

TENDER FOR THE VOYAGE CHARTER OF A TANKER FOR THE AFFREIGHTMENT OF 6.3 MILLION METRIC TONS +/- 5% (MAX) (AT CHARTERER'S OPTION) OF CRUDE OIL FOR A PERIOD OF FOUR (04) MONTHS FROM 15TH AUGUST 2026 TO 14TH DECEMBER 2026 – (CR/TERMVOY/2026)

CEYLON PETROLEUM CORPORATION (CEYPETCO) INVITES FIRM OFFERS FOR THE VOYAGE CHARTER OF A TANKER FOR THE CARRIAGE OF 90,000 – 94,500 MET TONS OF MURBAN CRUDE OIL PER VOYAGE IN EVERY 21-30 DAYS FROM JEBEL DHANNA, U.A.E. AND/OR FUJAIRAH, U.A.E. (AT CHARTERER'S OPTION) TO COLOMBO, SRI LANKA FOR THE PERIOD OF FOUR (04) MONTHS FROM 15TH AUGUST 2026 TO 14TH DECEMBER 2026. NUMBER OF CARGOES WILL BE 04-07 AND LOADING LAYCAN WILL BE AS SPECIFIED BY CPC.

1 GENERAL CONDITIONS

1.1 FREIGHT RATE

FREIGHT RATE PER METRIC TON SHOULD BE QUOTED IN US DOLLARS AND SHOULD BE INCLUSIVE OF BUNKER COST, PORT CHARGES ASSESSED ON CARGO AND FREIGHT TAX SHOULD BE APPLICABLE AT THE LOAD PORT (I.E. JEBEL DHANNA, U.A.E. AND/OR FUJAIRAH, U.A.E.) AND CONSOLIDATED CUSTOMS CHARGES AT COLOMBO, SRI LANKA. FREIGHT RATE QUOTED SHALL BE FIXED AND FIRM DURING THE PERIOD OF FOUR (04) MONTHS FROM 15TH AUGUST 2026 TO 14TH DECEMBER 2026.

1.2 ROB/OUTTURN QUANTITY

AN INDEPENDENT INSPECTOR WILL BE APPOINTED BY CHARTERER AT COLOMBO FOR VERIFICATION OF ROB AND OUTTURN QUANTITY WHICH WILL BE BINDING ON BOTH PARTIES SPECIALLY IN RESPECT OF CLAUSES 1.2 1.3 AND 1.4. THE COST OF INSPECTION SHALL BE SHARED EQUALLY BETWEEN OWNER AND CHARTERER. INDEPENDENT INSPECTORS ARE ITS CALEB BRETT / GEO-CHEM/ SBC ASIA – SAYBOLT/ SGS / BUREAU VERITAS / TANKOIL LANKA (PVT) LTD.

1.3 CARGO RETENTION

IN THE EVENT THAT ANY CARGO REMAINS ON BOARD UPON COMPLETION OF DISCHARGE, CHARTERERS SHALL HAVE THE RIGHT TO DEDUCT FROM FREIGHT AN AMOUNT EQUAL TO THE CIF VALUE OF SUCH CARGO PROVIDED THAT THE VOLUME OF CARGO REMAINING ON BOARD IS LIQUID AND PUMPABLE AS DETERMINED BY THE INDEPENDENT INSPECTOR.

1.4 OUTTURN LOSS

OUTTURN QUANTITY IS THE NET CARGO QUANTITY RECEIVED INTO THE SHORE TANKS AT COLOMBO. OUTTURN LOSS IS THE DIFFERENCE BETWEEN THE OUTTURN QUANTITY AND THE BILL OF LADING (B/L) QUANTITY. OUTTURN LOSS SHALL NOT EXCEED 0.30 PCT OF THE B/L QUANTITY. IF THERE IS A DIFFERENCE OF MORE THAN 0.30 PCT BETWEEN B/L QUANTITY AND OUTTURN QUANTITY AS ASCERTAINED BY THE INDEPENDENT INSPECTOR, CHARTERER SHALL HAVE THE RIGHT TO DEDUCT FROM FREIGHT AN AMOUNT EQUAL TO THE CIF VALUE OF THE SHORT-DELIVERED CARGO. THE OWNER'S AGREEMENT TO THE CHARTERER'S DEDUCTION OF OUTTURN LOSS IN EXCESS OF 0.30 PCT SHOULD BE CLEARLY MENTIONED IN THE OFFER.

