



PROCUREMENT DOCUMENT

CEYLON PETROLEUM CORPORATION (CEYPETCO)

BID FOR THE SUPPLY OF
2,800,000 BBLs +/- 5%
OF MURBAN CRUDE OIL
UNDER EX-STORAGE MODALITY AND/OR UNDER 30 DAYS LETTER OF CREDIT

REF: **CR/TERM/CRUDE OIL/MURBAN/2027(A)**

FOR DELIVERY AT SPBM1 COLOMBO, SRI LANKA

CHAIRMAN
STANDING HIGH LEVEL PROCUREMENT COMMITTEE (SHLPC)
C/O. COMMERCIAL MANAGER
07TH FLOOR
CEYLON PETROLEUM CORPORATION
No. 609, DR. DANISTER DE SILVA MAWATHA
COLOMBO 09
SRI LANKA.

03RD SEPTEMBER 2026

INVITATION FOR BIDS

CEYLON PETROLEUM CORPORATION (CEYPETCO)

**BID FOR THE SUPPLY OF 2,800,000 BBLs +/- 5% OF MURBAN CRUDE OIL
ON DELIVERED AT PLACE (DAP) (INCOTERMS 2010)
FOR DELIVERY AT SPBM 1 COLOMBO
UNDER EX-STORAGE MODALITY AND/OR UNDER 30 DAYS LETTER OF CREDIT
FOR
THE PERIOD OF FOUR (04) MONTHS FROM 01/03/2027 TO 30/06/2027
CR/TERM/CRUDE OIL/MURBAN/2027(A)**

SECTION 1- INSTRUCTIONS TO BIDDERS (ITB)

1.1. INTRODUCTION

THE CHAIRMAN, STANDING HIGH LEVEL PROCUREMENT COMMITTEE (SHLPC), ON BEHALF OF CEYLON PETROLEUM CORPORATION (HEREIN AFTER REFERRED TO AS 'CEYPETCO') INVITES FIRM OFFERS FROM THE SUPPLIERS REGISTERED WITH CEYPETCO UNDER THE CATEGORY OF "CRUDE OIL" FOR THE SUPPLY OF **MURBAN CRUDE OIL ON DAP COLOMBO BASIS (INCOTERMS 2010)** FOR DISCHARGE OF FULL CARGO OF EACH SHIPMENT AT SINGLE POINT BUOY MOORING 1 (SPBM 1) COLOMBO, SRI LANKA DURING THE PERIOD OF **FOUR (04) MONTHS COMMENCING FROM 01ST MARCH 2027 TO 30TH JUNE 2027.**

BIDDERS ARE REQUESTED TO QUOTE THE PREMIUM FOR FOB BASIS AS WELL.

INTERESTED SUPPLIERS MAY REQUEST FURTHER INFORMATION/CLARIFICATIONS FROM THE COMMERCIAL MANAGER OF CEYLON PETROLEUM CORPORATION [TEL: 0094-117296115; E-MAIL: mgr.commercial@ceypetco.gov.lk, sanjeewa.m@ceypetco.gov.lk].

1.2. ISSUE OF BIDDING DOCUMENT

- LOCAL AGENTS OF THE REGISTERED SUPPLIERS COULD OBTAIN THE BIDDING DOCUMENT FROM THE COMMERCIAL MANAGER OF CEYLON PETROLEUM CORPORATION BETWEEN 0900 HRS. AND 1500 HRS. (SRI LANKA TIME) ON ANY WORKING DAY COMMENCING **03RD SEPTEMBER 2026 UP TO 05TH OCTOBER 2026.**
- OR
- REGISTERED SUPPLIERS COULD DOWNLOAD THE RELEVANT BID DOCUMENT FROM THE CEYPETCO WEBSITE <https://ceypetco.gov.lk/>.

1.3. ELIGIBILITY FOR BIDDING

ONLY THE SUPPLIERS WHO HAVE CURRENTLY BEEN REGISTERED WITH CEYPETCO UNDER THE CATEGORY OF "CRUDE OIL" 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 2.25.

1.5. PCA3 FORM, AGENT, REPRESENTATIVE OR NOMINEE FOR OR ON BEHALF OF ANY BIDDER & LOCAL AGENCY COMMISSION

PLEASE REFER CLAUSE 2.13.

1.6. AWARD OF THE PROCUREMENT

PLEASE REFER CLAUSE 2.17.

1.7. PRICING METHODOLOGY / CURRENCY

ALL VALUES SHALL BE QUOTED IN UNITED STATES DOLLARS (USD).

1.8. BID SECURITY GUARANTEE

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 THREE HUNDRED THOUSAND (USD 300,000/=) 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 EIGHTY EIGHT (88) DAYS FROM THE DATE OF CLOSING OF THE BID (I.E. UP TO **02ND JANUARY 2027**) 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 CEYPETCO 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, ALL BIDDERS SHALL ESTABLISH **A BID SECURITY GUARANTEE FOR UNITED STATES DOLLARS THREE HUNDRED THOUSAND (USD 300,000/=)** FOR THE PROCUREMENT UNDERTAKING THAT THE BID WILL BE HELD VALID FOR THE SPECIFIED PERIOD AND THAT THE BID WILL NOT BE WITHDRAWN DURING THAT PERIOD. SUCH SECURITY SHALL BE IN THE FORM OF A BANK GUARANTEE ISSUED/CONFIRMED BY A LICENCED COMMERCIAL BANK IN SRI LANKA OR A BANK BASED IN ANOTHER COUNTRY BUT THE GUARANTEE CONFIRMED & ASSURED 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 EIGHTY EIGHT (88) DAYS FROM THE DATE OF CLOSING OF THE BID (I.E. UP TO **02ND JANUARY 2027**). **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 FOURTEEN (14) WORKING DAYS SUBSEQUENT TO WRITTEN INSTRUCTION FROM CEYPETCO TO ENTER INTO THE SAID CONTRACT.

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

1.8.6. THE BID SECURITY GUARANTEE FROM THE UNSUCCESSFUL BIDDERS WILL BE RETURNED 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 IN WORDS, THE AMOUNT IN WORDS WILL GOVERN.

1.10. PRE-BID MEETING

THE PROSPECTIVE BIDDERS WILL BE INVITED TO ATTEND THE PRE-BID MEETING WHICH HAS BEEN SCHEDULED TO BE HELD ABOUT ON) **15TH SEPTEMBER 2026**. ALL QUARRIES WILL HAVE TO BE SUBMITTED IN WRITING TO THE CHAIRMAN, SHLPC FIVE (05) DAYS BEFORE THE PRE BID MEETING. ATTENDING OF THIS MEETING IS HIGHLY RECOMMENDED FOR ALL BIDDERS.

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 THE TOTAL QUANTITY OF **MURBAN CRUDE OIL** REQUIRED UNDER THIS CONTRACT IS AS FOLLOWS;

PRODUCT	QUANTITY TO BE DELIVERED / PURCHASED		NO. OF SHIPMENTS
	TOTAL CONTRACTUAL QUANTITY	PER SHIPMENT QUANTITY	
MURBAN CRUDE OIL	2,800,000 BBLS +/-5%	700,000 BBLS +/-5%	04

2.2.2 EACH SHIPMENT SHALL BE AS PER THE **ANNEX-“B”** WHERE TOTAL CARGO SIZE IS 700,000 BBLS PLUS/MINUS 5 PER CENT (+/- 5%).

2.2.3 THE TOTAL QUANTITY OF MURBAN CRUDE OIL SHALL BE LOADED WITHIN THE PLUS/MINUS 5 PER CENT (+/- 5%) TOLERANCE.

2.2.4 ANY DEVIATION TO THE PLUS/MINUS 5% (+/-5%) QUANTITY TOLERANCE WILL ONLY BE CONSIDERED UNDER SPECIAL CIRCUMSTANCES, ON MUTUAL AGREEMENT BETWEEN CEYPETCO AND THE SUCCESSFUL SUPPLIER/BIDDER.

2.3. DELIVERY OF MURBAN CRUDE OIL AT SPBM 1, COLOMBO

2.3.1. THE SUCCESSFUL SUPPLIER/ BIDDER SHALL DELIVER THE FULL CARGO OF MURBAN CRUDE OIL AS GIVEN IN **ANNEX - ‘B’** SHOULD BE MADE ON **DAP COLOMBO BASIS (INCOTERMS 2010)** AT SPBM 1 COLOMBO, SRI LANKA **DURING FOUR (04) MONTHS PERIOD COMMENCING FROM 01ST MARCH 2027 TO 30TH JUNE 2027**

- 2.3.2. THE SUCCESSFUL SUPPLIER/BIDDER SHALL BE INFORMED THE NUMBER OF SHIPMENTS TO BE PROCURED DURING THE MONTH (M) WITHIN THE MONTH (M-3) AND THE FIVE DAY DELIVERY LAYCAN FOR EACH SHIPMENT TO BE DELIVERED IN THE PERIOD STATED IN THE SUB CLAUSE 2.3.1. ABOVE BY CEYPETCO NINETY (90) DAYS PRIOR TO THE FIRST DAY OF THE FIVE DAY DELIVERY LAYCAN FOR EACH SHIPMENT. IT IS IMPERATIVE THAT EACH SHIPMENT IS DELIVERED IN COLOMBO DURING THE FIVE DAY DELIVERY LAYCAN IN ONE TANKER IN ONE LOT.

THE FIVE DAY DELIVERY LAYCAN SHALL FALL WITHIN THE SAME MONTH.

- 2.3.3. THE FIVE DAY DELIVERY LAYCAN SHALL BE COMMENCED FROM 0001HRS OF THE FIRST DAY OF THE DELIVERY LAYCAN UP TO THE 2400 HRS. OF THE FIFTH DAY OF THE DELIVERY LAYCAN.
- 2.3.4. THE SUCCESSFUL SUPPLIER/BIDDER SHALL BE INFORMED THE TWO DAY NARROWED DOWN DELIVERY LAYCAN BY CEYPETCO ON OR BEFORE LAST DAY OF **M-2** (M BEING MONTH OF DELIVERY). IT IS IMPERATIVE THAT THE SHIPMENT IS DELIVERED IN COLOMBO DURING THE TWO DAY DELIVERY LAYCAN NOTIFIED BY CEYPETCO IN ONE TANKER IN ONE LOT.
- 2.3.5. 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 DELIVERY LAYCAN.
- 2.3.6. PORT OF LOADING OF THE CARGO SHALL BE JEBEL DHANNA, U.A.E. OR FUJAIRAH, U.A.E. AND ANY LOADING PORT UNDER UNITED STATE SANCTIONS IS NOT ACCEPTABLE TO CEYPETCO. ANY CRUDE OIL SIMILAR OR IDENTICAL TO IRANIAN CRUDE WILL NOT BE PERMITTED. IN THE EVENT THAT THE CARGO AT THE DISCHARGE PORT IS FOUND TO BE SIMILAR OR IDENTICAL TO IRANIAN LIGHT CRUDE OIL, CEYPETCO RESERVES THE RIGHT TO REJECT THE CARGO STRAIGHTAWAY AND CLAIM DAMAGES FROM THE SUPPLIER. TESTS WILL BE CARRIED OUT AT THE LOAD PORT AS PER THE CLAUSE 2.9 AND ALSO BEFORE DISCHARGING AT THE BUYER'S PORT. THE DECISION TO ACCEPT THE CARGO AFTER TEST RESULTS (AT MAXIMUM WAITING TIME OF TEN (10) HOURS AT DISPORT FOR RESULTS) IS SOLELY AT THE DISCRETION OF CEYPETCO.

2.4. IMPORTANT

- 2.4.1. IT IS IMPERATIVE THAT THE CARGO IS DELIVERED AT SPBM 1, COLOMBO IN ONE LOT DURING THE CONTRACTUAL NARROWED DOWN TWO DAY DELIVERY LAYCAN AND UNDER NO CIRCUMSTANCES THE CARGO WILL BE ACCEPTED IN TWO SEPARATE TANKERS. SHOULD THE SUCCESSFUL SUPPLIER/BIDDER FAIL TO DELIVER THE CARGO DISCHARGE AT SPBM 1, COLOMBO IN ONE LOT DURING THE CONTRACTUAL TWO DAY DELIVERY LAYCAN AGREED UPON, THE SUCCESSFUL SUPPLIER/BIDDER WOULD BE HELD LIABLE FOR HEAVY PENALTIES AND ALL CONSEQUENTIAL LOSSES.
- 2.4.2. **UNDER EX-STORAGE MODALITY** 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 CORPORATION AT ORUGODAWATTA AND /OR SAPUGASKANDA AND WILL BE WITHDRAWN AS PER THE REQUIREMENT OF REFINERY OF CEYPETCO SUBJECT TO THE ADHERENCE OF USUAL QUANTITY MEASUREMENT. FOR THE AVOIDANCE OF DOUBT EACH WITHDRAWAL OF THE PRODUCT FROM THE STORAGE FACILITY SHALL BE SUBJECT TO CLAUSE 2.4.3. AND SHALL REQUIRE THE PRIOR WRITTEN APPROVAL OF THE MUTUALLY APPOINTED INDEPENDENT INSPECTOR.
- 2.4.3. 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.

2.4.4. 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.

2.4.5. THE PAYMENT ENTITLED TO THE SUCCESSFUL SELLER/ BIDDER SHALL BE LIMITED TO THE VALUE IN UNITED STATES DOLLARS (USD) BASED ON CORRESPONDING INVOICING QUANTITY. INVOICING QUANTITY WILL BE LIMITED TO THE QUANTITY IN THE **B/L**.

IN THE EVENT THAT THE OUT-TURN LOSS (OUT-TURN QUANTITY VS. B/L QUANTITY) IS BEYOND 0.3% AND/OR THERE IS ANY FREE-FLOWING PRODUCT LEFT ON BOARD AS REPORTED AND CERTIFIED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT, THE SUPPLIER SHALL DEDUCT THE EXCESS LOSS AND/OR FREE FLOWING PRODUCT LEFT ON BOARD FROM THE BILL OF LADING QUANTITY FOR INVOICE PURPOSES.

2.4.6. IN THE EVENT WHERE OUT-TURN LOSS BEYOND 0.3% IS TECHNICALLY PROVED DUE TO CEYPETCO'S DISCHARGING PIPELINES LEAKAGE, CAUSING AN OUT-TURN LOSS. SUCH OUT-TURN LOSS SHALL NOT BE DEDUCTED FROM THE INVOICE QUANTITY FOR INVOICING PURPOSES.

2.4.7. OUTTURN QUANTITY WILL BE REPORTED AND CERTIFIED BY THE INDEPENDENT INSPECTOR IN THE "CERTIFICATE OF QUANTITY" ISSUED AT THE DISCHARGE PORT.

2.4.8. **UNDER EX-STORAGE MODALITY** CEYPETCO SHALL HOLD THE CUSTODY OF THE PRODUCT RECEIVED FROM THE SUCCESSFUL SUPPLIER/ BIDDER AT THE STORAGE FACILITY OWNED BY THE CEYPETCO AT ITS COST UNTIL ENTIRE QUANTITY IS WITHDRAWN.

2.4.9. **UNDER EX-STORAGE MODALITY** CEYPETCO SHALL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE PRODUCT CARGO WHILE IN CEYPETCO 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

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

2.6. QUALITY

THE SUCCESSFUL SUPPLIER/BIDDER SHALL ENSURE THAT THE MURBAN CRUDE OIL OFFERED IS IN CONFORMITY WITH THE RELEVANT SPECIFICATIONS GIVEN IN **ANNEX - 'C'**. BIDDERS SHOULD FURNISH THE FULL ASSAY OF MURBAN CRUDE OIL FOR THE EVALUATION OF BIDS. **THE BIDS FROM SUPPLIER/BIDDER WHO DO NOT FURNISH THE FULL ASSAY OF MURBAN CRUDE OIL WILL NOT BE CONSIDERED FOR EVALUATION.**

2.7. SOURCE OF SUPPLY

BIDDERS SHOULD CONFIRM THE FOLLOWING.

