporation under Indian Line of Credit**

*[The Bidder shall fill in this Form in accordance with the instructions indicated **No alterations to its format shall be permitted and no substitutions shall be accepted**]*

Date: .....  
*[insert date of Bid Submission]*

**To: The Chairman; Special Standing Cabinet Appointed Procurement Committee (SSCAPC)**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:  
*[Insert the number and issuing date of each Addenda]* issued in accordance with the Instructions to Bidders (ITB 8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the followings
- (d) The Total price for each and every shipment for Gas Oil 10 ppm Max. Sulphur shall be determined based on the monthly average of the MIDS of FOB Singapore price of Gas Oil 10 ppm published under the heading **“Platts Singapore Middle Distillates Assessments”**, in Platt’s market scan over the month belongs to the first day of the two day delivery laycan at Colombo plus **a fixed premium/discount in United State Dollar ..... (USD .....) per barrel.**
- (e) The Total price for each and every shipment for Gas Oil 500 ppm Max. Sulphur shall be determined based on the monthly average of the MIDS of FOB Singapore price of Gas Oil 500 ppm published under the heading **“Platts Singapore Middle Distillates Assessments”**, in Platt’s market scan over the month belongs to the first day of the two day delivery laycan at Colombo plus **a fixed premium/discount in United State Dollar ..... (USD .....) per barrel.**

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| Product   | Per Cargo Quantity   | No of shipments offered                                | Premium / Discount on (USD per Bbl) |
|---|----------------------|--|-------------------------------------|
|   |                      |  | DAP Colombo basis                   |
| Gas Oil 500 ppm Max. Sulphur (Auto / High Speed Diesel)   | 227,500 Bbls +10/-5% | .....<br>Maximum of 2 shipments will be allowed to bid | .....                               |
| Gas Oil 10 ppm Max. Sulphur   | 52,500 Bbls +10/-5%  |  |                                     |
| <b>BID DOCUMENT CLAUSE REFERENCE</b>  |                      |  | <b>COMPLIANCE</b>                   |
| Bid Security Guarantee  |                      |  | <b>Comply / Not comply</b>          |
| Contractual cargo quantities  |                      |  | <b>Comply / Not comply</b>          |
| Delivery  |                      |  | <b>Comply / Not comply</b>          |
| Quality   |                      |  | <b>Comply / Not comply</b>          |
| Source of supply  |                      |  | <b>Comply / Not comply</b>          |
| Mode of Loading   |                      |  | <b>Comply / Not comply</b>          |
| Inspection at Load port   |                      |  | <b>Comply / Not comply</b>          |
| Inspection at Discharge port  |                      |  | <b>Comply / Not comply</b>          |
| Recovery of damages or losses for CEYPETCO due to unacceptable quality  |                      |  | <b>Comply / Not comply</b>          |
| Out-turn loss   |                      |  | <b>Comply / Not comply</b>          |
| Price / Payment / interest  |                      |  | <b>Comply / Not comply</b>          |
| DAP Colombo price for Gas Oil 10 ppm Max. Sulphur calculation method  |                      |  | <b>Comply / Not comply</b>          |
| Title and Risk  |                      |  | <b>Comply / Not comply</b>          |
| Performance Security Guarantee  |                      |  | <b>Comply / Not comply</b>          |
| Claims, disputes and recovery of damages or losses for CEYPETCO for late delivery and delivery of lesser quantity than agreed |                      |  | <b>Comply / Not comply</b>          |
| Award of the tender   |                      |  | <b>Comply / Not comply</b>          |
| Delivery of Product at Colombo  |                      |  | <b>Comply / Not comply</b>          |