1.5 FREIGHT PAYMENT

TOTAL FREIGHT PAYABLE WILL BE CALCULATED AT THE FREIGHT RATE QUOTED IN US DOLLARS PER METRIC TON FOR THE NET B/L QUANTITY OF CARGO AS CERTIFIED BY THE INDEPENDENT INSPECTORS AT THE PORT OF LOADING. FREIGHT WILL BE PAID BY TELEGRAPHIC TRANSFER (T/T) ON COMPLETION OF DISCHARGE AT COLOMBO SUBJECT TO PROVISIONS IN THE CARGO RETENTION CLAUSE 1.4 AND OUTTURN LOSS CLAUSE 1.5 ABOVE. OWNERS SHOULD BE AWARE THAT AFTER COMPLETION OF DISCHARGE OF CARGO, ADDITIONAL TIME WILL BE TAKEN FOR SETTLING AND DRAINING OF SHORE TANKS FOR THE INDEPENDENT INSPECTORS TO DETERMINE THE OUTTURN LOSS. **LAYTIME**

K

LAYTIME FOR BOTH LOADING AND DISCHARGING OF 90,000 – 94,500 MET TONS OF CARGO SHALL BE 108 HOURS.

1.6 DEAD FREIGHT

THE CARGO QUANTITY TO BE LOADED ON BOARD WILL BE DECIDED BY THE CHARTERER. USUALLY THE MAXIMUM CARGO CAPACITY OF 94,500 METRIC TONS WILL BE LOADED AND INDICATED IN THE VOYAGE INSTRUCTIONS FOR THE TANKER. TENDERER WILL KEPT INFORMED OF ANY CHANGES ON CARGO QUANTITY PRIOR TO COMMENCEMENT OF LOADING THE TANKER. DEAD FREIGHT WILL NOT BE PAYABLE IF THE TANKER CAPACITY IS GREATER THAN THE CARGO QUANTITY 90,000 – 94,500 METRIC TONS AS NOMINATED BY CHARTERER.

1.7 DEMURRAGE

DEMURRAGE RATE APPLICABLE FOR THE VESSEL SHALL BE CLEARLY INDICATED IN THE OFFER. DEMURRAGE IF ANY WILL BE PAYABLE BASED ON CARGO QUANTITY OF 90,000 – 94,500 METRIC TONS AS NOMINATED BY CHARTERER AND NOT ON TANKER DEADWEIGHT (DWT).

2 REQUIREMENTS OF TANKERS FOR DISCHARGING OF PRODUCT VIA SPBM 1 COLOMBO

VESSEL NOMINATED

2.1 SHOULD MEET FOLLOWING COLOMBO PORT RESTRICTIONS:

A) LENGTH	- 298.70 M MAX.
B) BEAM	- 44.5 M MAX.
C) MOULDED DEPTH	- 22.56 M MAX.
D) DRAFT	- 18.90 M MAX.
E) FORWARD DRAFT	- 3.28 M MIN. WHILST AT SPM
F) SUMMER DEADWEIGHT	- 180,000 DWT MAX.
G) TYPE OF HULL	- DOUBLE HULL

NOTE:

IN ORDER TO ESTABLISH A BETTER CONTROL OF TANKER MOVEMENT AROUND SPM, MINIMUM 2/3 PROPORTION OF CARGO QUANTITY VS. DEADWEIGHT WOULD BE PREFERRED BY CHARTERER.

- 2.2 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.
- 2.3 OWNERS AND TANKER/S SHOULD NOT BE LISTED AS UNACCEPTABLE TO ANY GOVERNMENT OR DEBARRED BY ANY REQUIREMENTS OF THE LOAD PORT/COLOMBO.
- 2.4 SHOULD BE CLASSIFIED IN LLOYD'S A-1, CLARKSON'S EQUIVALENT.
- 2.5 SHOULD MAINTAIN A MINIMUM OF 13 KNOTS SAILING SPEED AT ALL TIMES WEATHER AND SAFE NAVIGATION PERMITTING.