2.7.1. MURBAN CRUDE OIL SUPPLIER IS ADNOC/ADCO, U.A.E.

2.7.2. COUNTRY OF ORIGIN IS U.A.E.

- 2.7.3. PORT OF LOADING IS JEBEL DHANNA, U.A.E. OR FUJAIRAH, U.A.E.
- 2.7.4. BIDDER SHALL PRODUCE ALL DETAILS OF HIS SUPPLIER OF MURBAN CRUDE OIL. IF THE SUPPLIER IS AN EQUITY HOLDER OF ADNOC, BIDDER MUST PRODUCE A LETTER FROM HIS SUPPLIER (EQUITY HOLDER OF ADNOC) THAT THE SUPPLIER IS SELLING TOTAL QUANTITY OF MURBAN CRUDE OIL TO BIDDER WHICH IS TO BE LOADED AT JEBEL DHANNA AND/OR FUJAIRAH, U.A.E.
- 2.7.5. ON BOARD BLENDING IS STRICTLY PROHIBITED.
- 2.7.6. THE BIDS SUBMITTED WITHOUT THE ABOVE INFORMATION WOULD BE SUBJECTED FOR REJECTION.

2.8. MODE OF LOADING

UNDER THIS SHIPMENT, MURBAN CRUDE OIL SHALL BE LOADED ON TO THE NOMINATED VESSEL **ONLY FROM SHORE TANKS AND ANY SHIP TO SHIP TRANSFER OF CRUDE OIL IS STRICTLY PROHIBITED.**

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/SGS/BUREAU VERITAS/CCIC/AMSPEC/ TANKOIL GROUP EGYPT) ACCEPTABLE TO THE SUCCESSFUL SUPPLIER/BIDDER TO SAMPLE, TEST AND CERTIFY THE QUALITY OF MURBAN CRUDE OIL AS PER THE PROCUREMENT SPECIFICATIONS AND THE QUANTITY AS PER THE PROCUREMENT CONDITIONS. THEY SHOULD BE PRESENT AT THE TIME OF LOADING OF THE CARGO TO CARRYOUT THE INSPECTION AND TO PREPARE THE QUALITY (SUBMIT ON LINE SAMPLING TEST REPORT INDICATING THE FOUR PARAMETERS NAMELY "TOTAL SULPHUR, DENSITY, RVP AND BS&W" ALSO THE BIDDER TO SUBMIT THE ASSAY OF MURBAN CRUDE OIL 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 LOADING OF THE CARGO AT THE LOAD PORT. THE SUCCESSFUL SUPPLIER/BIDDER SHALL COOPERATE AND LIAISE WITH THE INDEPENDENT INSPECTOR TO ENSURE THAT THE INSPECTION IS CARRIED OUT TO THE SATISFACTION OF CEYPETCO. UNDER NO CIRCUMSTANCES THE CARGO SHALL BE 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.**
- 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.

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 THE EMAIL.

- 2.9.1.5. THE SUCCESSFUL SUPPLIER/BIDDER SHALL ENSURE THAT VESSEL LOADS WITH ONLY MURBAN CRUDE OIL. THE INDEPENDENT INSPECTOR NOMINATED BY CEYPETCO AND ACCEPTED BY THE SUCCESSFUL SUPPLIER/BIDDER SHALL ALSO ENSURE THAT THE VESSEL LOADS ONLY WITH MURBAN CRUDE OIL.

IN THE EVENT PRODUCT IS LOADED FROM DIFFERENT SHORE TANKS, THE INDEPENDENT INSPECTOR NOMINATED BY THE CEYPETCO AND ACCEPTED BY THE SUCCESSFUL SUPPLIER/BIDDER SHALL ENSURE THAT THE VESSEL LOADS ONLY WITH MURBAN CRUDE OIL.

- 2.9.1.6. THE SUCCESSFUL SUPPLIER/BIDDER SHALL LOAD THE CARGO COMPLYING WITH CEYPETCO PROCUREMENT SPECIFICATION AT THEIR OWN RISK.
- 2.9.1.7. CEYPETCO SHALL PROVIDE AT LEAST THREE (03) E-MAIL ADDRESSES FOR SUCH CORRESPONDENCE TO THE SUCCESSFUL SUPPLIER/BIDDER AND THE SELLER SHALL SEND THE QUALITY CERTIFICATES TO ALL THREE E-MAIL ADDRESSES PROVIDED BY THE BUYER FOR THE SAID PURPOSE.
- 2.9.1.8. INDEPENDENT INSPECTOR SHALL BE PRESENT AT THE TIME OF LOADING OF THE CARGO TO CARRY OUT THE INSPECTION AND TO PREPARE THE QUALITY CERTIFICATES (SUBMIT ON LINE SAMPLING TEST REPORT INDICATING THE FOUR PARAMETERS NAMELY "TOTAL SULPHUR, DENSITY, RVP AND BS&W").
- 2.9.1.9. THE COST OF INSPECTION AT LOAD PORT SHALL BE SHARED EQUALLY BETWEEN CEYPETCO AND THE SUCCESSFUL SUPPLIER/BIDDER.
- 2.9.1.10. 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.** ABOVE, THE SUCCESSFUL SUPPLIER/BIDDER IS PERMITTED TO NOMINATE AN ALTERNATIVE INDEPENDENT INSPECTOR AND GET THE ACCEPTANCE OF CETPETCO, LIABLE IN THE SAID CLAUSE UNDER NO CIRCUMSTANCES THE SUCCESSFUL SUPPLIER/BIDDER SHALL BE PERMITTED TO CHANGE SUCH ALTERNATIVE NOMINATION THEREAFTER.

2.9.2. INSPECTION AT THE 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 CEYPETCO REFINERY LABORATORY AND WITNESSED BY THE INDEPENDENT INSPECTOR (ITS CALEB BRETT/GEO-CHEM/SBC ASIA – SAYBOLT/BUREAU VERITAS/ CCIC / TANKOIL LANKA (PVT) LTD/ AMSPEC) AT COLOMBO. SUCH DETERMINATIONS SHALL BE REPORTED ON THE CERTIFICATE OF QUALITY FINALLY ISSUED BY CEYPETCO REFINERY LABORATORY.
- 2.9.2.3. TWO SETS OF SHIP TANK SAMPLES WITH ADEQUATE QUANTITIES MURBAN CRUDE OIL SHALL BE SEPARATELY DRAWN FROM THE SHIP'S EACH TANK ACCORDING TO ASTM STANDARD METHOD OF SAMPLING BY A MUTUALLY AGREED INDEPENDENT INSPECTOR AT DISCHARGE PORT WITNESSED BY CEYPETCO/CPSTL REPRESENTATIVES AND A REPRESENTATIVE IF NOMINATED BY THE SUCCESSFUL SUPPLIER/CEYPETCO. BOTH SETS OF SAMPLES SHALL BE PROPERLY SEALED AND AUTHENTICATED BY THE INDEPENDENT INSPECTOR, VESSEL'S MASTER OR REPRESENTATIVE OF THE MASTER AND THE CEYPETCO/CPSTL REPRESENTATIVES AND REPRESENTATIVE IF NOMINATED BY THE SUCCESSFUL SUPPLIER/BIDDER.

FIRST COMPOSITE SAMPLE TO BE PREPARED AT CEYPETCO REFINERY LABORATORY FOR MURBAN CRUDE OIL SHALL BE ANALYSED AT THE REFINERY LABORATORY **TO CHECK AND ENSURE KEY PROPERTIES I.E. DENSITY, SULPHUR, RVP AND BS & W** AS SPECIFIED UNDER **SUB CLAUSE 2.9.2.2** WHILE SECOND SET OF TANK SAMPLES FOR MURBAN CRUDE OIL SHALL BE RETAINED UNDER THE CUSTODY OF THE INDEPENDENT INSPECTOR.

IN THE EVENT THE FIRST COMPOSITE SAMPLE DOES NOT MEET THE **KEY PROPERTIES I.E. DENSITY, SULPHUR, RVP AND BS & W**, THE SECOND COMPOSITE SAMPLE WILL BE PREPARED AT CEYPETCO REFINERY LABORATORY USING TANK SAMPLES RETAINED WITH THE INDEPENDENT INSPECTOR, SHALL BE TESTED AT THE REFINERY LABORATORY AS SPECIFIED UNDER **SUB CLAUSE 2.9.2.2** IN THE PRESENCE OF THE MUTUALLY AGREED INDEPENDENT INSPECTOR, REPRESENTATIVES FROM THE CEYPETCO, A REPRESENTATIVE FROM THE SUCCESSFUL SUPPLIER / BIDDER'S CARGO INSURER, TWO REPRESENTATIVES FROM THE SUCCESSFUL SUPPLIER / BIDDER AND ONE REPRESENTATIVE FROM THE PROTECTION AND INDEMNITY INSURANCE (P & I CLUB). ALL REPRESENTATIVES' WITNESS THIS TEST REQUIRED TO BE SIGNED EACH OF THE FULL TEST CERTIFICATE ISSUED BY THE REFINERY LABORATORY WHILE THE SECOND SET OF TANK SAMPLES FOR MURBAN CRUDE OIL SHALL BE RETAINED UNDER THE CUSTODY OF THE INDEPENDENT INSPECTOR.

- 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. IF THE SPECIFICATION OF THE PRODUCT DEVIATED FROM THE CEYPETCO ACCEPTED SPECIFICATIONS, CEYPETCO RESERVES THE RIGHT TO REJECT THE TOTAL CARGO.
- 2.9.2.7. UNDER NO CIRCUMSTANCE FURTHER SAMPLES SHALL BE DRAWN FROM SHIP'S TANKS OTHER THAN THE SAMPLES PROPOSED UNDER **SUB CLAUSE 2.9.2.3**. TO DETERMINE THE QUALITY OF CARGO AT DISCHARGE PORT.
- 2.9.2.8. THE QUALITY CERTIFICATE AT DISCHARGE PORT, COLOMBO SHALL BE ISSUED BY THE INDEPENDENT INSPECTOR BASED ON THE TEST REPORT OF REFINERY LABORATORY.
- 2.9.2.9. DISCHARGE OF THE VESSEL SHALL COMMENCE ONLY AFTER THE QUALITY CERTIFICATE IS ISSUED BY THE INDEPENDENT INSPECTOR AND ACCEPTED BY CEYPETCO.
- 2.9.2.10. THE QUANTITY OF PRODUCT AT THE DISCHARGE PORT COLOMBO WILL BE DETERMINED BY AN INDEPENDENT INSPECTOR (ITS CALEB BRETT / GEO-CHEM/ SBC ASIA – SAYBOLT / BUREAU VERITAS/ TANKOIL LANKA (PVT) LTD) / AMSPEC AT COLOMBO. SUCH DETERMINATIONS SHALL BE REPORTED ON THE CERTIFICATE OF QUANTITY.
- 2.9.2.11. **QUANTITIES MENTIONED IN THE OUT-TURN QUANTITY CERTIFICATE ISSUED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT COLOMBO UNDER THEIR LETTERHEAD SHALL BE BINDING ON BOTH PARTIES.**
- 2.9.2.12. 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'S / BIDDER.

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

2.10.1. SUCCESSFUL SUPPLIER/BIDDER SHALL PROVIDE CEYPETCO WITH COPIES OF FOLLOWING DOCUMENTS AFTER SHIPMENT TO PROVE THAT THE CARGO IS LOADED WITH MURBAN CRUDE OIL-

2.10.1.1. CERTIFICATE OF QUALITY ISSUED BY ADNOC/ADCO.

2.10.1.2. CERTIFICATE OF ORIGIN ISSUED BY ADNOC/ADCO CONFIRMING THAT THE CRUDE OIL SHIPPED ON VESSEL IS DERIVED FROM THE CURRENT PRODUCTION OF THE MURBAN CRUDE OIL FIELD.

IF THE SELLER FAILS TO PROVIDE THE COPIES OF DOCUMENTS AS ABOVE, CEYPETCO RESERVES THE RIGHT TO REJECT THE CONSIGNMENT ON BOARD THE VESSEL.

2.10.2. IF THE QUALITY OF THE PRODUCT AT THE DISCHARGE PORT DOES NOT MEET/COMPLY WITH THE **KEY PROPERTIES I.E. DENSITY, SULPHUR, RVP AND BS & W** WITH RESPECT TO ANY OF THE PARAMETERS INDICATED THEREIN, SUBJECT TO **CLAUSE 2.9.2**. CEYPETCO RESERVES THE RIGHT TO REJECT THE FULL CONSIGNMENT ON BOARD THE VESSEL.

2.10.3. IN SUCH A CASE THE SELLER IS OBLIGED TO PROVIDE A REPLACEMENT CARGO AT THE REQUEST OF THE BUYER WITHOUT ANY ADDITIONAL COST TO THE BUYER WITHIN THE TIME SPECIFIED BY THE BUYER SUBJECT TO PAYMENT OF **ZERO POINT TWO FIVE PERCENT (0.25%)** OF THE DAP "VALUE OF THE REJECTED CARGO" PER DAY FOR THE PERIOD COMMENCING FROM THE DATE OF REJECTION OF THE CARGO UNTIL THE REPLACEMENT CARGO IS DELIVERED AT COLOMBO (I.E. UP TO THE NOR TENDERED TIME) DURING THE NEW LAYCAN SUBJECT TO THE MAXIMUM OF TWENTY (20) DAYS. VALUE OF THE REJECTED CARGO SHALL BE DETERMINED, BASED ON THE QUANTITY, THE DELIVERY MONTH OF THE REJECTED CARGO AND AS PER THE **CLAUSE 2.12 PRICE / PAYMENT**. DETERMINATION OF THE NEW LAYCAN WILL BE AT THE DISCRETION OF THE BUYER. HOWEVER, THE BUYER SHALL NOT UNREASONABLY DELAY THE ALLOCATION OF THE ALTERNATIVE DELIVERY LAYCAN.

2.10.4. 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.

2.10.5. 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.

2.10.6. THE PRICING OF THE REPLACEMENT CARGO SHALL BE DETERMINED AS PER THE PRICE OF THE MONTH BELONGS TO THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN OF THE **REPLACEMENT 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 "PRICE / PAYMENT"**.

2.10.7. IN THE EVENT, FAILURE BY THE SUCCESSFUL BIDDER/SUPPLIER TO PROVIDE A REPLACEMENT CARGO, CEYPETCO RESERVES THE RIGHT TO TERMINATE THE CONTRACT AND TO FORFEIT THE PERFORMANCE SECURITY GUARANTEE.

2.10.8. FOR THE REPLACEMENT CARGO, THE SAME TERMS AND CONDITIONS OF THIS PROCUREMENT SHALL BE APPLICABLE IN ALL ASPECTS INCLUDING QUALITY, DELIVERY AND RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO.

- 2.10.9. IN THE EVENT THE BUYER DECIDING, AT ITS SOLE DISCRETION, NOT TO REQUEST A REPLACEMENT CARGO FOR MURBAN CRUDE OIL, A RECOVERY OF DAMAGES OR LOSSES FOR THE BUYER WHICH AMOUNTS TO **ONE POINT FIVE PERCENT (1.5%)** OF DAP COLOMBO VALUE OF SUCH REJECTED CARGO SHALL BE CLAIMED AND THE SELLER MAY SETTLE SUCH AMOUNTS DIRECTLY TO THE BUYER.

IN THE EVENT, THE SELLER DOES NOT AGREE TO SETTLE A RECOVERY OF DAMAGES OR LOSSES DIRECTLY TO THE BUYER AS CLAIMED BY THE BUYER, IT SHALL BE CONSIDERED AS THE NON-PERFORMANCE OF THE CONTRACT. MOREOVER, THE BUYER SHALL RESERVE THE RIGHT TO RECOVER SUCH DAMAGES OR LOSSES FOR THE BUYER SO ACCUMULATED FROM THE PERFORMANCE SECURITY GUARANTEE AT THE END OF THE CONTRACT.

2.11. OUT-TURN LOSS

IN THE EVENT THAT THE OUT-TURN LOSS (OUT-TURN QUANTITY VS. B/L QUANTITY) IS **BEYOND 0.3%** AND/OR THERE IS ANY FREE FLOWING PRODUCT LEFT ON BOARD AS REPORTED AND CERTIFIED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT, THE SUPPLIER SHALL DEDUCT THE EXCESS LOSS AND/OR FREE FLOWING PRODUCT LEFT ON BOARD FROM THE BILL OF LADING QUANTITY FOR INVOICE PURPOSES.