|  |                            |
|--|----------------------------|
| Delivery of products for single berth at Dolphin Tanker Berth, Colombo   | <b>Comply / Not comply</b> |
| Delivery of products for single berth at SPM Muthurajawela, Colombo  | <b>Comply / Not comply</b> |
| Delivery of products for dual berth discharge at Dolphin Tanker Berth, Colombo & SPM Muthurajawela, Colombo  | <b>Comply / Not comply</b> |
| Laytime for discharge at Dolphin Tanker Berth, Colombo   | <b>Comply / Not comply</b> |
| Laytime for discharge at SPM Muthurajawela, Colombo  | <b>Comply / Not comply</b> |
| Laytime for dual berth discharge at Dolphin Tanker Berth, Colombo & SPM Muthurajawela, Colombo   | <b>Comply / Not comply</b> |
| Notice of arrival at Colombo   | <b>Comply / Not comply</b> |
| Requirements of tankers for discharging of product via Dolphin Tanker Berth, Colombo   | <b>Comply / Not comply</b> |
| Requirements of tankers for discharging of product via SPM Muthurajawela, Colombo  | <b>Comply / Not comply</b> |
| Line flushing at Dolphin Tanker Berth, Colombo   | <b>Comply / Not comply</b> |
| Line flushing at SPM Muthurajawela, Colombo  | <b>Comply / Not comply</b> |
| Demurrage  | <b>Comply / Not comply</b> |
| Force Majeure  | <b>Comply / Not comply</b> |
| Other requirements   | <b>Comply / Not comply</b> |
| Submission of Bids   | <b>Comply / Not comply</b> |
| 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> |
| A letter of Authorization enabling the local agent to submit the bid   | <b>Comply / Not comply</b> |
| 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> |
| Validity of the offer  | <b>Comply / Not comply</b> |
| Contract Agreement   | <b>Comply / Not comply</b> |
| Agreement to Amendment Notice(s) [if any]  | <b>Comply / Not comply</b> |

| PROPERTY/TEST   | TEST METHOD                | SPECIFICATIONS   | COMPLIANCE                 |
|---|----------------------------|--|----------------------------|
| APPEARANCE  |                            | CLEAR, BRIGHT AND FREE FROM WATER & VISIBLE IMPURITIES | <b>Comply / Not comply</b> |
| DENSITY AT 15 °C kg/m <sup>3</sup>                        | ASTM D 1298 / ASTM D 4052  | 820 - 845  | <b>Comply / Not comply</b> |
| COLOUR  | ASTM D 1500                | MAX. 1.5   | <b>Comply / Not comply</b> |
| DISTILLATION  | ASTM D 86                  |  | <b>Comply / Not comply</b> |
| E250 Vol % MAX  |                            | <65  | <b>Comply / Not comply</b> |
| E350 Vol % MIN  |                            | 85   | <b>Comply / Not comply</b> |
| T95 °C  |                            | MAX. 360   | <b>Comply / Not comply</b> |
| CETANE INDEX OR   | ASTM D 976 / ASTM D 4737   | MIN. 50 (NOTE 1)                                       | <b>Comply / Not comply</b> |
| CETANE NUMBER   | ASTM D 613                 | MIN. 51  | <b>Comply / Not comply</b> |
| CFPP °C   | ASTM D 6371                | MAX. +5  | <b>Comply / Not comply</b> |
| SULPHUR CONTENT mg/kg                                     | ASTM D 5453<br>ASTM D 2622 | MAX. 10  | <b>Comply / Not comply</b> |
| FLASH POINT °C  | ASTM D 93                  | MIN. 55  | <b>Comply / Not comply</b> |
| VISCOSITY KIN AT 40 °C, cSt                               | ASTM D 445                 | 2 - 4  | <b>Comply / Not comply</b> |
| WATER CONTENT mg/kg                                       | ASTM D 6304                | MAX. 200   | <b>Comply / Not comply</b> |
| CU - STRIP CORROSION 3 hrs AT 50 °C                       | ASTM D 130                 | MAX. 1   | <b>Comply / Not comply</b> |
| ASH % m/m   | ASTM D 482                 | MAX. 0.01  | <b>Comply / Not comply</b> |
| CARBON RESIDUE, % m/m                                     | ASTM D 524 / ASTM D 4530   | MAX. 0.2   | <b>Comply / Not comply</b> |
| PARTICULATE CONTAMINANTS, TOTAL mg/l                      | ASTM D 6217                | MAX. 10  | <b>Comply / Not comply</b> |
| TOTAL ACID NO. mg KOH/g                                   | ASTM D 664                 | MAX. 0.08  | <b>Comply / Not comply</b> |
| CALORIFIC VALUE GROSS kcal/kg                             | ASTM D 240                 | MIN. 10600   | <b>Comply / Not comply</b> |
| OXIDATION STABILITY g/m <sup>3</sup>                      | ASTM D 2274                | MAX. 25  | <b>Comply / Not comply</b> |
| DSEP RATING   | ASTM D 7261                | 50 – 100   | <b>Comply / Not comply</b> |
| FAME  | ASTM D 7371                | NON DETECTABLE (NOTE 2)                                | <b>Comply / Not comply</b> |
| LUBRICITY (HFRR wear scar dia. @60 <sup>0</sup> c) micron | ASTM D 6079                | MAX. 400   | <b>Comply / Not comply</b> |