2

2.6 TANKER OFFERED SHOULD MEET ANY OR ALL REQUIREMENTS WHICH MAY BE IN FORCE AT THE LOAD PORT AT THE TIME OF LOADING AT OWNERS COST AND SHOULD BE ACCEPTABLE IN ALL RESPECTS TO THE LOAD PORT.

2.7 **MANIFOLD**

- | | | |
|------------------------|---|--|
| A) MANIFOLD LOCATION | - | MIDSHIP (PORT SIDE) |
| B) MANIFOLD CONNECTION | - | ONE 12 INCH STUDDED CAMLOCK
FLANGE ANSI CLASS 150 |

2.8 **DETAILS OF DERRICK AT MANIFOLD LOCATION**

DERRICK SHOULD HAVE MINIMUM SAFE WORKING LOAD OF 10 MT AND SHOULD BE IN GOOD OPERATIONAL CONDITION.

2.9 **MOORING EQUIPMENT, MOORING AND TOWING ARRANGEMENT**

TANKER SHOULD BE FITTED WITH A CENTRAL BOW STOPPER (CHAIN STOPPER) OF FOLLOWING CAPACITY FOR OCIMF CHAFE CHAIN "B".

- | | | |
|--------------------------|---|----------------|
| TANKERS UPTO 100,000 DWT | - | 100 TONNES SWL |
| TANKERS OVER 100,000 DWT | - | 200 TONNES SWL |

2.10 TANKER SHOULD BE FITTED WITH A CENTRAL BOW FAIR LEAD (BULL RING) MEASURING AT LEAST 600 MM X 450 MM.

2.11 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.

2.12 PEDESTAL FAIRLEAD SHOULD BE FITTED FOR LEAD TO WINCH/WINDLASS.

2.13 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.

2.14 TANKER SHOULD HAVE A "PANAMA" LEAD RIGHT AFT ON ITS CENTRE LINE.

2.15 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.

- 2.16 MOORING MASTERS SHOULD HAVE FREE ACCESS TO NAVIGATIONAL CHARTS AND EQUIPMENTS REQUIRED FOR MOORING OPERATION.
- 2.17 WHEEL HOUSE TO BE KEPT OPEN THROUGHOUT THE PERIOD THE TANKER MADE FAST TO THE BUOY.
- 2.18 A FORE-CASTLE WATCHMAN TO BE MADE AVAILABLE BY THE TANKER THROUGHOUT THE PERIOD THE TANKER MADE FAST TO THE BUOY.
- 2.19 ALL TOOLS REQUIRED FOR CONNECTION/DISCONNECTION OF CARGO HOSE TO BE SUPPLIED BY THE TANKER.
- 2.20 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.
- 2.21 TANKER'S MAIN ENGINE SHOULD BE KEPT READY THROUGHOUT THE PERIOD OF STAY AT THE BUOY FOR MANOEUVRING PROMPTLY ON NOTICE.

2.22 **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.

2.23 **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.

2.24 **ACCOMMODATION/MEALS**

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

- (a) TWO MOORING MASTERS
- (b) TWO LOADING MASTERS
- (c) ONE SAMPLE COLLECTOR (CREW)
- (d) TWO INDEPENDENT INSPECTORS (JUNIOR OFFICERS)

- 2.25 PROPER ACCOMMODATION ON OFFICERS DECK SHOULD BE ARRANGED FOR THE MOORING MASTERS, LOADING MASTERS AND INDEPENDENT INSPECTORS.
- 2.26 MEALS FOR MOORING MASTERS, LOADING MASTERS AND INDEPENDENT INSPECTORS SHOULD BE SERVED IN OFFICERS' DINING SALOON AT THE OWNERS EXPENSE.
- 6

2.27 RATE OF DISCHARGE

TANKER SHOULD BE EQUIPPED WITH CARGO DISCHARGE PUMPS CAPABLE OF DISCHARGING THROUGH THE MANIFOLD AS MENTIONED IN CLAUSE 2.20 ABOVE WHILE MAINTAINING A PRESSURE OF 8.5 KG/CM² /9.5 KG/CM². MINIMUM AT THE MANIFOLD OR AS ADVISED BY THE MOORING MASTERS. AVAILABILITY OF CONTINUOUS PRESSURE MONITORING AND RECORDING/REPORTING FACILITIES SHALL BE PREFERRED

NOTE : WHEN PUMPING TO REFINERY (22 KM DISTANCE) AVERAGE RATE 1,350 MT/HR. AT 7.5 KG/CM².