2.12. PRICE / PAYMENT

DAP COLOMBO PRICE FOR MURBAN CRUDE OIL SHALL BE CALCULATED AS FOLLOWS;

PRICE OFFERED FOR MURBAN CRUDE OIL IN U.S. DOLLARS PER BARREL ON **DAP COLOMBO BASIS (INCOTERMS 2010)** SHALL BE "MURBAN ADNOC" FOB PRICE PER NET US BARREL CHARGED BY ABU DHABI NATIONAL OIL COMPANY ("ADNOC") TO TERM CUSTOMERS (I.E. GOVERNMENT SELLING PRICE) FOR LIFTINGS OF MURBAN CRUDE OIL LIFTED BY THEM OVER THE MONTH BELONGS TO THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN, PLUS A FIXED PREMIUM/DISCOUNT.

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

PAYMENT

2.12.1. OPTION 01- PAYMENT PRIOR TO THE DATE OF QUANTITY DRAWN (100%-EX-STORAGE MODALITY)

- 2.12.1.1. PAYMENT WILL BE MADE PRIOR TO THE DATE OF QUANTITY DRAWN, BY TELEGRAPHIC TRANSFER (TT) THROUGH BANK OF CEYLON, COLOMBO. ALL BANK CHARGES OUTSIDE SRI LANKA, IF ANY, WILL BE TO THE ACCOUNT OF THE SUCCESSFUL SUPPLIER/BIDDER.
- 2.12.1.2. TELEGRAPHIC TRANSFER (TT) TO BE MADE BY THE CEYPETCO THROUGH ITS BANKER BANK OF CEYLON, COLOMBO BASED ON THE TERMS AND CONDITIONS ACCEPTABLE TO BOTH SUCCESSFUL SUPPLIER/BIDDER AND CEYPETCO.
- 2.12.1.3. 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 PROCUREMENT AND SHALL BE RESPONSIBLE TO TRACE AND VERIFY THE RECEIPT OF THE PAYMENT THROUGH THEIR CORRESPONDING BANK.
- 2.12.1.4. 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.

2.12.1.5. 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.

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

2.12.1.6.1. MANUALLY SIGNED ORIGINAL COMMERCIAL INVOICE BASED ON THE NET **B/L** QUANTITY IN U.S. BARREL @ 60 °F (IN AIR).

2.12.1.6.2. 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 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.

2.12.1.6.3. ORIGINAL CERTIFICATES OF QUANTITY AND QUALITY AT LOAD PORT ISSUED BY THE ABU DHABI NATIONAL OIL COMPANY (ADNOC)/ABU DHABI COMPANY FOR ONSHORE PETROLEUM OPERATIONS LTD. (ADCO), U.A.E. IN THE EVENT OF ABSENCE OF THE ORIGINAL CERTIFICATES OF QUANTITY AND QUALITY AT LOAD PORT ISSUED BY THE ABU DHABI NATIONAL OIL COMPANY (ADNOC)/ABU DHABI COMPANY FOR ONSHORE PETROLEUM OPERATIONS LTD. (ADCO), U.A.E., COPIES OF THE ORIGINAL CERTIFICATES CAN BE ACCEPTED AFTER AUTHENTICATED BY THE SUPPLIER.

2.12.1.6.4. MANUALLY SIGNED CERTIFICATE OF QUANTITY AT LOAD PORT ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR.

2.12.1.6.5. ORIGINAL CERTIFICATE OF U.A.E. ORIGIN ISSUED BY THE ABU DHABI NATIONAL OIL COMPANY (ADNOC)/ABU DHABI COMPANY FOR ONSHORE PETROLEUM OPERATIONS LTD. (ADCO), U.A.E. IN THE EVENT OF ABSENCE OF THE ORIGINAL CERTIFICATE, COPY OF THE ORIGINAL CERTIFICATE CAN BE ACCEPTED AFTER AUTHENTICATED BY THE SUPPLIER.

2.12.1.6.6. MANUALLY SIGNED CERTIFICATE OF SHIP ARRIVAL QUANTITY AT DISCHARGE PORT, COLOMBO ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR..

2.12.1.6.7. MANUALLY SIGNED CERTIFICATE OF OUTTURN QUANTITY AT DISCHARGE PORT, COLOMBO ISSUED BY THE INDEPENDENT INSPECTOR.

2.12.1.7. THE FINAL TOTAL PAYMENT ENTITLED TO THE SUCCESSFUL SELLER/ BIDDER SHALL BE LIMITED TO THE VALUE IN UNITED STATES DOLLARS (USD) BASED ON CORRESPONDING INVOICING QUANTITY. INVOICING QUANTITY WILL BE LIMITED TO THE B/L QUANTITY.

IN THE EVENT THAT THE OUT-TURN LOSS (OUT-TURN QUANTITY VS. B/L QUANTITY) IS BEYOND 0.3% AND/OR THERE IS ANY FREE FLOWING PRODUCT LEFT ON BOARD AS REPORTED AND CERTIFIED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT, THE SUPPLIER SHALL DEDUCT THE EXCESS LOSS AND/OR FREE FLOWING PRODUCT LEFT ON BOARD FROM THE BILL OF LADING QUANTITY FOR INVOICE PURPOSES.

IN THE EVENT WHERE OUT-TURN LOSS BEYOND 0.3% IS TECHNICALLY PROVED DUE TO CEYPETCO'S DISCHARGING PIPELINES LEAKAGE, CAUSING AN OUT-TURN LOSS. SUCH OUT-TURN LOSS SHALL NOT BE DEDUCTED FROM THE INVOICE QUANTITY FOR INVOICING PURPOSES.

- 2.12.1.8. UNDER THE EX-STORAGE MODALITY TOTAL CARGO QUANTITY SHALL BE WITHDRAWN WITHIN 30 DAYS FROM FIRST DAY OF THE TWO DAY DELIVERY LAYCAN [FIRST DAY OF THE TWO DAY DELIVERY LAYCAN [FIRST DAY OF THE TWO DAY DELIVERY LAYCAN TO COUNT AS DAY ZERO (0)].

2.12.1.9. 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 QUANTITY INDICATED IN THE B/L.

2.12.2. OPTION 02- 30 DAYS CREDIT L/C OPENED THROUGH BOC (BANK OF CEYLON)

- 2.12.2.1. PAYMENT WILL BE MADE THIRTY (30) DAYS AFTER THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN [FIRST DAY OF THE TWO DAY DELIVERY LAYCAN 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 BASED ON THE FORMAT GIVEN IN **ANNEX-'H'**. ALL BANK CHARGES OUTSIDE 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.
- 2.12.2.2. THE LETTER OF CREDIT (L/C) TO BE ESTABLISHED BY THE CEYPETCO THROUGH BANK OF CEYLON BASED ON THE TERMS AND CONDITIONS ACCEPTABLE TO BOTH SUCCESSFUL SUPPLIER/BIDDER AND CEYPETCO, AT LEAST TWELVE (12) CALENDAR DAYS PRIOR TO THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN AT COLOMBO.
- 2.12.2.3. THE SUPPLIER SHALL BE RESPONSIBLE TO SEND ALL REQUIRED DETAILS INCLUDING PERFORMA INVOICE FOR THE ESTABLISHMENT OF THE L/C BY CEYPETCO WITHIN THREE (03) WORKING DAYS AFTER RECEIPT OF THE NOMINATION OF THE CARGO UNDER THIS CONTRACT AND SHALL BE RESPONSIBLE TO TRACE AND VERIFY THE RECEIPT OF THE L/C THROUGH THEIR CORRESPONDING BANK.
- 2.12.2.4. 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.
- 2.12.2.5. 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.

- 2.12.2.6. THE "LATEST DATE OF SHIPMENT" IN THE L/C SHALL BE DETERMINE BY CEYPETCO BASED ON THE ESTIMATED AVERAGE SAILING TIME FROM THE LOAD PORT UP TO THE PORT OF COLOMBO DURING THE AGREED DELIVERY LAYCAN. ANY SUBSEQUENT CHANGES PROPOSED FOR THE "LATEST DATE OF SHIPMENT" BY THE SUPPLIER TO THE L/C SHALL BE SUBJECTED TO "CLAIMS, DISPUTES AND RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO BY LATE DELIVERY AND DELIVERY OF LESSER QUANTITY THAN AGREED" AS PER THE CLAUSE 2.16 OF THIS PROCUREMENT DOCUMENT.
- 2.12.2.7. L/C ESTABLISHED BY CEYPETCO WILL CALL FOR THE FOLLOWING ORIGINAL DOCUMENTS.
- 2.12.2.7.1. MANUALLY SIGNED ORIGINAL COMMERCIAL INVOICE BASED ON THE NET **B/L** QUANTITY IN U.S. BARREL @ 60 °F (IN AIR).
- 2.12.2.7.2. FULL SET OF 3/3 ORIGINAL 'CLEAN ON BOARD' BILL OF LADING ISSUED OR ENDORSED TO THE ORDER OF BANK OF CEYLON BANK, COLOMBO AND NOTIFY 'CEYLON PETROLEUM CORPORATION' AND SHOWING FREIGHT PAYABLE AS PER 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.
- 2.12.2.7.3. ORIGINAL CERTIFICATE OF QUANTITY AND QUALITY AT LOAD PORT ISSUED BY THE ABU DHABI NATIONAL OIL COMPANY (ADNOC) / ABU DHABI COMPANY FOR ONSHORE PETROLEUM OPERATIONS LTD. (ADCO), U.A.E. IN THE EVENT OF ABSENCE OF THE ORIGINAL CERTIFICATES OF QUANTITY AND QUALITY AT LOAD PORT ISSUED BY THE ABU DHABI NATIONAL OIL COMPANY (ADNOC)/ABU DHABI COMPANY FOR ONSHORE PETROLEUM OPERATIONS LTD. (ADCO), U.A.E., COPIES OF THE ORIGINAL CERTIFICATES CAN BE ACCEPTED AFTER AUTHENTICATED BY THE SUPPLIER.
- 2.12.2.7.4. MANUALLY SIGNED ORIGINAL CERTIFICATE OF QUANTITY AT LOAD PORT ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR.
- 2.12.2.7.5. ORIGINAL CERTIFICATE OF U.A.E. ORIGIN ISSUED BY THE ABU DHABI NATIONAL OIL COMPANY (ADNOC) / ABU DHABI COMPANY FOR ONSHORE PETROLEUM OPERATIONS LTD. (ADCO), U.A.E. IN THE EVENT OF ABSENCE OF THE ORIGINAL CERTIFICATE, COPY OF THE ORIGINAL CERTIFICATE CAN BE ACCEPTED AFTER AUTHENTICATED BY THE SUPPLIER.
- 2.12.2.7.6. MANUALLY SIGNED ORIGINAL CERTIFICATE OF SHIP ARRIVAL QUANTITY AT DISCHARGE PORT, COLOMBO ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR.
- 2.12.2.7.7. MANUALLY SIGNED ORIGINAL CERTIFICATE OF OUT-TURN QUANTITY AT DISCHARGE PORT, COLOMBO ISSUED BY THE INDEPENDENT INSPECTOR.
- 2.12.2.7.8. THE NEGOTIATION OF LETTER OF CREDIT 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 AS MENTIONED UNDER CLAUSE 2.12.2.7.1.
 - ii. PRESENTATION OF SHIP ARRIVAL QUANTITY REPORT ISSUED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT, COLOMBO AS MENTIONED UNDER CLAUSE 2.12.2.7.6.

- iii. PRESENTATION OF OUTTURN QUANTITY REPORT ISSUED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT, COLOMBO AS MENTIONED UNDER CLAUSE 2.12.2.7.7.
- iv. OBTAINING PRIOR APPROVAL OF CEYPETCO FOR SUCH LOI FORMAT.

2.12.2.7.9. THE FINAL TOTAL PAYMENT ENTITLED TO THE SUCCESSFUL SELLER/ BIDDER SHALL BE LIMITED TO THE VALUE IN UNITED STATES DOLLARS (USD) BASED ON CORRESPONDING INVOICING QUANTITY. INVOICING QUANTITY WILL BE LIMITED TO THE QUANTITY IN THE B/L.

IN THE EVENT THAT THE OUT-TURN LOSS (OUT-TURN QUANTITY VS. B/L QUANTITY) IS BEYOND 0.3% AND/OR THERE IS ANY FREE FLOWING PRODUCT LEFT ON BOARD AS REPORTED AND CERTIFIED BY THE INDEPENDENT INSPECTOR AT DISCHARGE PORT, THE SUPPLIER SHALL DEDUCT THE EXCESS LOSS AND/OR FREE FLOWING PRODUCT LEFT ON BOARD FROM THE BILL OF LADING QUANTITY FOR INVOICE PURPOSES.

IN THE EVENT WHERE OUT-TURN LOSS BEYOND 0.3% IS TECHNICALLY PROVED DUE TO CEYPETCO'S DISCHARGING PIPELINES LEAKAGE, CAUSING AN OUT-TURN LOSS. SUCH OUT-TURN LOSS SHALL NOT BE DEDUCTED FROM THE INVOICE QUANTITY FOR INVOICING PURPOSES.

2.13. PCA3 FORM, AGENT, REPRESENTATIVE OR NOMINEE FOR OR ON BEHALF OF ANY BIDDER & LOCAL AGENCY COMMISSION

2.13.1. IT IS REQUIRED TO SUBMIT THE REGISTRATION CERTIFICATE 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 AS FOLLOWS,

2.13.1.1. ANY PERSON WHO ACTS AS AN AGENT OR SUB-AGENT, REPRESENTATIVE OR NOMINEE FOR OR ON BEHALF OF ANY BIDDER, SHALL REGISTER HIMSELF AND SUCH PUBLIC CONTRACT IN ACCORDANCE WITH SECTION 10 AND SHALL FURNISH TO THE REGISTRAR THE PARTICULARS REQUIRED TO BE FURNISHED UNDER SECTION 6.OF PUBLIC CONTRACT ACT NO. 3 OF 1987.

2.13.1.2. WHERE ANY PERSON IS AN AGENT, SUB-AGENT, REPRESENTATIVE OR NOMINEE FOR OR ON BEHALF OF A BIDDER HE SHALL FIRST PRODUCE A CERTIFICATE OF HIS APPOINTMENT AS AGENT, SUB-AGENT, REPRESENTATIVE OR NOMINEE TO THE REGISTRAR BEFORE HE REGISTERS HIMSELF AND THE PUBLIC CONTRACT UNDER THIS SECTION. FOR MORE DETAILS PLEASE VISIT www.drc.gov.lk.

2.13.2. 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.

2.14. TITLE AND RISK

TITLE AND RISK/PROPERTY OF THE PRODUCTS SUPPLIED UNDER THE TERMS OF THIS PROCUREMENT 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.

2.15. PERFORMANCE SECURITY GUARANTEE

- 2.15.1. THE SUCCESSFUL SUPPLIER/BIDDER **INCLUDING RECOGNIZED GOVERNMENT OWNED INSTITUTIONS / SUBSIDIARIES AND OIL MAJORS**, ON BEING NOTIFIED BY THE CEYPETCO OF THE ACCEPTANCE OF HIS BID, SHALL FURNISH AT HIS OWN EXPENSE A PERFORMANCE SECURITY GUARANTEE WITHIN FOURTEEN (14) DAYS OF SUCH NOTIFICATION, 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 IN **UNITED STATES DOLLARS ONE MILLION (USD 1,000,000/=)**.
- 2.15.2. THE PERFORMANCE SECURITY GUARANTEE SHOULD BE VALID FOR **NINETY (90) DAYS (I.E. UP TO 28TH SEPTEMBER 2027)** BEYOND THE SCHEDULED CONTRACT COMPLETION DATE.
- 2.15.3. THE SUCCESSFUL SUPPLIER/BIDDER SHOULD STRICTLY ADHERE TO **THE FORMAT OF PERFORMANCE SECURITY GUARANTEE WHICH IS ANNEXED HERETO AS ANNEX - 'D'**.
- 2.15.4. **THE SUCCESSFUL SUPPLIER/BIDDER SHOULD ENSURE AND CLEARLY INDICATE IN THEIR OFFER THAT A PERFORMANCE SECURITY GUARANTEE WILL BE PROVIDED UPON THE AWARD. FAILURE TO COMPLY THIS REQUIREMENT SHALL BE CONSIDERED AS A MAJOR DEVIATION RESULTING TO AWARD BEING CANCELLED WHILE THE BID SECURITY GUARANTEE BEING FORFEITED.**
- 2.15.5. IF THE SUCCESSFUL SUPPLIER/ BIDDER FAILS TO FURNISH THE PERFORMANCE SECURITY GUARANTEE AS AFORESAID, THE SUCCESSFUL SUPPLIER'S NAME COMPELLED 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 PROCUREMENT.
- 2.15.6. THE SUCCESSFUL SUPPLIER/BIDDER, IN THE EVENT OF THE SUCCESSFUL SUPPLIER'S/ BIDDER'S FAILURE TO FURNISH THE PERFORMANCE SECURITY GUARANTEE AS REQUIRED UNDER THIS PROCUREMENT 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.