|   |                              |         |                            |
|---|------------------------------|---------|----------------------------|
| POLYCYCLIC AROMATIC<br>HYDROCARBONS % m/m | ASTM D 5186 /<br>ASTM D 6591 | MAX. 11 | <b>Comply / Not comply</b> |
|---|------------------------------|---------|----------------------------|

|                   |  |                            |
|-------------------|--|----------------------------|
| <b>IMPORTANT:</b> |  |                            |
| NOTE 1            | : NOT APPLICABLE IF ANY CETANE IMPROVER<br>ADDITIVE IS PRESENT     | <b>Comply / Not comply</b> |
| NOTE 2            | : ADDITION OF BIO DIESEL OR BIO DIESEL BLENDS<br>ARE NOT PERMITTED | <b>Comply / Not comply</b> |

- (f) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (i) Our firm, its affiliates or subsidiaries including any subcontractors or suppliers for any part of the contract has not been declared blacklisted by the National Procurement Agency; Further, we are not blacklisted/ debarred by any multilateral agency or any Govt. authority in India or Sri Lanka Further, we are not blacklisted/ debarred by any multilateral agency or any Govt. authority in India or Sri Lanka. In case we are blacklisted/ debarred/sanctioned during bidding process and Project implementation phase, we shall immediately inform the Purchaser and Exim Bank of such blacklisting/ debarment/sanction and reasons thereof and we note that this may lead to cancellation of the Bid submitted by us and/or cancellation of the Contract, if awarded.
- (j) In case, during bidding process and Project implementation phase, if our account is classified as Non-Performing Asset (NPA) with any Bank/FI or our companies/ promoters/ directors appear in Reserve Bank of India (RBI) Caution List, RBI Wilful Defaulter List (Suit filed as well as non-suit filed), Credit Information Bureau India Ltd. (CIBIL) Defaulter List or any other negative list of central and state government agencies, updated from time to time, we shall immediately inform the Purchaser and Exim Bank of the same along with reasons thereof and note that this may lead to cancellation of the Bid submitted by us and/or cancellation of the Contract, if awarded.

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(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(m) We understand that,

\* The premium quoted for the product shall be fixed throughout the five (05) months contract period commencing from date of letter of award to 02/08/2022.

\*\* The Local Agency Commission (USD) (if any) shall be fixed throughout the five (05) months contract period commencing from date of letter of award to 02/08/2022.

**Signed:** *[Insert signature of person whose name and capacity are shown]*

**In the capacity of** *[Insert legal capacity of person signing the Bid Submission Form]*

.....  
.....  
.....

Name: *[Insert complete name of person signing the Bid Submission Form]*

**Duly authorized to sign the bid for and on behalf of:**

.....  
.....  
.....  
.....

*[Insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*