WHEN PUMPING TO TANK FARM (12 KM DISTANCE) AVERAGE RATE 2,500 MT/HR. AT 7.5 KG/CM².

2.28 CRUDE OIL WASHING

COW SHOULD BE CARRIED OUT ONLY UPTO MARPOL 25% WHILE DISCHARGING CRUDE OIL WITHOUT INTERRUPTION TO DISCHARGE OPERATION.

2.29 LINE FLUSHING AT SPM 1, COLOMBO

THE VESSEL NOMINATED BY THE SUCCESSFUL SUPPLIER/BIDDER SHOULD BE CAPABLE OF FLUSHING THE 22 KM LENGTH, DISCHARGE LINE (36 INCH SUBMARINE LINE REDUCED TO 24 INCH) WITH MINIMUM OF 5.0 KG/CM² PRESSURE AT MANIFOLD, WITH APPROX. 8,000 M³ OF SEA WATER, AS AND WHEN REQUIRED.

THE SELLER SHALL BE BOUND TO GIVE 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 SELLER.

3 ACCEPTANCE OF NOTICE OF READINESS

THE COMMENCEMENT OF LAYTIME SHALL BE DETERMINED IN THE FOLLOWING MANNER.

- 3.1 NOTICE OF READINESS (**NOR**) SHOULD BE TENDERED BETWEEN **0600 HRS AND 1500 HRS** DURING TWO DAY DELIVERY LAYCAN AGREED UPON.
- 3.2 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 COMPLETION OF MOORING, WHICHEVER IS EARLIER UNDER NORMAL WEATHER/SEA CONDITIONS.
- 3.3 IF NOR IS TENDERED **BEFORE THE COMMENCEMENT OF THE DELIVERY LAYCAN** AGREED UPON, FOR ALL PURPOSES 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.
- 3.4 IF THE VESSEL IS **MOORED PRIOR TO THE DELIVERY LAYCAN** AGREED UPON, AT THE REQUEST OF THE SELLER, LAYTIME SHALL COMMENCE AT 0600 HRS ON THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN.

A

- 3.5 IF NOR IS TENDERED **AFTER 1500 HRS** OF THE SECOND DAY OF THE 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 (06) HRS THEREAFTER OR AT THE TIME OF MOORING, WHICHEVER IS EARLIER.
- 3.6 IF NOR IS TENDERED AFTER THE SECOND DAY OF THE 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.
- 3.7 BERTHING AND MOORING OF TANKERS AT SPBM COLOMBO IS GOVERNED BY THE BUILDERS' (IMODCO, USA) RECOMMENDATIONS SPECIALLY WITH REGARD TO THE SAFETY LIMITS OF WEATHER/SEA CONDITIONS. THE BUYER UNDERTAKES TO CLEAR WITH IMODCO OTHER VESSELS THAT MEET THE REVISED SPBM RESTRICTIONS AND SHARE THESE FINDINGS WITH THE SELLER.
- 3.8 ANY DELAYS IN BERTHING DUE TO WEATHER AND/OR SEA CONDITIONS TO BE COUNTED AS HALF LAYTIME (CONOCO WEATHER CLAUSE).