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

- 2.16.1. 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.
- 2.16.2. 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.
- 2.16.3. THE VENUE OF ARBITRATION SHALL BE COLOMBO, SRI LANKA.
- 2.16.4. THE ARBITRATION SHALL FOLLOW UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW (**UNCITRAL**) PROCEDURES.
- 2.16.5. THIS PROCUREMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE **LAWS OF SRI LANKA** EXCLUDING ANY CONFLICT OF LAWS AND RULES.

- 2.16.6. ARBITRATION SHALL BE A CONDITION PRECEDENT TO THE INSTITUTION OF ANY LEGAL ACTION BY EITHER PARTY AGAINST THE OTHER.
- 2.16.7. 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 AFTER 2400 HRS. OF THE LAST DAY OF THE TWO DAY DELIVERY LAYCAN UNTIL VESSEL TENDER NOR AT DISCHARGE PORT AT COLOMBO. IF THE DELAY EXCEEDS SIX DAYS AFTER THE LAST DATE OF THE AGREED DELIVERY LAYCAN WITHOUT OBTAINING PRIOR APPROVAL, CEYPETCO WILL RESERVE THE RIGHT TO TERMINATE THE CONTRACT.
- 2.16.8. THE SUCCESSFUL SUPPLIER/ BIDDER IS FULLY RESPONSIBLE TO DELIVER THE AGREED QUANTITY OF CARGO UNDER EACH SHIPMENT. IN THE EVENT OF FAILURE TO DELIVER THE AGREED QUANTITY BELOW MINUS FIVE PERCENT (-5%) (CONTRACTUAL QUANTITY VS. B/L QUANTITY) AS PER IN **ANNEX – ‘B’**, THE SUCCESSFUL SUPPLIER/ BIDDER WILL BE HELD LIABLE FOR THE PAYMENT OF DAMAGES OR LOSSES TO CEYPETCO **AT THE RATE OF USD 10,000 PER EACH 1,000 MT OF SHORT LOADED QUANTITY OR PART THEREOF ON PRO-RATA BASIS.**
- 2.16.9. 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 SEPARATELY ON OR BEFORE THE DUE DATE OF THE FINAL PAYMENT FOR THE CARGO. IN FAILURE OF SUCH SETTLEMENT ON OR BEFORE THE PAYMENT DUE DATE, THE SUCCESSFUL SUPPLIER/BIDDER SHALL AGREE TO DEDUCT THE PENALTY AMOUNT FROM THE FINAL PAYMENT AND THE SAME SHALL BE COMMUNICATED IN WRITING BEFORE THE FINAL PAYMENT DUE DATE.
- 2.16.10. 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.
- 2.16.11. 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.

2.17. AWARD OF THE PROCUREMENT

- 2.17.1. CEYPETCO RESERVES TO ITSELF THE RIGHT TO CANCEL THE PROCUREMENT OR TO REJECT ANY PART OF THE PROCUREMENT OR REJECT THE PROCUREMENT WITHOUT ASSIGNING ANY REASON WHATSOEVER. IN SUCH AN EVENT CEYPETCO SHALL NOT BE LIABLE TO ANY COMPENSATION OR DAMAGES ARISING THEREFROM.
- 2.17.2. IF DEEMED NECESSARY, SHLPC RESERVES THE RIGHT TO CONDUCT DUE DILIGENCE ON ANY SELECTED BIDDER.

- 2.17.3. WHERE THE PROCUREMENT 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.
- 2.17.4. THE SUCCESSFUL SUPPLIER/BIDDER, ON 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 PROCUREMENT.

2.18. LAYTIME FOR DISCHARGE AT SPBM 1 COLOMBO

LAYTIME FOR DISCHARGE AT SPBM 1 COLOMBO SHALL BE **72 HRS** AND THE COMMENCEMENT OF LAYTIME SHALL BE DETERMINED IN THE FOLLOWING MANNER.

- 2.18.1. NOTICE OF READINESS (**NOR**) **SHOULD BE TENDERED BETWEEN 0600 HRS AND 1500 HRS** DURING TWO DAY DELIVERY LAYCAN AGREED UPON.
- 2.18.2. 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.
- 2.18.3. 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.
- 2.18.4. 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.
- 2.18.5. 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 06 HRS THEREAFTER OR AT THE TIME OF MOORING, WHICHEVER IS EARLIER.
- 2.18.6. 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.
- 2.18.7. 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.
- 2.18.8. ANY DELAYS IN BERTHING 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 HRS IN ADVANCE TO THE COMMERCIAL MANAGER, CEYLON PETROLEUM CORPORATION TEL NOS. +94-11-7296115 E-MAIL: mgr.commercial@ceypetco.gov.lk, sanjeewa.m@ceypetco.gov.lk, Lahiru.d@ceypetco.gov.lk THE MANAGER (SHIPPING), CEYLON PETROLEUM CORPORATION TEL NO. +94-11-7296300 E-MAIL: mgr.mgr.shipping@ceypetco.gov.lk, ACTG DGM (TS&CA), CEYLON PETROLEUM CORPORATION E-MAIL: dgm.ts@ceypetco.gov.lk, ACTG REFINERY MANAGER, CEYLON PETROLEUM CORPORATION TEL NO. +94-11-5668490 FAX NO. +94-11-2400436 E-MAIL: refinery.manager@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 E-MAIL: bopearachchi@gmail.com, 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 SPBM 1 COLOMBO

VESSEL NOMINATED

2.20.1.1. 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.

- 2.20.1.2. 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.

2.20.1.3. MANIFOLD

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

2.20.1.4. DETAILS OF DERRICK AT MANIFOLD LOCATION

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

2.20.1.5. **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

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

2.20.1.7. 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.

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

2.20.1.9. 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.

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

2.20.1.11. 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.

2.20.1.12. MOORING MASTERS SHOULD HAVE FREE ACCESS TO NAVIGATIONAL CHARTS AND EQUIPMENTS REQUIRED FOR MOORING OPERATION.

2.20.1.13. WHEEL HOUSE TO BE KEPT OPEN THROUGHOUT THE PERIOD THE TANKER MADE FAST TO THE BUOY.

2.20.1.14. A FORE-CASTLE WATCHMAN TO BE MADE AVAILABLE BY THE TANKER THROUGHOUT THE PERIOD THE TANKER MADE FAST TO THE BUOY.

2.20.1.15. ALL TOOLS REQUIRED FOR CONNECTION/DISCONNECTION OF CARGO HOSE TO BE SUPPLIED BY THE TANKER.

2.20.1.16. 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.

2.20.1.17. TANKER'S MAIN ENGINE SHOULD BE KEPT READY THROUGHOUT THE PERIOD OF STAY AT THE BUOY FOR MANOEUVRING PROMPTLY ON NOTICE.

2.20.1.18. **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.

2.20.1.19. 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.

2.20.1.20. 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)

2.20.1.21. PROPER ACCOMMODATION ON OFFICERS DECK SHOULD BE ARRANGED FOR THE MOORING MASTERS, LOADING MASTERS AND INDEPENDENT INSPECTORS.

2.20.1.22. MEALS FOR MOORING MASTERS, LOADING MASTERS AND INDEPENDENT INSPECTORS SHOULD BE SERVED IN OFFICERS' DINING SALOON AT THE OWNERS EXPENSE.

2.20.1.23. 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.

2.20.1.24. CRUDE OIL WASHING

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

2.21. 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 WITHOUT PROVIDING A LETTER OF INDEMNITY (LOI) BY CEYPETCO..

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.

2.22. DEMURRAGE

- 2.22.1. ALL CLAIMS FOR DEMURRAGE SHALL BE ACCOMPANIED BY THE RESPECTIVE CHARTER PARTY / DULY AUTHENTICATED FIXTURE RECAP/NOTES. CEYPETCO SHALL NOT BE BOUND BY THE TERMS AND CONDITIONS OF THE CHARTER PARTY / DULY AUTHENTICATED FIXTURE RECAP/NOTES EXCEPT TO THE EXTENT SUCH TERMS AND CONDITIONS HAVE BEEN COMMUNICATED TO CEYPETCO AND EXPRESSLY AGREED TO BY CEYPETCO IN WRITING.
- 2.22.2. IN CASE OF VESSEL ARRIVING OUTSIDE LAYCAN AGREED UPON, LAYTIME TO START COUNTING FROM THE TIME OF BERTHING AS PER THE **CLAUSE 2.18**.
- 2.22.3. IF THE TOTAL LAYTIME TO COMPLETE THE ENTIRE CARGO DISCHARGE EXCEEDS THE LAYTIME ALLOWED AS PER THE **CLAUSE 2.18**. CEYPETCO WILL BE LIABLE TO PAY THE DEMURRAGE TO THE SUCCESSFUL SUPPLIER/BIDDER.
- 2.22.4. 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 UN-BERTHED (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'S/BIDDER'S 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'S/ BIDDER'S 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 **CLAUSE 2.16. (CLAIMS, DISPUTES AND RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO BY LATE DELIVERY AND DELIVERY OF LESSER QUANTITY THAN AGREED)**.

MOREOVER THE CEYPETCO RESERVES THE RIGHT TO BERTH THE VESSEL ONLY ON SPBM 1 AVAILABILITY BASIS AND BASED ON THE REQUIREMENT FOR MURBAN CRUDE OIL IN THE REFINERY. FURTHERMORE **CEYPETCO SHALL NOT BE RESPONSIBLE FOR ANY DEMURRAGES INCURRED BY THE SUPPLIER'S VESSEL ARRIVING OUTSIDE THE CONTRACTUAL LAYCAN**. CEYPETCO SHALL TAKE EVERY ENDEAVOUR TO MINIMIZE THE OVERALL COMMERCIAL LOSS TO ALL PARTIES.

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 1, COLOMBO WILL BE FACILITATED GIVING PRIORITY FOR THE SUBSEQUENT VESSELS ARRIVING ON SCHEDULE.

2.22.5. DEMURRAGE RATE OF THE NOMINATED VESSEL SHALL BE DECLARED BY THE SUCCESSFUL SUPPLIER / BIDDER AT THE TIME OF VESSEL NOMINATION FOR THE CARGO.

2.22.6. AFTER ACCEPTANCE OF THE NOMINATED VESSEL BY CEYPETCO, A CERTIFIED COPY OF THE APPLICABLE CHARTER PARTY OR DULY AUTHENTICATED FIXTURE NOTES INCLUDING THE RATE OF DEMURRAGE SHALL BE SUBMITTED BY THE SUCCESSFUL SUPPLIER/ BIDDER TO THE CEYPETCO.

2.23. 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 APPLICABLE TO ORIGINAL TWO DAY DELIVERY LAYCAN AS PER CLAUSE 2.12 "PRICE/PAYMENT" OF THE PROCUREMENT DOCUMENT.

2.24. OTHER REQUIREMENTS

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

2.25. SUBMISSION OF BIDS

2.25.1. 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;

2.25.1.1. FORM OF BID (ANNEX – 'E') DULY FILLED, COMPLETED AND SIGNED BY THE AUTHORIZED PERSON INDICATING NAME OF AUTHORIZED PERSON WITH THE OFFICIAL SEAL OF THE BIDDER

2.25.1.2. ALL DOCUMENTS SPECIFIED UNDER CLAUSE 2.7. 'SOURCE OF SUPPLY' ALONG WITH THE BID.

2.25.1.3. SLIP OF THE CASH DEPOSIT / BID SECURITY GUARANTEE (ANNEX – 'A', SPECIMEN FORM ATTACHED).

2.25.1.4. A BOARD RESOLUTION / POWER OF ATTORNEY AUTHORIZING THE PERSON WHO SIGNS THE BID INDICATING NAME OF THE AUTHORIZED PERSON AND SIGNATURE OF THE AUTHORIZED PERSON OR ADOCUMENTED DECISION OF THE PARTNERS IN A PARTNERSHIP AS THE CASE MAY BE. THE AUTHORIZATION SHALL BE FOR THE PARTICULAR BID OR FOR A DEFINITE PERIOD COVERING THE DATE OF SIGNING THE BID.

2.25.1.5. A LETTER OF AUTHORIZATION SIGNED BY THE AUTHORIZED PERSON INDICATING NAME OF THE AUTHORIZED PERSON WITH OFFICIAL SEAL OF THE BIDDER ENABLING

THE LOCAL AGENT TO SUBMIT THE BID IN THE EVENT THE BIDS ARE SUBMITTED THROUGH THE LOCAL AGENTS.

2.25.1.6. BIDDER SHALL SUBMIT BID AS PER THE SPECIFIED "FORM OF BID" GIVEN IN ANNEX - 'E' OF THIS PROCUREMENT DOCUMENT AND SHALL DULY FILL THE TABLE UNDER THE HEADING **A. PRODUCT / PRICE** AND STATE THE COMPLIANCE TO THE TERMS & CONDITIONS OF THE PROCUREMENT DOCUMENT LISTED UNDER THE HEADING **B. TERMS & CONDITIONS** THEREIN.

2.25.1.7. PCA 3 FORM FURNISHED UNDER SECTION 6. OF PUBLIC CONTRACT ACT NO. 3 OF 1987

2.25.2. BIDDERS ARE REQUESTED TO INDICATE AUTHORIZED SIGNATURE ON EACH PAGE OF THE BID.

2.25.3. 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: **CR/TERM/CRUDE OIL/MURBAN/2027(A)** ON EACH ENVELOPES. THE ENVELOPES SHALL THEN BE SEALED IN AN OUTER ENVELOPE AND SHALL BE MARKED REF: **CR/TERM/CRUDE OIL/MURBAN/2027(A)**

2.25.4. 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 BID SECURITY GUARANTEE, SHLPC RESERVES THE RIGHT TO REJECT ALL BIDS SUBMITTED BY THE BIDDER.

2.25.5. SUBMISSION OF BIDS BY FAX OR EMAIL IS NOT ENTERTAINED.

2.25.6. BIDDER SHALL CONFIRM THAT BIDDER WILL AGREE TO AND ABIDE BY THE ABOVE REQUIREMENTS/TERMS AND CONDITIONS OF PROCUREMENT.

2.25.7. THE ENVELOPE SEALED AS ABOVE AND 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 DEPOSITED IN THE TENDER BOX THE **TENDER BOX DESIGNATED FOR THIS PROCUREMENT** KEPT AT THE AFORESAID ADDRESS **BEFORE 1300 HRS, SRI LANKA TIME ON 06TH OCTOBER 2026**.

2.26. VALIDITY OF THE BIDS

OFFERS CLOSE AT **1300 HRS, SRI LANKA TIME ON 06TH OCTOBER 2026** AND SHOULD BE HELD VALID FOR **SIXTY (60)** DAYS THEREFROM.

2.27 AGREEMENT

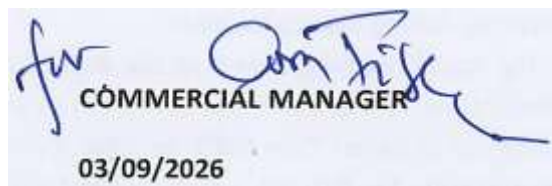
2.27.1 THE SUCCESSFUL SUPPLIER/BIDDER UNDER "**PAYMENT OPTION-01**" AND/OR "**PAYMENT OPTION-02**" WILL HAVE TO SIGN SALES PURCHASE AGREEMENT STRICTLY IN ACCORDANCE WITH THE **ANNEX - 'G-1'** AND THE SUCCESSFUL SUPPLIER/BIDDER UNDER "**PAYMENT OPTION-01**" WILL HAVE TO SIGN EX-STORAGE MODALITY AGREEMENT STRICTLY IN ACCORDANCE WITH THE **ANNEX - 'G-2'**.

2.27.2 BIDDERS ARE REQUESTED TO INDICATE IN THEIR OFFERS THAT THEY ARE IN AGREEMENT WITH THE ABOVE AGREEMENT.

- 2.27.3 IN THE EVENT THERE IS NO INDICATION IN THE OFFER THAT THE BIDDER IS IN AGREEMENT TO ANNEX - 'G-1' and ANNEX - 'G-2' NO CLARIFICATIONS WILL BE MADE AFTER THE BID OPENING AND THEIR OFFER WILL BE REJECTED AS IT IS CONSIDERED TO BE A MAJOR DEVIATION.
- 2.27.4 THE OFFICER WHO SIGNS THE AGREEMENTS (AUTHORIZED OFFICER) SHOULD HAVE PROPER AUTHORITY.
- 2.27.5 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

PLEASE 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.



for *Com. Mgr.*
COMMERCIAL MANAGER
03/09/2026

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]* **eighty eight (88) days from the date of closing of the bid**].

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

PRODUCT	TOTAL CONTRACTUAL QUANTITY
MURBAN CRUDE OIL	2,800,000 BBLS PLUS/MINUS 5 PERCENT (+/- 5%)

NOTE:

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

		Crude	MURBAN			TBP				
		Country	United Arab Emirates			DISTILLATION				
						°C		wt%	vol%	
Density at 15°C, kg/m3	822.4					080		8.09	10.36	460
°API	40.5					090		9.54	12.05	480
Bbl/mt	7.660					100		11.19	13.94	500
Acidity, mg KOH/g	0.05					120		15.06	18.27	520
Sulphur, wt%	0.743					140		19.48	23.11	540
Hydrogen Sulphide, mg/kg	0					160		24.15	28.11	560
Mercaptan Sulphur, mg/kg	56					180		28.80	33.01	580
Viscosity, cSt at 10 °C	6.5					200		33.37	37.77	
50 °C	2.5					220		37.90	42.43	
Pour Point, °C	-9					240		42.34	46.93	
Total Nitrogen, wt%	0.042					260		46.50	51.09	
Wax, wt%	-			wt%	vol%	280		50.32	54.85	
Wax Appearance Temperature, °C	-					300		54.08	58.49	
RVP at 37.8 °C, kPa	39		Ethane	0.00	0.01	320		58.22	62.45	
Water, vol%	-		Propane	0.17	0.28	340		62.69	66.68	
NaCl, mg/kg	-		Iso-Butane	0.19	0.28	360		65.76	69.57	
Nickel, mg/kg	1.6		n-Butane	0.69	0.97	380		68.46	72.10	
Vanadium, mg/kg	2.4					400		71.62	75.04	
Iron, mg/kg	-					420		74.89	78.06	
Mercury, µg/kg	-					440		78.03	80.93	

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, ninety 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, Standing High Level Procurement Committee,
Commercial Function Bid Opening Room, 04th Floor, Ceylon Petroleum Corporation, No. 609,
Dr. Danister De Silva Mawatha,
Colombo 09, Sri Lanka.

Dear Sir,

BIDDING FOR THE SUPPLY OF FOUR (04) CARGOES OF 700,000 BBLs +/-5% EACH OF MURBAN CRUDE OIL FOR DISCHARGE AT SPBM 1 COLOMBO, SRI LANKA.

[PROCUREMENT REF. CR/TERM/CRUDE OIL/MURBAN/2027(A)]

NAME AND ADDRESS OF THE BIDDER :

.....

.....

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 Murban Crude Oil with the specifications and quantity as specified in the Procurement Document.

A. PRODUCT / PRICE

Type of Crude Oil	Country of Origin	Port of Loading	Contractual cargo quantity (BBLs +/- 5%)	Compliance	Contractual cargo quality	Compliance	Premium / Discount on (USD per Bbl)		
							FOB basis	DAP (Colombo) Basis	
								100% EX-STORAGE MODALITY	30 DAYS L/C
Murban Crude Oil	U.A.E.	Jebel Dhanna, U.A.E. / Fujairah, U.A.E.	2,800,000	Comply / Not Comply	Annex – 'C'	Comply / Not Comply			
Local Agent and Local Agency Commission (USD) (if any)									

B. TERMS & CONDITIONS

BID DOCUMENT CLAUSE REFERENCE	COMPLIANCE
1.8. BID SECURITY GUARANTEE (ANNEX – ‘A’)	Comply / Not Comply
2.2. CONTRACTUAL CARGO QUANTITIES	Comply / Not Comply
2.3. DELIVERY	Comply / Not Comply
2.4 IMPORTANT	Comply / Not Comply
2.5 THIRD PARTY CARGO	Comply / Not Comply
2.6. QUALITY	Comply / Not Comply
2.7. SOURCE OF SUPPLY	Comply / Not Comply
2.8 MODE OF LOADING	Comply / Not Comply
2.9.1.INSPECTION AT LOAD PORT	Comply / Not Comply
2.9.2.INSPECTION AT DISCHARGE PORT	Comply / Not Comply
2.10..RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO DUE TO UNACCEPTABLE QUALITY	Comply / Not Comply
2.11.OUT-TURN LOSS	Comply / Not Comply
2.12.PRICE / PAYMENT	Comply / Not Comply
2.12.1. PAYMENT PRIOR TO THE DATE OF QUANTITY DRAWN (100%-EX-STORAGE MODALITY)	Comply / Not Comply
2.12.2. 30 DAYS L/C OPENED THROUGH BOC (BANK OF CEYLON)	Comply / Not Comply
2.12.1.8. INVOICING FOR PAYMENT	Comply / Not Comply
2.13. PCA3 FORM, AGENT, REPRESENTATIVE OR NOMINEE FOR OR ON BEHALF OF ANY BIDDER & LOCAL AGENCY COMMISSION	Comply / Not Comply
2.14. TITLE AND RISK	Comply / Not Comply
2.15. PERFORMANCE SECURITY GUARANTEE (ANNEX – ‘D’)	Comply / Not Comply
2.16. CLAIMS, DISPUTES & RECOVERY OF DAMAGES FOR LOSSES BY CEYPETCO AND DELIVERY OF LESSER QUANTITY THAN AGREED	Comply / Not Comply
2.17.AWARD OF THE PROCUREMENT	Comply / Not Comply
2.18. LAYTIME FOR DISCHARGE AT SPBM 1, COLOMBO	Comply / Not Comply
2.19. NOTICE OF ARRIVAL AT COLOMBO	Comply / Not Comply
2.20. VESSEL REQUIREMENTS	Comply / Not Comply
2.21. LINE FLUSHING AT SPBM 1, COLOMBO	Comply / Not Comply
2.22. DEMURRAGE	Comply / Not Comply
2.23. FORCE MAJEURE	Comply / Not Comply
2.24. OTHER REQUIREMENTS	Comply / Not Comply
2.25. SUBMISSION OF BIDS	Comply / Not Comply
2.25.1.1 SUBMISSION OF “FORM OF BID” GIVEN IN ANNEX – ‘E’	Comply / Not Comply
2.25.1.4. A BOARD RESOLUTION / POWER OF ATTORNEY AUTHORIZING THE PERSON WHO SIGNS THE BID INDICATING NAME OF THE AUTHORIZED PERSON AND SIGNATURE OF THE AUTHORIZED PERSON OR A DOCUMENTED DECISION OF THE PARTNERS IN A PARTNERSHIP AS THE CASE MAY BE.	Comply / Not Comply
2.26. VALIDITY OF THE BIDS	Comply / Not Comply
2.27 AGREEMENT	Comply / Not Comply

AMENDMENT NOTICE(S) [IF ANY]	Comply / Not Comply
------------------------------	---------------------

- 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 hereby attach the Assay to confirm the quality of the Murban Crude Oil to be supplied.
- I/We undertake to deliver the quality/quantity of Murban Crude Oil referred to above.

Yours Faithfully,

Signature of the authorized person :

Name of the authorized person :

Official seal of the Bidder :

Name of the Bidder :

Address :

Telephone No. :

Fax No. :

E-mail :

Date :

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 -2

C: Bank Acceptance rate [i.e. 0.0375% on value (one time) for usance bills for payment Option -2

D: LC Payment Commission

D-1 : Sight - 0.05% on value (one time) for payment Option -2

D-2 : Term – 0.01% on value if settled through USD for payment Option -2

D-3 : 0.05% if settlement through Sri Lanka Rupees for payment Option -2

E: Bank interest – 7.50% P.A..

F: Credit period as declared in below Note 2 & Note 3

NOTE:

1. THE 7.50% P.A. SHALL BE CONSIDERED FOR FIFTEEN (15) DAYS UNDER PAYMENT PRIOR TO THE DATE OF QUANTITY DRAWN – (100% EX-STORAGE MODALITY) – OPTION – 1.
2. THE 7.50% P.A. SHALL BE CONSIDERED FOR THIRTY (30) DAYS UNDER PAYMENT IN THIRTY (30) DAYS LC AFTER THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN - OPTION -2.

**PURCHASE - SALE OF CARGOES OF
MURBAN CRUDE OIL**

REF: CR/TERM/CRUDE OIL/MURBAN/2027(A)

**TERM CONTRACT
01/03/2027 TO 30/06/2027
BETWEEN**

CEYLON PETROLEUM CORPORATION

AND

.....

TERM CONTRACT BETWEEN
CEYLON PETROLEUM CORPORATION AND
.....
FOR THE PURCHASE OF MURBAN CRUDE OIL
REF: CR/TERM/CRUDE OIL/MURBAN/2027(A)

This AGREEMENT is entered into between the CEYLON PETROLEUM CORPORATION a Corporation duly established by an Act of Parliament Act No: 28 of 1961 whose Head Office is at No. 609, Dr. Danister De Silva Mawatha, Colombo – 09 Sri Lanka (hereinafter referred to as the “Buyer”) of the One Part and having its registered office at (hereinafter referred to as the “Seller”) of the Other Part.

WHEREBY it is agreed between the parties hereto as follows:

1. PERIOD OF CONTRACT :

This Agreement shall commence on **01/03/2027** and subject to the provisions hereof shall remain in force for a period of four (04) months ending **30/06/2027**

2. BUYER : Ceylon Petroleum Corporation (CEYPETCO),
No. 609, Dr. Danister De Silva Mawatha,
Colombo – 09,
Sri Lanka.

3. SELLER :
.....
.....

4. SCOPE :

During the period of the Agreement, the Seller shall sell and deliver and the Buyer shall purchase and pay for and take or cause to be taken Murban Crude Oil for delivery at Single Point Buoy Mooring 1 (SPBM 1), Colombo, Sri Lanka for a period of **four (04) months** from **01ST MARCH 2027 TO 30TH JUNE 2027** where not in conflict with the terms contained herein, Incoterms 2010 to apply.

5. QUANTITY :

PRODUCT	QUANTITY TO BE DELIVERED / PURCHASED		NO. OF SHIPMENTS
	TOTAL CONTRACTUAL QUANTITY	PER SHIPMENT QUANTITY	
MURBAN CRUDE OIL	2,800,000 BBLS +/- 5%	700,000 BBLS +/- 5%	04

6. QUALITY :

Quality is made available at ADNOC/ADCO terminal at the time of loading. Seller to provide copy of Certificate of Quantity and Quality issued by ADNOC/ADCO and copy of Certificate of Origin issued by ADNOC/ADCO confirming that the Crude Oil shipped on vessel is derived from the current production of the Murban Crude Oil field.

7. INSPECTION AT LOAD PORT

7.1. The Buyer shall nominate an independent inspector (GEO-CHEM/ITS CALEB BRETT/SBC ASIA – SAYBOLT/SGS/BUREAU VERITAS/CCIC/AMSPEC/ TANKOIL GROUP EGYPT / AMSPEC) acceptable to the Seller to sample, test and certify the quality of Murban Crude Oil as per the procurement specifications and the quantity as per the procurement conditions. They should be present at the time of loading of the cargo to carry out the inspection and to prepare the quality (submit on line sampling test report indicating the four parameters namely “Total Sulphur, Density, RVP and BS&W” also the bidder to submit the Assay of Murban Crude Oil) and quantity certificates and any other documents specified.

7.2. The Buyer 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**.

7.3. It is the responsibility of the Seller to ensure the presence of the independent inspector at the time of loading of the cargo at the load port. The Seller shall cooperate and liaise with the independent inspector to ensure that the inspection is carried out to the satisfaction of the Buyer. Under no circumstances the cargo shall be loaded on to the vessel at the load port without the presence of the independent inspector appointed as per **Sub Clause 7.1.** and the second inspector if nominated by the Buyer as per **Sub Clause 7.2.**

7.4. The Buyer will furnish full particulars of the respective cargo to be purchased to the independent inspector under advice to the Seller. 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 sheet.

Shore tank quality certificate issued by the Seller’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 the email.

7.5. The Seller shall ensure that vessel loads with only Murban Crude Oil. The independent inspector nominated by the Buyer and accepted by the Seller shall also ensure that the vessel loads only with Murban Crude Oil.

7.6. The Seller shall load the cargo complying with CEYPETCO procurement specification at their own risk.

- 7.7. The seller shall provide the shore tank figures used for the preparation of the Bill of Lading, as issued by the terminal and/or duly endorsed by the mutually appointed Independent Inspector.
- 7.8. The Buyer shall provide at least three (03) e-mail addresses for such correspondence to the Seller and the Seller shall send the quality certificates to all three e-mail addresses provided by the Buyer for the said purpose.
- 7.9. In the event product is loaded from different shore tanks, the independent inspector nominated by the Buyer and accepted by the Seller shall ensure that the vessel loads only with Murban Crude Oil.
- 7.10. The cost of inspection at load port shall be shared equally between The Buyer and the Seller.
- 7.11. The quality certificate at discharge port, Colombo shall be issued by the independent inspector based on the test report of refinery laboratory.
- 7.12. In the event that the Seller does not agree to the nominated independent inspector by the Buyer as per the **clause 7.1.** above, the Seller is permitted to nominate an alternative independent inspector and get the acceptance of the Buyer, liable in the said clause under no circumstances the Seller shall be permitted to change such alternative nomination thereafter.

8. INSPECTION AT DISCHARGE PORT

- 8.1. Discharge port independent inspector shall be different to that of the load port.
- 8.2. The quality at discharge port Colombo shall be determined by CEYPETCO Refinery laboratory and witnessed by the independent inspector (ITS CALEB BRETT/GEO-CHEM/SBC ASIA – SAYBOLT/ BUREAU VERITAS/ CCIC/ TANKOIL LANKA (PVT) LTD)/ AMSPEC) at Colombo. Such determinations shall be reported on the certificate of quality finally issued by CEYPETCO Refinery laboratory.
- 8.3. Two sets of ship tank samples with adequate quantities for **Murban Crude Oil** shall be separately drawn from the ship's each tank according to ASTM standard method of sampling by a mutually agreed independent inspector at discharge port witnessed by the Buyer/CPSTL representatives and a representative if nominated by the Seller. Both samples shall be properly sealed and authenticated by the independent inspector, vessel's master or representative of the master and the Buyer/CPSTL representatives and representative if nominated by the Seller.

First composite sample to be prepared at CEYPETCO Refinery Laboratory for **Murban Crude Oil** shall be analysed at the Refinery laboratory **to check and ensure key properties i.e. Density, Sulphur, RVP and BS & W** as specified under **sub clause 8.2.** while the second set of composite sample for **Murban Crude Oil** shall be retained under the custody of the independent inspector.

- 8.4. Under no circumstances a representative of the seller from an inspection company and an employee of the inspection company as mentioned under sub clause 8.2. will be allowed
- 8.5. Under no circumstances a protective inspector will be allowed to the seller other than the mutually agreed independent inspector.