4 NOTICE OF ARRIVAL AT COLOMBO

MASTER OF VESSEL SHOULD ADVISE ESTIMATED TIME OF ARRIVAL (ETA) AT COLOMBO 3/2/1 DAYS AND 12 HRS IN ADVANCE TO THE COMMERCIAL MANAGER, CEYLON PETROLEUM CORPORATION TEL NOS. 0094-11 7296115 E-MAIL: mgr.commercial@ceypetco.gov.lk, sanjeewa.m@ceypetco.gov.lk, lahirud.d@ceypetco.gov.lk, THE MANAGER (SHIPPING), CEYLON PETROLEUM CORPORATION TEL NO. +94-11-5455300 FAX NO. +94-11-5455407 E-MAIL: mgr.shipping@ceypetco.gov.lk, THE ACTING DEPUTY GENERAL MANAGER (TS&CA), CEYLON PETROLEUM CORPORATION FAX NO. +94-11-5455432 E-MAIL: dgm.ts@ceypetco.gov.lk, THE ACTING REFINERY MANAGER, CEYLON PETROLEUM CORPORATION TEL NO. +94-11-5668490 FAX NO. +94-11-2400436 E-MAIL: refinery.manager@ceypetco.gov.lk, THE DEPUTY MANAGER (OPERAYTIONS) - REFINERY, CEYLON PETROLEUM CORPORATION TEL NO. +94-11- 5140221 FAX NO. +94-11-2400436 E-MAIL: dmgr.operation@ceypetco.gov.lk, THE MANAGER (ECONOMICS & SCHEDULING), CEYLON PETROLEUM CORPORATION TEL NO. +94-11-2400432 FAX NO. +94-11-2400436 E-MAIL: mgr.economics@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.

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

- 5.1 ANY CLAIM WHATSOEVER ARISING BETWEEN THE SUCCESSFUL SUPPLIER/BIDDER AND CEYPETCO TO THIS CONTRACT, UNDER THE TERMS OF THIS CONTRACT SHALL BE LODGED IN WRITING WITHIN (60) SIXTY DAYS OF RECEIPT OF PRODUCT BY THE CEYPETCO OR IN THE CASE THE CARGO IS NOT DELIVERED TO CEYPETCO WITHIN SIXTY (60) DAYS OF THE LAST DATE OF DELIVERY LAYCAN AS NOTIFIED BY THE CEYPETCO. OTHERWISE ANY SUCH CLAIM SHALL BE DEEMED TO HAVE BEEN WAIVED.
- 5.2 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.

6

- 5.3 THE VENUE OF ARBITRATION SHALL BE COLOMBO, SRI LANKA.
- 5.4 THE ARBITRATION SHALL FOLLOW UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW (UNCITRAL) PROCEDURES.
- 5.5 THIS PROCUREMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SRI LANKA EXCLUDING ANY CONFLICT OF LAWS AND RULES.
- 5.6 ARBITRATION SHALL BE A CONDITION PRECEDENT TO THE INSTITUTION OF ANY LEGAL ACTION BY EITHER PARTY AGAINST THE OTHER.
- 5.7 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 FOR EACH DAY OF DELAY COUNTS PRO-RATA BASIS FROM 00:01 HRS. OF THE FIRST DAY, AFTER LAST DAY OF AGREED DELIVERY DATE/LAYCAN TILL VESSEL TENDER NOR AT DISCHARGE PORT AT COLOMBO. IF THE DELAY EXCEEDS SEVEN DAYS AFTER THE LAST DATE OF THE AGREED DELIVERY LAYCAN WITHOUT OBTAINING PRIOR APPROVAL, CEYPETCO WILL RESERVE RIGHT TO TERMINATE THE CONTRACT.
- 5.8 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 MINUS FIVE PERCENT (-5%) (QUANTITY OF THE PROCUREMENT DOCUMENT VS. B/L QUANTITY), THE SUCCESSFUL SUPPLIER/ BIDDER WILL BE HELD LIABLE FOR THE PAYMENT OF DAMAGES OR LOSSES TO CEYPETCO **AT THE RATE OF USD 10,000 PER EACH 1,000 MT OF SHORT LOADED QUANTITY OR PART THEREOF ON PRO-RATA BASIS.**
- 5.9 IN THE EVENT THE SUCCESSFUL SUPPLIER/BIDDER IS LIABLE FOR A LATE DELIVERY, PENALTY AND/OR A SHORT LOADING PENALTY AS SPECIFIED IN (2.16.7) AND/OR (2.16.8) ABOVE, SUCH PENALTY SHALL BE SETTLED BY THE SUPPLIER ON OR BEFORE THE DUE DATE OF THE FINAL PAYMENT FOR THE CARGO. ALTERNATIVELY, THE SUCCESSFUL SUPPLIER/BIDDER SHALL AGREE IN WRITING TO DEDUCT THE PENALTY AMOUNT FROM THE FINAL PAYMENT.
- 5.10 SUCH CLAIM IN RESPECT OF THE LIQUIDATED DAMAGES MUST BE NOTIFIED TO THE SELLER IN WRITING WITHIN SIXTY (60) DAYS OF THE DATE OF DISCONNECTION OF HOSES OF SELLER'S NOMINATED VESSEL AT DISCHARGE PORT, COLOMBO WITH FULL SUPPORTING DOCUMENTATION THAT THE SELLER MAY REASONABLY REQUIRE. ANY SUCH DOCUMENTATION NOT THEN AVAILABLE SHALL BE PROVIDED TO THE SELLER WITHIN SEVENTY-FIVE (75) DAYS OF THE DISCONNECTION OF HOSES OF SELLER'S NOMINATED VESSEL AT DISCHARGE PORT, COLOMBO. IF THE BUYER FAILS TO GIVE SUCH NOTICE OR PROVIDE SUCH DOCUMENTATION WITHIN THE ABOVE RESPECTIVE TIME LIMITS, THEN THE BUYER'S CLAIM SHALL BE DEEMED TO HAVE BEEN WAIVED AND ANY LIABILITY OF THE SELLER SHALL BE EXTINGUISHED.
- 5.11 IF THE BIDDER FAILS TO DELIVER ANY FULL SHIPMENT UNLESS AGREED FOR AN ALTERNATIVE, CEYPETCO WILL RESERVE THE RIGHT TO FORFEIT THE PERFORMANCE SECURITY GUARANTEE.

6. TONNAGE DUES

TONNAGE DUES ARE NOT PAYABLE FOR DISCHARGE OF CRUDE OIL VIA SPM COLOMBO.

d

7. SUBSTITUTE TANKER

IN THE EVENT OF TANKER OFFERED FAILING TO MEET THE LOAD PORT REQUIREMENTS/THE LAYCAN AGREED UPON, THE SUCCESSFUL TENDERER IS OBLIGED TO PROVIDE A SUBSTITUTE TANKER CONFORMING TO ALL TERMS & CONDITIONS OF THE TENDER AT THE SAME FREIGHT QUOTED FOR THE TENDER.

8. LOCAL AGENTS

TENDERERS SHOULD INDICATE THE NAME AND ADDRESS OF LOCAL AGENTS (IF ANY) AND THE AGENT'S COMMISSION PAYABLE BY THEM. THE LOCAL AGENT'S COMMISSION WILL BE DEDUCTED FROM THE FREIGHT PAYABLE TO THE OWNERS AND THE LOCAL AGENTS WILL BE PAID IN S/L RUPEES. TENDERERS WHO DO NOT HAVE A LOCAL AGENT SHOULD ALSO INDICATE THAT THEY HAVE NO LOCAL AGENT AND THAT NO COMMISSION IS PAYABLE.

9. ETA AT COLOMBO

MASTER OF TANKER SHOULD ADVISE ETA AT COLOMBO 7/5/3/2/1 DAYS IN ADVANCE TO OPERATIONS MANAGER/MOORING MASTERS AT OIL FACILITIES OFFICE, CPSTL, COLOMBO TEL: 94-11-2422388 / FAX: 94-11-2434273 VIA TANKER AGENT AT COLOMBO. ARRANGEMENTS FOR MOORING WILL BE MADE IN ACCORDANCE WITH THE ETA NOTICE RECEIVED BEFORE NOON ON THE PRECEDING DAY OF ARRIVAL AT COLOMBO. IN THE EVENT OF CANCELLATION OF MOORING OPERATION DUE TO THE ARRIVAL OF VESSEL AFTER 1500 HRS, THE ADDITIONAL EXPENDITURE INCURRED BY CHARTERER SHOULD BE BORNE BY THE TANKER OWNER/AGENT AT COLOMBO.