- 8.6. The seller shall declare in the bid that certificate of quality at discharge port for **Murban Crude Oil** shall be on the basis of ship tank composite sample taken on arrival of the vessel at discharge port.
- 8.7. In the event the first composite sample does not meet the **key properties i.e. Density, Sulphur, RVP and BS & W**, the second composite sample retained with the independent inspector, shall be tested at the Refinery laboratory as specified in **sub clause 8.2.** in the presence of the mutually agreed independent inspector, representatives from the Buyer, a representative from Seller's Cargo Insurer, two representatives from the Seller and one representative from the Protection and Indemnity Insurance (P & I club). All representatives' witness this test required to be signed each of the full test certificates issued by Refinery laboratory.
- 8.8. If the specification of the product deviated from the CEYPETCO standard specifications, the Buyer reserves the right to reject the total cargo.
- 8.9. Under no circumstance further samples shall be drawn from ship's tanks other than the samples proposed under **sub clause 8.3.** to determine the quality of cargo at discharge port.
- 8.10. The quality certificate at discharge port, Colombo shall be issued by the independent inspector based on the test report of Refinery laboratory.
- 8.11. Discharge of the vessel shall commence only after the certificate is issued by the independent inspector and accepted by the Buyer.
- 8.12. The quantity of product at the discharge port Colombo will be determined by an independent inspector (ITS CALEB BRETT / GEO-CHEM/ SBC ASIA – SAYBOLT / BUREAU VERITAS/ TANKOIL LANKA (PVT) LTD) / AMSPEC) at Colombo. Such determinations shall be reported on the certificate of quantity.
- 8.13. The cost of inspection, including cost for testing of second composite sample payable to independent inspector at discharge port, shall be shared equally between the Buyer and the Seller.

9. RECOVERY OF DAMAGES OR LOSSES FOR CEYPETCO DUE TO UNACCEPTABLE QUALITY

- 9.1. If the quality of the product at the discharge port does not meet/comply with the **key properties i.e. Density, Sulphur, RVP and BS & W** with respect to any of the parameters indicated therein, subject to **Clause 8.** the Buyer reserves the right to reject the full consignment on board the vessel.
- The Seller shall provide the Buyer with copy of following documents after shipment to evidence cargo loaded is Murban Crude Oil.
- 9.1.1. Certificate of Quality issued by ADNOC/ADCO.
- 9.1.2. Certificate of Origin issued by ADNOC/ADCO confirming that the Crude Oil shipped on vessel is derived from the current production of the Murban Crude Oil field.

- 9.2. In such a case the Seller is obliged to provide a replacement cargo at the request of the Buyer without any additional cost to the Buyer within the time specified by the Buyer subject to payment of **zero point Two Five percent (0.25%)** of the DAP “value of the rejected cargo” per day for the period commencing from the date of rejection of the cargo until the replacement cargo is delivered at Colombo (i.e. Up to the NOR tendered time) during the new laycan subject to the **maximum of twenty (20) days**. Value of the rejected cargo shall be determined, based on the quantity, the delivery month of the rejected cargo and as per the **Clause 11. ‘Price / Payment’** of this agreement. Determination of the new laycan will be at the discretion of the Buyer. However, the Buyer shall not unreasonably delay the allocation of the alternative delivery laycan.

The consent for the supply of replacement cargo shall be communicated in writing by the Seller to the Buyer within **forty eight (48) hours** of such request by the Buyer.

- 9.3. 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 the buyer as required.
- 9.4. The pricing of the replacement cargo shall be determined as per the price of the delivery month of the replacement cargo plus premium/discount. The calculation of the value of the replacement cargo shall be as per the **Clause 11. ‘Price / Payment’**.
- 9.5. In the event, failure by the Seller to provide a replacement cargo, the Buyer reserves the right to terminate the contract and to forfeit the Performance Security Guarantee.
- 9.6. For the replacement cargo, the same terms and conditions of this procurement shall be applicable in all aspects including quality, delivery and recovery of damages or losses for the Buyer.
- 9.7. In the event the Buyer deciding, at its sole discretion, not to request a replacement cargo for Murban Crude Oil, a recovery of damages or losses for the Buyer which amounts to **one point five percent (1.5%)** of DAP Colombo value of such rejected cargo shall be claimed and the Seller may settle such amounts directly to the Buyer.

In the event, the Seller does not agree to settle a recovery of damages or losses directly to the Buyer as claimed by the Buyer, it shall be considered as the non-performance of the contract. Moreover, the Buyer shall reserve the right to recover such damages or losses for the buyer so accumulated from the Performance Security Guarantee at the end of the contract.

10. OUT-TURN LOSS

In the event that the out-turn loss (out-turn quantity vs. B/L quantity) is beyond 0.3% and/or there is any free flowing product left on board as reported and certified by the independent inspector at discharge port, the supplier shall deduct the excess loss and/or free flowing product left on board from the bill of lading quantity for invoice purposes.

11. PRICE / PAYMENT

Price offered for Murban Crude Oil in U.S. Dollars per barrel on **DAP Colombo basis (incoterms 2010)** shall be "Murban ADNOC" FOB price per net US barrel charged by Abu Dhabi National Oil Company ("ADNOC") to term customers (i.e. Government selling price) for liftings of Murban Crude Oil lifted by them over the month belongs to the first day of the two day delivery laycan, plus a fixed premium/discount of USD Per BBL.

11.1. Option-1 - Payment prior to the date of quantity drawn (100%-ex-storage modality)

- 11.1.1. Payment will be made prior to the date of quantity drawn, by telegraphic transfer (TT) through Bank of Ceylon, Colombo. All bank charges outside Sri Lanka, if any, will be to the account of the seller.
- 11.1.2. Telegraphic transfer (TT) to be made by the Ceypetco through its banker Bank of Ceylon based on the terms and conditions acceptable to both seller and Ceypetco.
- 11.1.3. The seller shall be responsible to trace and verify the receipt of the payment through their corresponding bank. The seller 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 procurement.
- 11.1.4. 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 under the sub clause 11.1.
- 11.1.5. 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.
- 11.1.6. Payment to be made through telegraphic transfer (TT) by Ceypetco will call for the following original documents.
 - 11.1.6.1. Manually signed original commercial invoice based on the net **B/L** quantity in U.S. Barrel @ 60 °F (in air).
 - 11.1.6.2. 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 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.
 - 11.1.6.3. Original Certificate of quantity and quality at load port issued by the Abu Dhabi National Oil Company (ADNOC) / Abu Dhabi Company for Onshore Petroleum Operations Ltd. (ADCO), U.A.E. In the event of absence of the original certificates of quantity and quality at load port issued by the Abu Dhabi national oil company (ADNOC)/Abu Dhabi company for onshore petroleum operations ltd. (ADCO), U.A.E., copies of the original certificates can be accepted after authenticated by the supplier.

- 11.1.6.4. Manually signed original Certificate of quantity at load port issued or endorsed by the independent inspector.
- 11.1.6.5. Original Certificate of U.A.E. Origin issued by the Abu Dhabi National Oil Company (ADNOC) / Abu Dhabi Company for Onshore Petroleum Operations Ltd. (ADCO), U.A.E. In the event of absence of original certificate, copy of the original certificate can be accepted after authenticated by the supplier
- 11.1.6.6. Manually signed original Certificate of ship arrival quantity at discharge port, Colombo issued or endorsed by the independent inspector.
- 11.1.6.7. Manually signed original Certificate of out-turn quantity at discharge port, Colombo issued by the independent inspector.
- 11.1.7. The final total payment entitled to the successful seller/ bidder shall be limited to the value in United States Dollars (USD) based on corresponding invoicing quantity. Invoicing quantity will be limited to the B/L quantity.

In the event where out-turn loss beyond 0.3% is technically proved due to CEYPETCO'S discharging pipelines leakage, causing an out-turn loss. Such out-turn loss shall not be deducted from the invoice quantity for invoicing purposes.

11.1.8. Invoicing for payment

Based on the availability of funds the quantity required to be drawn shall be informed to the seller by Ceypetco & the relevant payment will be made based on the respective invoice raised by the seller 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 seller in such a way that the cumulative quantity of all invoices does not exceed the quantity indicated in the B/L.

- 11.1.9. Under the Ex-Storage modality total cargo quantity shall be withdraw within 30 days from first day of the two day delivery laycan [first day of the two day delivery laycan to count as day zero (0)]

11.2. Option-2 - Payment in thirty (30) days L/C opened through BOC (BANK OF CEYLON)

- 11.2.1. Payment will be made thirty (30) days **L/C** after the first day of the two day delivery laycan [first day of the two day delivery laycan 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 outside Sri Lanka, if any, will be to the account of the seller. Confirmation charges of L/C shall be to the beneficiary's account.
- 11.2.2. Premium for Murban Crude Oil shall be fixed throughout the four (04) months contract period.

11.2.3. Letter of Credit (L/C) to be established by the Buyer through Bank of Ceylon base on the terms and conditions acceptable to both Seller and the Buyer, at least twelve (12) calendar days prior to the first day of the two day delivery laycan at Colombo.

The seller shall be responsible to trace and verify the receipt of the L/C through their corresponding bank. The Seller shall be responsible to send all required details including Performa invoice for the establishment of the L/C by the Buyer within three working days after receipt of the nomination of the cargo under this contract.

11.2.4. 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. Credit period under sub clauses 11.1. Above for the purpose of interest calculation shall be adjusted as per payment due date being affected under this condition.

11.2.5. Final unit price for the product shall be expressed to **three decimal places** by rounding to the third decimal place if the fourth decimal place is five (5) or greater.

11.2.6. The "latest date of shipment" in the L/C shall be determine by the Buyer based on the estimated average sailing time from the load port up to the port of Colombo during the agreed delivery laycan. Any subsequent changes proposed for the "latest date of shipment" by the Seller to the L/C shall be subjected to the Clause 14. "Claims, disputes and recovery of damages or losses for CEYPETCO by late delivery and delivery of lesser quantity than agreed" of this Agreement.

11.2.7. L/C established by the Buyer will call for the following original documents.

11.2.7.1. Manually signed original commercial invoice based on the net **B/L** quantity in U.S. Barrel @ 60 °F (in air).

11.2.7.2. 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 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.

11.2.7.3. Original Certificate of quantity and quality at load port issued by the Abu Dhabi National Oil Company (ADNOC) / Abu Dhabi Company for Onshore Petroleum Operations Ltd. (ADCO), U.A.E. In the event of absence of the original certificates of quantity and quality at load port issued by the Abu Dhabi national oil company (ADNOC)/Abu Dhabi company for onshore petroleum operations ltd. (ADCO), U.A.E., copies of the original certificates can be accepted after authenticated by the supplier.

11.2.7.4. Manually signed original Certificate of quantity at load port issued or endorsed by the independent inspector.

11.2.7.5. Original Certificate of U.A.E. Origin issued by the Abu Dhabi National Oil Company (ADNOC) / Abu Dhabi Company for Onshore Petroleum Operations Ltd. (ADCO), U.A.E.

In the event of absence of original certificate, copy of the original certificate can be accepted after authenticated by the supplier

11.2.7.6. Manually signed original Certificate of ship arrival quantity at discharge port, Colombo issued or endorsed by the independent inspector.

11.2.7.7. Manually signed original Certificate of outturn quantity at discharge port, Colombo issued or endorsed by the independent inspector.

11.2.7.8. The negotiation of Letter of Credit upon presentation of Letter of Indemnity (LOI) in lieu of above original shipping documents is permitted for the Seller, subject to;

11.2.8.8.1. Presentation of beneficiary's manually signed original commercial invoice as mentioned under clause 11.2.7.1.

11.2.8.8.2. Presentation of ship arrival quantity report issued by the independent inspector at discharge port, Colombo as mentioned under clause 11.2.7.6.

11.2.8.8.3. Presentation of outturn quantity report issued by the independent inspector at discharge port, Colombo as mentioned under clause 11.2.7.7.

11.2.8.8.4. Obtaining prior approval of the buyer for such LOI format.

11.2.9. The final total payment entitled to the successful seller/ bidder shall be limited to the value in United States Dollars (USD) based on corresponding invoicing quantity. Invoicing quantity will be limited to the B/L quantity.

In the event where out-turn loss beyond 0.3% is technically proved due to Ceypetco's discharging pipelines leakage, causing an out-turn loss. Such out-turn loss shall not be deducted from the invoice quantity for invoicing purposes.

12. LOCAL AGENT & LOCAL AGENCY COMMISSION

No local agency commission is payable.

13. TITLE AND RISK

Title and risk/property of the product supplied under the terms of this contract shall pass on to the Buyer at the discharge port when product passes the Seller's vessel's permanent hose/discharging arm connection.

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

14.1. Any claim whatsoever arising between the parties to this agreement, under the terms of this agreement shall be lodged in writing within sixty (60) days of receipt of product by the Buyer or in the case of the cargo is not delivered to the Buyer within sixty (60) days of the last date of

delivery laycan as notified by the Buyer. Otherwise any such claim shall be deemed to have been waived.

- 14.2. Every endeavor shall be made to settle any difference or dispute arising from any transaction between the Buyer and the Seller by mutual negotiations, failing which such differences or disputes shall be settled by arbitration.
- 14.3. The place of arbitration shall be Colombo, Sri Lanka.
- 14.4. The Buyer and the Seller agree that any dispute arising out of or in connection with this contract including any question regarding its existence, validity or termination shall be finally settled under the rules of arbitration of the United Nations Commission on International Trade Law (UNCITRAL) procedures.
- 14.5. The language of arbitration shall be English. The arbitration tribunal shall consist of three arbitrators, one to be appointed by the Seller, one by the Buyer and the two arbitrators thus appointed shall choose the third arbitrator.
- 14.6. Arbitration shall be a condition precedent to the institution of any legal action by either party against the other.
- 14.7. This procurement shall be governed by and construed in accordance with the Laws of Sri Lanka excluding any conflict of laws and rules.

15. DELIVERY OF MURBAN CRUDE OIL AT SPBM 1, COLOMBO

- 15.1. Seller shall be informed the number of shipment es to be procured during the month (M) within the month (M-3) and for each shipment, the five day delivery laycan at SPBM 1, Colombo will be notified by the Buyer to the Seller, Ninety (90) days before the first day of the delivery laycan. It is imperative that each shipment is delivered in Colombo during the five day delivery laycan which will be further narrowed down to two days before the last day of M-2 which will be notified by the Buyer in one tanker in one lot.

The five day delivery laycan shall fall within the same month.

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 delivery laycan.

- 15.2. Delivery of the product shall be made on a DAP Colombo basis (Incoterms 2010) in a total average cargo size of 700,000 barrels $\pm 5\%$, within the two-day delivery laycan specified by the Buyer to the Seller on or before the last day of Month M-2 (where M is the month of delivery).
- 15.3. Port of loading for each cargo shall be Jebel Dhanna, U.A.E. or Fujairah, U.A.E. and any loading port under United States sanctions is not acceptable to the Buyer. Any Crude Oil similar or identical to Iranian Crude will not be permitted. In the event that the cargo at the discharge port is found to be similar or identical to Iranian Light Crude Oil, the Buyer reserves the right to reject the cargo straightaway and claim damages from the Seller. Tests will be carried out at the load

port as per the Clause 7. And also before discharging at the Buyer's port as per the Clause 8. The decision to accept the cargo after test results (at maximum waiting time of ten (10) hours at disport for results) is solely at the discretion of the Buyer.

16. LAYTIME FOR DISCHARGE AT SPBM 1 COLOMBO

Laytime for discharge at SPBM 1 Colombo shall be **72 hrs** and the commencement of laytime shall be determined in the following manner.

- 16.1. Notice of Readiness (NOR) should be tendered between 0600 hrs. and 1500 hrs. during two day delivery laycan agreed upon.
- 16.2. 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 six (6) hrs. Thereafter or at the time of completion of mooring, whichever is earlier under normal weather/sea conditions.
- 16.3. 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 six (6) hrs. thereafter or at the time of mooring, whichever is earlier.
- 16.4. 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.
- 16.5. 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.
- 16.6. 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 utilized by the vessel at the berth shall only be considered as used laytime.
- 16.7. 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.
- 16.8. Any delays in berthing due to weather and/or sea conditions to be counted as half laytime (CONOCO weather clause).