10. PERFORMANCE

THE PERFORMANCE OF THE VOYAGE CHARTERER OF TANKER SHALL BE GOVERNED BY THE CEYPETCO TERMS AND CONDITIONS/"ASBATANKVOY" CHARTER PARTY. IN THE EVENT, THE TERMS AND CONDITIONS OF "ASBATANKVOY" CHARTER PARTY ARE CONTRARY OR IN CONFLICT WITH THE CEYPETCO TERMS AND CONDITIONS, THEN THE CEYPETCO TERMS AND CONDITIONS SHALL PREVAIL.

11. 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. IN CASE OF FORCE MAJEURE EVENT, CEYPETCO SHALL REQUEST AND SUPPLIER SHOULD AGREE TO DEFER THE CARGO DELIVERY PERIOD TO A REVISED DATE RANGE AGREED WITH THE SUPPLIER WHILE KEEPING THE PRICE OF "MURBAN ADNOC" FOB PRICE PER NET US BARREL CHARGED BY ABU DHABI NATIONAL OIL COMPANY ("ADNOC") TO TERM CUSTOMERS LIFTED BY THEM OVER THE MONTH BELONGS TO THE FIRST DAY OF THE ORIGINAL TWO DAY DELIVERY LAYCAN ALREADY AGREED AS PER THE PROCUREMENT DOCUMENT.

12. TENDERERS SHOULD SUBMIT THE FOLLOWING VALID DOCUMENTS ALONG WITH THE OFFER TO ESTABLISH THAT THE TANKER OFFERED CONFORMS TO ALL TERMS AND CONDITIONS OF THE TENDER IN THE ORDER GIVEN BELOW;

- 12.1 QUESTIONNAIRE 88 (METRIC SYSTEM)
- 12.2 MAJOR OIL COMPANY APPROVAL
- 12.3 OCIMF CERTIFICATE CONFIRMING SHIP COMPLIES WITH OCIMF STANDARDS
- 12.4 OCIMF SHIP INSPECTION REPORT (SIRE)
- 12.5 ISM DOCUMENT OF COMPLIANCE (DOC)
- 12.6 ISM SAFETY MANAGEMENT CERTIFICATE (SMC)

- 12.7 CLASS CERTIFICATE CONFIRMING DOUBLE HULL CONSTRUCTION, DATE/MONTH/YEAR OF LAYING THE KEEL, DATE/MONTH/YEAR OF COMMISSIONING OF SHIP
- 12.8 LOAD LINE CERTIFICATE
- 12.9 SAFETY CONSTRUCTION CERTIFICATE
- 12.10 SAFETY EQUIPMENT CERTIFICATE
- 12.11 SAFETY RADIO CERTIFICATE (GMDSS)
- 12.12 MARPOL CERTIFICATES
- 12.13 ITOFF MEMBERSHIP CERTIFICATE
- 12.14 CONDITION ASSESSMENT PROGRAMME (CAP) REPORT FOR HULL & MACHINERY
- 12.15 OWNER'S P&I CLUB CERTIFICATE
- 12.16 VESSEL HULL & MACHINERY INSURANCE CERTIFICATE

- 13.** ABU DHABI NATIONAL OIL COMPANY (ADNOC), U.A.E. IS HIGHLY CONCERNED ON SAFETY PERFORMANCE AND ENVIRONMENTAL CONTROL AND AS SUCH ALL TANKERS CALLING AT JEBEL DHANNA AND/OR FUJAIRAH FOR LOADING MUST HAVE VALID MAJOR APPROVALS (S) IN THIS RESPECT, NIOC SHOULD BE NOTIFIED THAT THE DATE OF ISSUE AND NAME OF THE COMPANY WHICH ISSUED THE CERTIFICATE WHILE NOMINATING THE VESSEL FOR THEIR ACCEPTANCE (S)
- 14.** THE TANKER OFFERED SHOULD HAVE A VALID P&I COVER FOR THE INTENDED PERIOD OF OPERATION UNDER THIS TERM CONTRACT FOR FREIGHT WHICH IS GOVERNED BY A VOYAGE CHARTER PARTY (S) PLEASE ALSO NOTE THAT AS PER REQUIREMENT OF THE SRI LANKA PORTS AUTHORITY FOR TANKERS BERTHING AT SPM COLOMBO, THE LOCAL AGENTS SHOULD LODGE A VALID P&I COVER AT THE HARBOUR MASTERS OFFICE (SAFETY SECTION) WELL IN ADVANCE, PRIOR TO THE TANKER ARRIVAL IN COLOMBO, COVERING THE RISKS ARISING OUT OF OIL POLLUTION, WRECK REMOVAL OF OWN VESSEL AND DAMAGE TO FIXED AND FLOATING OBJECTS (S) THE P&I COVER SHOULD INDICATE THE INDEMNITY VALUE AGAINST EACH RISK (S)