17. 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, CEYPETCO tel no. +94-11-7296115 e-mail:

mgr.commercial@ceypetco.gov.lk, The Manager (Shipping), CEYPETCO tel no. +94-11-7296300 e-mail: mgr.shipping@ceypetco.gov.lk, The Deputy Manager (Operations), CEYPETCO fax no. +94-11-5455432 e-mail: dgm.ts@ceypetco.gov.lk, The Manager (Refinery Operations), CEYPETCO tel nos. +94-11-2400666/5668490 e-mail: refinery.manager@ceypetco.gov.lk, The Manager (Economics and Scheduling), CEYPETCO tel no. +94-11-2400432 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 e-mail: bopearachchi@gmail.com, The 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. +94-11-535352 via vessel agent at Colombo.

18. VESSEL REQUIREMENTS

18.1. REQUIREMENTS OF TANKERS FOR DISCHARGING OF PRODUCT VIA SPBM 1 COLOMBO

Vessel nominated

18.1.1. Should meet following Colombo port restrictions:

- | | | |
|-----------------------|---|---------------------------|
| (H) Length | - | 298.70 m max. |
| (I) Beam | - | 44.5 m max. |
| (J) Moulded depth | - | 22.56 m max. |
| (K) Draft | - | 18.90 m max. |
| (L) Forward draft | - | 3.28 m min. whilst at SPM |
| (M) Summer deadweight | - | 180,000 DWT max. |
| (N) 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.

18.1.2. 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.

18.1.3. **Manifold**

- | | | |
|------------------------|---|--|
| C) Manifold location | - | midship (port side) |
| D) Manifold connection | - | one 12 inch studed Camlock Flange ANSI class 150 |

18.1.4. **Details of derrick at manifold location**

Derrick should have minimum safe working load of 10 MT and should be in good operational condition.

18.1.5. **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 |

18.1.6. Tanker should be fitted with a central bow fair lead (bull ring) measuring at least 600mm x 450mm.

- 18.1.7. Position of pedestal roller fairlead/winch drum
- (d) Should be a continuation of the direct lead line between the bow fairlead (bull ring) and bow chain stopper.
 - (e) Should be not less than 4.5 metres directly behind the bow chain stopper.
 - (f) Should be at such a height that fairlead rollers will enable an unrestricted line pull to be achieved.
- 18.1.8. Pedestal fairlead should be fitted for lead to winch/windlass.
- 18.1.9. 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.
- 18.1.10. Tanker should have a "panama" lead right aft on its centre line.
- 18.1.11. 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.
- 18.1.12. Mooring masters should have free access to navigational charts and equipments required for mooring operation.
- 18.1.13. Wheel house to be kept open throughout the period the tanker made fast to the buoy.
- 18.1.14. A fore-castle watchman to be made available by the tanker throughout the period the tanker made fast to the buoy.
- 18.1.15. All tools required for connection/disconnection of cargo hose to be supplied by the tanker.
- 18.1.16. Connection/disconnection of hose is the responsibility of ship's staff under the supervision of a ship's officer on the instructions of the buyer officials on board the tanker.
- 18.1.17. Tanker's main engine should be kept ready throughout the period of stay at the buoy for manoeuvring promptly on notice.
- 18.1.18. **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.
- 18.1.19. **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.
- 18.1.20. **Accommodation / meals**
- Following personnel would stay on board throughout the period of tanker made fast to the buoy.

- (e) Two mooring masters
- (f) Two loading masters
- (g) One sample collector (crew)
- (h) Two independent inspectors (junior officers)

18.1.21. Proper accommodation on officers deck should be arranged for the mooring masters, loading masters and independent inspectors.

18.1.22. Meals for mooring masters, loading masters and independent inspectors should be served in officers' dining saloon at the owners expense.

18.1.23. **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

18.1.24. **Crude Oil Washing**

COW should be carried out only upto MARPOL 25% while discharging crude oil without interruption to discharge operation.

19. LIQUIDATED DAMAGES

19.1. The Seller 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 Seller liable for liquidated damages of **zero point two five percent (0.25%)** of the dap value per day for each day of delay after 2400 hrs. of the last day of the two day delivery laycan until vessel tender NOR at discharge port at Colombo. If the delay exceeds six days after the last date of the agreed delivery laycan without obtaining prior approval, the Buyer will reserve the right to terminate the contract.

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

19.3. In the event the successful supplier/bidder is liable for a late delivery, penalty and/or a short loading penalty as specified in (19.1) and/or (19.2) above, such penalty shall be settled by the supplier separately on or before the due date of the final payment for the cargo. In failure of such settlement on or before the payment due date, the successful supplier/bidder shall agree to deduct the penalty amount from the final payment and the same shall be communicated in writing before the final payment due date.

- 19.4. 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.
- 19.5. If the Seller fails to deliver any full shipment unless agreed for an alternative in writing, the Buyer will reserve the right to encash the Performance Security Guarantee.

20. TERMINATION

This agreement may be terminated;

- 20.1. By mutual consent of both parties.
- 20.2. In the event of product specifications are not in conformity with the requirements given in **key properties i.e. Density, Sulphur, RVP and BS & W** and the Seller fails to perform as per the remedy under Clause 9. the Buyer reserved the right to terminate the contract at its own discretion.
- 20.3. If the delay exceeds six (06) days after the last date of the agreed delivery laycan without obtaining prior approval from the Buyer.
- 20.4. In the event that either the Seller or Buyer is in breach of any of the terms and conditions of the contract.
- 20.5. In the event the Buyer is unable to purchase agreed quantities as per the procurement before the expiry of the contract on **30/06/2027**, extension of the contract to purchase balance quantities is permitted only upon mutual consent, expressed in writing, provided the Buyer has obtaining the approval of the Cabinet of Ministers for such extension. In the event that either party does not agree for extension of the contract, the contract shall be automatically terminated.

21. LINE FLUSHING AT SPBM 1, COLOMBO

- 21.1. The vessel nominated by the Seller should be capable of flushing the 13Km/22Km 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 sea water, as and when required
- 21.2. 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.

22. DEMURRAGE

- 22.1. All claims for demurrage shall be accompanied by the respective charter party. The Buyer shall not be bound by the terms and conditions of the charter party except to the extent such terms and conditions have been communicated to the Buyer and expressly agreed to by the Buyer in writing.
- 22.2. In case of vessel arriving outside laycan agreed upon, laytime to start counting from the time of berthing as per Sub Clause 16.
- 22.3. If the total laytime to complete the entire cargo discharge exceeds the laytime allowed as per clause 16. Buyer will be liable to pay the demurrage to the Seller.
- 22.4. In the event the Seller's vessel arrives late and is berthed on arrival which affects berthing of vessel or vessels which are arriving on schedule, then the Seller's vessel will be un-berthed (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 the Seller's vessel provided that the Seller's shall agree to bear the demurrages on the subsequent three vessels that arrive on schedule and gets delayed due to the presence of the Seller's vessel on berth. Liability for demurrages on subsequent vessels mentioned herein are in addition to the recovery of damages or losses for the Buyer charged under Clause 14. Claims, disputes and recovery of damages or losses for CEYPETCO by late delivery and delivery of lesser quantity than agreed.

Moreover the Buyer reserves the right to berth the vessel only on SPBM 1 availability basis and based on the requirement for the Murban Crude Oil in the Refinery. Furthermore the Buyer shall not be responsible for any demurrages incurred by the Seller's vessel arriving outside the contractual laycan. The Buyer shall take every endeavour to minimize the overall commercial loss to all parties.

In the event the Seller 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, the Buyer 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, the Buyer requires to unload the product on board the vessel as per the product requirement to ensure the energy security of the country, the Buyer compels to discharge the minimum requirement of the cargo on board 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 Seller.

- 22.5. Demurrage rate of the nominated vessel shall be declared by the Seller at the time of vessel nomination for each cargo.
- 22.6. After acceptance of the nominated vessel by the Buyer, a certified copy of the applicable charter party or duly authenticated fixture note including the rate of demurrage shall be submitted by the Seller. Buyer prefers to have a certified copy of the signed Charter party.

23. FORCE MAJEURE

The Seller or the Buyer 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 Buyer'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, the Buyer shall request and the Seller should agree to defer the cargo delivery period to a revised date range agreed with the Buyer 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.

24. CONFIDENTIALITY

The information contains in this agreement and all information exchanged relating to it are confidential between the Buyer and the Seller. Neither the Buyer nor the Seller shall, without the other's prior written consent, disclose such information to any person outside its own organization except to the extent that disclosure may be legally compulsory to any Government Authority.

25. ASSIGNMENT

The rights and contractual responsibilities pertaining to this contract are not assignable to any third party.

26. TAXES, DUTIES AND FEES

All taxes, duties and fees related to the importation of the products imposed by the government of Sri Lanka are for Buyer's account.

27. OTHER REQUIREMENTS

All other requirements are as per the procurement invitation (Ref: **CR/TERM/CRUDE OIL/MURBAN/2027(A)**), and CEYPETCO standard terms and conditions available with the Seller.

28. SELLER'S CONTACTS

Correspondence Address:

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

Seller	-	
Contact Person	-	
Telephone	-	
Facsimile	-	
E-mail	-	

29. BUYER'S CONTACTS

Correspondence Address:

Ceylon Petroleum Corporation (CEYPETCO),
No. 609, Dr. Danister De Silva Mawatha, Colombo 09, Sri Lanka.

Buyer - Ceylon Petroleum Corporation
Contact Person - Commercial Manager
Telephone - +94 11 7296115
E-mail - mgr.commercial@ceypetco.gov.lk

Contact Person - Deputy Commercial Manager
Telephone - +94 11 7296123
E-mail - dmgr.commercial@ceypetco.gov.lk

In witness whereof the parties hereto have placed their signatures in duplicate on the date herein indicated.

SELLER	BUYER
Signature :	Signature :
Name :	Name :
Designation :	Designation :
On Behalf Of :	On Behalf Of : CEYLON PETROLEUM CORPORATION
 Signature :	 Signature :
Name :	Name :
Designation :	Designation :
On Behalf of :	On Behalf of : CEYLON PETROLEUM CORPORATION
 Date :	 Date :
 WITNESS	 WITNESS
1. (Signature)	1. (Signature)
..... (Name)	 (Name)
2. (Signature)	2. (Signature)
..... (Name)	 (Name)

EX-STORAGE MODALITY AGREEMENT

THIS AGREEMENT is made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this(Date) (hereinafter referred to as the “Agreement”)

BETWEEN

....., a company incorporated under the laws of the United Arab Emirates bearing company 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 one part.

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 'CEYPETCO' 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. CEYPETCO is a corporation established by the Ceylon Petroleum Corporation Act, No. 28 of 1961 as amended which provides exclusive rights to CEYPETCO to import & refine Crude Oil and import, export, sell, supply or distribute petrol, kerosene, diesel oil and furnace oil etc
- B. The Seller has represented to CEYPETCO that it has the requisite expertise and capacity to supply Crude Oil and all petroleum products.
- C. The seller has offered & agreed to supply the Product (as defined below) and store such Product at the storage facilities of CEYPETCO at Orugodawatta and/or Sapugaskanda which has a capacity of 90,000 tons and 120,000 tons respectively; and
- D. CEYPETCO 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;

Agreement / this Agreement	Shall mean and include this Agreement, read together with Exhibits A (CEYPETCO Terms & Conditions for Crude Oil), B (Specifications for Crude Oil) and C (Deed Of Pledge) all 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.
CEYPETCO	shall mean and include Ceylon Petroleum Corporation established by Ceylon Petroleum Corporation Act, No. 28 of 1961 as amended its successors and permitted assigns
Independent Inspector	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 CEYPETCO storage tanks strictly as per this agreement.
Seller	, (Seller), a company incorporated under the laws of the United Arab Emirates having its registered head office at (Address) bearing company registration number and its successors.
Party/Parties	shall mean both CEYPETCO and Seller and their respective successors and permitted assigns when referred to herein in plural and shall mean either CEYPETCO or Seller when herein referred in the singular as the context may require.
Month/Calendar Month	Shall mean any consecutive period of 30 day whilst “Calendar Month” shall mean a consecutive period of 30 days which immediately follows the 1 st day of any month in the Calendar
ADNOC (GSP)	Shall mean Abu Dhabi National Oil Company (ADNOC) government selling price (GSP)
Year/Calendar Year	“Year” shall mean any consecutive period of 365 day whilst “Calendar Year” shall mean a consecutive period of 365 days immediately from the 1 st day of the month of January in any year to the 31 st day of December in that year inclusive of both days

<i>Term</i>	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 Crude oil quantity discharged to Orugodawaththa and Refinery storage terminals 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 under shipment reference
<i>Product</i>	Shall mean crude Oil shipment arrived under CEYPETCO award dated and reference on board the vessel M/T
<i>Quality Inspector</i>	Shall be a duly qualified independent surveyor appointed by mutual agreement of the CEYPETCO and the Seller.
<i>Quality Test Report</i>	Shall mean all laboratory tests conducted by the Quality Inspector at CEYPETCO to ascertain the quality of the Crude Oil.
<i>Business Day</i>	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 Colombo (Incoterms 2010) value of the Crude oil quantity discharged to Orugodawaththa and Refinery storage terminals 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 under shipment reference

3. PRINCIPLE & CONSIDERATION

3.1 Product will be imported to Sri Lanka by CEYPETCO as the consignee as per the terms and conditions of (reference) except for the method of payment to the consignment 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 basis.

3.2 The Seller shall provide the Murban crude oil cargo at the Murban OSP plus Premium of USD per barrel and it shall be considered as the cost of the consignment. CEYPETCO will pay all regulatory levies and other port and customs payments related to the Murban Crude Oil as shipment is consigned to CEYPETCO.

The final DAP Colombo Price of Murban Crude shall be Abu Dhabi National Oil Company (ADNOC) government selling price ("GSP") for MURBAN crude oil for the month of delivery plus a fixed premium of USD per barrels net.

The Payment entitled to the Seller shall be limited to the value in USD based on corresponding Invoicing Quantity. Invoicing quantity will be limited to the quantity in the out-turn report at the discharge port issued by the Independent Inspector.

In the event where out-turn loss (out-turn quantity vs. B/L quantity) beyond 0.3% is technically proved by the supplier due to CEYPETCO's discharging pipelines leakage, causing an out-turn loss. Such outturn loss shall not be deducted from the invoice quantity for invoice purposes.

3.3 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 CEYPETCO; and
- b) The CEYPETCO 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.

3.4 The quantity of the Product discharged at the Colombo Port shall be certified by the Independent Inspector and shall thereupon be stored at the storage facilities owned by the CEYPETCO at Orugodawatta and/or Sapugaskanda ("Storage Facility") and will be discharged adopting the usual distribution and operational procedures of 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 3.5 and shall require the prior written approval of the Independent Inspector.

3.5 Prior to withdrawing the Product from the Storage Facility, CEYPETCO shall inform the Seller of the quantity which would be withdrawn and effect payment in full in respect of the said quantity of withdrawal in US Dollars by way of telegraphic transfer to the below mentioned bank account of the Seller.

3.6 Prior to withdrawing the Product from the Storage Facility, CEYPETCO shall inform the Seller of the quantity which would be withdrawn and effect payment in full in respect of the said quantity of withdrawal in US Dollars by way of telegraphic transfer to the below mentioned bank account of the Seller:

Bank:
Beneficiary:
Account No.
SWIFT Code:

Receipt by the Seller of the full price for the crude oil withdrawal quantity from CEYPETCO as well as the approval of the Independent Inspector shall be conditions precedent to the relevant withdrawal from the Storage Facility.

The Payment entitled to the Seller shall be limited to the value in USD based on corresponding Invoicing Quantity. Invoicing quantity will be limited to the quantity in the out-turn report at the discharge port issued by the Independent Inspector shall be binding on both parties.