15. SUBMISSION OF BIDS

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

- 15.1 NAME AND ADDRESS OF TENDERER AND CAPACITY IN WHICH HE TENDERS (OWNER/BROKER/ MANAGER ETC.).
- 15.2 NAME AND ADDRESS OF OWNER OF TANKER.
- 15.3 A LETTER OF AUTHORIZATION ENABLING THE LOCAL AGENT TO SUBMIT THE BID IN THE EVENT THE BIDS ARE SUBMITTED THROUGH THE LOCAL AGENTS.
- 15.4 DESCRIPTION OF TANKER ;
PRESENT NAME, PREVIOUS NAMES, REGISTRATION, CLASS, AGE, FLAG, SDWT, LOA, BEAM, DRAFT, TYPE OF HULL, SPEED, DERRICK CAPACITY, IGS, COW, SBT, NO. OF BOW CHAIN STOPPERS, LAST THREE CARGOES, PRESENT POSITION AND ETA LOAD PORT.
- 15.5 WHETHER MOORING EQUIPMENTS AND MANIFOLDS CONFORM TO OCIMF STANDARDS.
- 15.6 WHETHER THE TANKER/OWNER/OPERATOR ETC. COMPLY WITH ISM CODE.
- 15.7 TENDERERS SHOULD CONFIRM IN THEIR OFFER THAT TANKER OFFERED CONFORMS TO ALL TERMS & CONDITIONS OF THE TENDER AND THAT TENDERER WILL ACCEPT AND ABIDE BY ALL TERMS AND CONDITIONS OF THE TENDER.
- 15.8 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 BID SECURITY GUARANTEE/ CASH DEPOSIT, SHLPC RESERVES THE RIGHT TO REJECT ALL BIDS SUBMITTED BY THE BIDDER.

4

15.9 SUBMISSION OF BIDS BY FAX OR EMAIL IS ENTERTAINED.

15.10 BIDDER SHALL SUBMIT A DETAILED BID COVERING AND CONFIRMING THAT BIDDER WILL AGREE TO AND ABIDE BY THE ABOVE REQUIREMENTS/TERMS AND CONDITIONS OF PROCUREMENT DOCUMENT.

15.11 THE BIDS ADDRESSED TO THE CHAIRMAN, STANDING HIGH LEVEL PROCUREMENT COMMITTEE (SHLPC), COMMERCIAL FUNCTION BID OPENING ROOM, 04TH FLOOR, CEYLON PETROLEUM CORPORATION, NO. 609, DR. DANISTER DE SILVA MAWATHA, COLOMBO 09, SRI LANKA SHOULD BE SUBMITTED BY EMAIL/FAX BEFORE 1200 HRS, SRI LANKA TIME ON **03RD MARCH 2026**.

15.12 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.

16. VALIDITY OF THE BIDS

OFFERS CLOSE AT 1200 HRS, SRI LANKA TIME ON **03RD MARCH 2026** AND SHOULD BE HELD VALID FOR A MONTH HRS THEREFROM.

NOTE

- I. BIDDERS ARE REQUESTED TO INDICATE AUTHORIZED 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 AUTHORIZED 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 BIDS. NO LOCAL AGENT IS PERMITTED TO BRING MOBILE PHONES.**


COMMERCIAL MANAGER
17/02/2026