Outturn quantity will be reported by the Quality 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 attached as Exhibit B.
- 4.2. CEYPETCO shall hold the custody of the Product received from the Seller at the Storage Facility owned by the CEYPETCO at its cost until sales are completed.
- 4.3 CEYPETCO shall be responsible for any loss or damage to the Crude oil cargo while in CEYPETCO storage tanks until the agreement will be terminated as per any of the clauses under clause

5. QUALITY AND DELIVERY

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

6. RIGHTS AND OBLIGATIONS OF BUYER

CEYPETCO (Buyer) shall;

- i. Store the Product received from the Seller in accordance with Clause 4.2 and be responsible for any loss or damage to the Crude oil cargo while in CEYPETCO storage tanks until the agreement will be terminated as per any of the provisions under clause 19.
- ii. Maintain, on its own account, an inventory of the Crude oil Product at levels which are appropriate and adequate for CEYPETCO to meet all deliveries and service requirements in relation to the Product.
- iii. Allow the Seller to access the records maintained for the Crude Oil stock and to allow the Seller full right to gauge and sample the tank as well.
- iv. Subject to the availability of space/ullage in the storage tanks, the Buyer has the right to store same Crude Oil type imported/purchased on its own in the same storage tanks as and when required.
- v. Buyer has the right to store Crude Oil imported/purchased from any third-party sellers in the same storage tanks as and when required.
- vi. Buyer has the right to draw a quantity of the product from the storage tanks upon payment of the value equivalent to the quantity to be drawn at the price agreed under this agreement soon after the transmission of the buyer's bank confirmation to the seller.
- vii. 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 Crude Oil from the imported tanker M/T
- viii. Buyer has no obligation to pay any value exceeding the total DAP value of the Crude oil quantity discharged to Orugodawaththa and Refinery storage terminals 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.

- ix. Carry out lab tests of the Crude Oil at CEYPETCO 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.
- x. Buyer has 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 stipulated in Exhibit B.
- xi. CEYPETCO is not allowed to create or cause to be created any other liens/ pledges/ mortgages or other encumbrances over the Product in favor of any third party including CPSTL apart those created in favor of the Seller hereunder.
- xii. CEYPETCO 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 CEYPETCO 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 CEYPETCO reference to
- ii. Make available Seller's representative at the Storage Facility with the approval of CEYPETCO when measurements are taken of the storage tanks before and after storing of the Product & drawing a quantity by buyer.
- iii. Seller agreed to release the quantity of Crude Oil 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. All rights of the seller to the quantity of Crude oil in the storage tanks will cease to exist soon after CEYPETCO make payment & withdraw the equivalent total quantity declared in the out-turn report issued by the mutually agreed independent inspector after discharging of the Crude oil from the respective vessel.
- v. Seller has no authority to claim any value exceeding the total DAP value of the Crude oil quantity discharged to Orugodawaththa and Refinery storage terminals 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.

8. PAYMENT & INVOICING

8.1 Price of the Crude Oil

The price of the Crude Oil shall be the total DAP Colombo (INCOTERM 2010) value of the cargo calculated based on the unit price agreed in the letter of confirmation/award dated, the out-turn quantity and the other applicable clauses in the contract entered in to based on offer and acceptance.

The final DAP Colombo Price of Murban Crude shall be Abu Dhabi National Oil Company (ADNOC) government selling price (“GSP”) for MURBAN crude oil for the month of delivery plus a fixed premium of USD per barrels net.

8.2 Invoicing

Based on the availability of funds & the requirement of crude oil to run the refinery without interruption the quantity required to be drawn shall be informed to the seller by the buyer & the relevant payment will be made based on the respective invoice raised by the seller indicating the quantity in US barrels, the unit price in US\$ per bbl and the subtotal of the respective invoice.

The final invoice shall be raised by the seller in such a way that the cumulative quantity of all invoices does not exceed the out-turn quantity indicated in the out-turn report issued by the independent inspector at the time of discharging the vessel.

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:

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

Telephone

By Email

To Buyer

Ceylon Petroleum Corporation

609 Dr. Danister De Silva Mawatha Colombo
09, Sri Lanka
By Phone +94 11 7296115
By Facsimile +94115455406
By Email mgr.commercial@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 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 Seller'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.

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 CEYPETCO 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 CEYPETCO to this Agreement, under the terms of this Agreement shall be lodged in writing within thirty (30) days of receipt of the Product by CEYPETCO and in the event the cargo is not delivered to CEYPETCO within thirty (30) 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.

17.3 Every endeavor shall be made to settle any difference or dispute between CEYPETCO 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 CEYPETCO from the storage tanks in Orugodawaththa and Refinery.
- c. Automatically, once the total DAP value of the Crude oil quantity discharged to Orugodawaththa and Refinery storage terminals 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 will be paid to the seller by CEYPETCO.

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 day of Two Thousand and Twenty-.....

.....

CEYLON PETROLEUM CORPORATION

Name:

Name:

Designation:

Designation: Chairman

.....

.....

Name:

Designation: Managing Director

DEED OF PLEDGE

DATE:

THIS DEED OF PLEDGE IS MADE BETWEEN:

(NAME OF SELLER)

[REG.NUMBER +ADDRESS]

AND

CEYLON PETROLEUM CORPORATION (CEYPETCO)

[REG.NUMBER +ADDRESS]

WHEREAS CEYPETCO AND (NAME OF SELLER) ENTERED INTO AN AGREEMENT DATED ____ FOR THE SUPPLY BY (NAME OF SELLER) TO CEYPETCO OF ____ MT OF CRUDE OIL WITHIN THE PERIOD ____ ON DAP PORT COLOMBO TERMS (THE “**AGREEMENT**”); AND

WHEREAS ACCORDING TO THE AGREEMENT THE CRUDE OIL IS STORED AT ORUGODAWATTA AND/OR SAPUGASKANDA STORAGE FACILITIES (“STORAGE FACILITIES”) AT (ADDRESSES: _____) OWNED BY THE CEYPETCO; AND

WHEREAS THE CONSIGNEE OF CRUDE OIL UNDER THE AGREEMENT IS CEYPETCO AND CEYPETCO OBTAINS THE TITLE TO CRUDE OIL UPON ITS DISCHARGE AT THE COLOMBO PORT; AND

WHEREAS AS A COLLATERAL FOR THE PAYMENT FOR CRUDE OIL, (NAME OF SELLER) AND CEYPETCO AGREED THAT THE TITLE TO THE CRUDE OIL DISCHARGED AT COLOMBO PORT AND STORED AT THE STORAGE FACILITIES SHALL BE PLEDGED IN FAVOR OF (NAME OF SELLER) UNTIL SUCH TIME WHEN (NAME OF SELLER) RECEIVES PAYMENT IN FULL FOR THE DISCHARGE OF CRUDE OIL FROM THE COLOMBO PORT BY CEYPETCO;

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

PLEDGE

AS A GENERAL AND CONTINUING COLLATERAL SECURITY FOR THE PAYMENT BY CEYPETCO TO (NAME OF SELLER) OF THE PURCHASE PRICE FOR THE CRUDE OIL UNDER THE AGREEMENT, CEYPETCO HEREBY IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF SRI LANKA DOES HEREBY PLEDGE AND CHARGE TO AND IN FAVOR OF (NAME OF SELLER), HEREUNTO PRESENT AND ACCEPTING THE TITLE AND PROPERTY TO THE CRUDE OIL DELIVERED BY (NAME OF SELLER) TO CEYPETCO UNDER THE AGREEMENT AS DEFINED HEREABOVE.

CRUDE OIL IS PHYSICALLY LOCATED AT THE STORAGE FACILITIES AT THE FOLLOWING ADDRESSES:

_____TANK # ____, SRI LANKA.

_____TANK # ____, SRI LANKA.

CEYPETCO HEREBY UNDERTAKES:

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

THE PLEDGE WILL BE LIFTED UPON RECEIPT BY (NAME OF SELLER) OF THE PAYMENT IN FULL OF THE PURCHASE PRICE FROM CEYPETCO TO (NAME OF SELLER)'S BANK ACCOUNT FOR THE QUANTITY CERTIFIED AT THE PORT OF DISCHARGE BY THE INDEPENDENT INSPECTOR. THE VALUE OF THE PLEDGE WILL REDUCE AS AND WHEN PAYMENTS ARE MADE BY CEYPETCO FOR EACH WITHDRAWAL OF CRUDE OIL 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

Annex – 'H'

AN IRREVOCABLE, NON-ASSIGNABLE & NON-TRANSFERABLE DOCUMENTARY LETTER OF CREDIT ESTABLISHED THROUGH **BANK OF CEYLON, COLOMBO.**

PLEASE ISSUE BELOW IRREVOCABLE DOCUMENTARY LETTER OF CREDIT TO BE ADVISED TO

QUOTE

WE HEREBY ISSUE OUR IRREVOCABLE, NON-ASSIGNABLE & NON-TRANSFERABLE DOCUMENTARY LETTER OF CREDIT NO. _____ DATED _____ AS PER FOLLOWING DETAILS:

APPLICANT :
CEYLON PETROLEUM CORPORATION
609, DR. DANISTER DE SILVA MAWATHA
BASELINE ROAD, DEMATAGODA, COLOMBO 09
SRI LANKA.

BENEFICIARY :
.....
.....
.....
.....

AMOUNT :

AVAILABLE WITH :

EXPIRY : /

COVERING

700,000 U.S. BARRELS PLUS/MINUS 5% MURBAN CRUDE OIL – H.S. CODE 2709:00:10
DAP COLOMBO, SRI LANKA (INCOTERMS 2010)

PORT OF LOADING : JEBEL DHANNA, U.A.E. AND/OR FUJAIRAH, U.A.E.

PORT OF DISCHARGE : COLOMBO, SRI LANKA

LATEST SHIPMENT DATE :

PRICE :

DAP COLOMBO, SRI LANKA (INCOTERMS 2010) PRICE PER NET U.S. BARREL OF MURBAN CRUDE OIL IN UNITED STATES DOLLARS SHALL BE "MURBAN ADNOC" FOB PRICE PER NET U.S. BARREL CHARGED BY ABU DHABI NATIONAL OIL COMPANY ("ADNOC") TO TERM CUSTOMERS (I.E. GOVERNMENT SELLING PRICE) FOR LIFTINGS OF MURBAN CRUDE OIL LIFTED BY THEM OVER THE MONTH BELONGS TO THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN AT COLOMBO, SRI LANKA **(I.E. THE MONTH OF,)** PLUS A FIXED PREMIUM OF **USD** **PER NET U.S. BARREL (UNITED STATES DOLLARS PER NET U.S. BARREL).**

THE FINAL UNIT PRICE SHALL BE ROUNDED TO THREE (3) DECIMAL PLACES AND THE FOLLOWING ARITHMETIC RULES SHALL BE APPLIED TO DO THIS:

- (I) IF THE FOURTH DECIMAL PLACE IS FIVE (5) OR GREATER THAN FIVE (5) THEN THE THIRD DECIMAL PLACE SHALL BE ROUNDED UP TO THE NEXT DIGIT.
- (II) IF THE FOURTH DECIMAL PLACE IS LESS THAN FIVE (5) THEN THE THIRD DECIMAL PLACE WILL BE UNCHANGED.

SELLER'S COMMERCIAL INVOICE SHALL BE BASED ON THE B/L QUANTITY IN U.S. BARRELS.

THE L/C AMOUNT IS TO FLUCTUATE AUTOMATICALLY TO REFLECT CHANGES IN ADNOC PRICE AS PER L/C EVEN IF BELOW/IN EXCESS OF THE L/C AMOUNT WITHOUT FURTHER AMENDMENT FROM THE APPLICANT/APPLICANT'S BANK.

PARTIAL SHIPMENTS : NOT ALLOWED
TRANSHIPMENT : NOT ALLOWED

AVAILABLE WITH **BY NEGOTIATION** AT 30 CALENDAR DAYS AFTER THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN [FIRST DAY OF THE TWO DAY DELIVERY LAYCAN TO COUNT AS DAY ZERO) FOR ONE HUNDRED (100) PERCENT OF INVOICE VALUE AGAINST THE FOLLOWING DOCUMENTS;

1. BENEFICIARY'S MANUALLY SIGNED ORIGINAL COMMERCIAL INVOICE BASED ON THE NET B/L QUANTITY IN U.S. BARREL @ 60 OF (IN AIR).
2. FULL SET 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 CHARTER PARTY. EACH ORIGINAL B/L TO BE MANUALLY SIGNED BY THE MASTER OF THE VESSEL OR OWNER OR AGENT ON BEHALF OF THE MASTER OR OWNER.
3. MANUALLY SIGNED ORIGINAL CERTIFICATE OF QUANTITY AND QUALITY AT LOAD PORT ISSUED BY ABU DHABI NATIONAL OIL COMPANY (ADNOC), U.A.E. OR BY ABU DHABI COMPANY FOR ONSHORE PETROLEUM OPERATIONS LTD. (ADNOC ONSHORE). **IN THE EVENT OF ABSENCE OF ORIGINAL CERTIFICATE, COPY OF THE ORIGINAL CERTIFICATE CAN BE ACCEPTED AFTER AUTHENTICATED BY THE SUPPLIER.**
4. MANUALLY SIGNED ORIGINAL CERTIFICATE OF QUANTITY AT LOAD PORT ISSUED OR ENDORSED BY THE INDEPENDENT INSPECTOR.
5. MANUALLY SIGNED ORIGINAL CERTIFICATE OF U.A.E. ORIGIN ISSUED BY ABU DHABI NATIONAL OIL COMPANY (ADNOC), U.A.E. OR BY ABU DHABI COMPANY FOR ONSHORE PETROLEUM OPERATIONS LTD. (ADNOC ONSHORE). **IN THE EVENT OF ABSENCE OF ORIGINAL CERTIFICATE, COPY OF THE ORIGINAL CERTIFICATE CAN BE ACCEPTED AFTER AUTHENTICATED BY THE SUPPLIER.**
6. MANUALLY SIGNED ORIGINAL CERTIFICATE OF SHIP ARRIVAL QUANTITY AND OUT-TURN QUANTITY AT DISCHARGE PORT COLOMBO ISSUED BY THE INDEPENDENT INSPECTOR.

ADDITIONAL INSTRUCTIONS:

1. ALL BANK CHARGES INCURRED BY APPLICANT'S BANK ARE FOR APPLICANT'S ACCOUNT. ALL BANK CHARGES OUTSIDE SRI LANKA INCLUDING CONFIRMATION CHARGES (IF ADDED AT BENEFICIARY'S REQUEST) AND REIMBURSEMENT CHARGES ARE FOR BENEFICIARY'S ACCOUNT.
2. DOCUMENTS PRESENTED LATER THAN 21 DAYS AFTER THE BILL OF LADING DATE BUT WITHIN THE VALIDITY OF THE LETTER OF CREDIT ARE ACCEPTABLE.
3. IF THE PAYMENT DUE DATE FALLS ON A SATURDAY OR NON-MONDAY BANK HOLIDAY IN NEW YORK, U.S.A., THEN PAYMENT SHALL BE EFFECTED ON THE LAST PRECEDING BANKING DAY IN NEW YORK, U.S.A. IF THE PAYMENT DUE DATE FALLS ON A SUNDAY OR MONDAY BANK HOLIDAY IN NEW YORK, U.S.A., THEN PAYMENT SHALL BE EFFECTED ON THE FIRST FOLLOWING BANKING DAY IN NEW YORK, U.S.A.
4. CHARTER PARTY BILL OF LADING IS ACCEPTABLE.
5. TANKER BILL OF LADING IS ALSO ACCEPTABLE.
6. PARTIAL SHIPMENT PROHIBITED. PARTIAL DRAWINGS ALLOWED.
7. INDEPENDENT INSPECTOR WHO ISSUED OR ENDORSED CERTIFICATE OF QUANTITY AT THE LOAD PORT AND CERTIFICATE OF SHIP ARRIVAL QUANTITY AND OUT-TURN QUANTITY AT THE DISCHARGE PORT SHOULD BE DIFFERENT.
8. NEGOTIATING BANK IS ALLOWED TO ADD CONFIRMATION TO THIS L/C WITH COST TO BENEFICIARY.
9. COMMERCIAL INVOICE SHOULD CLEARLY INDICATE THE NET B/L QUANTITY AND UNIT PRICE PER NET U.S. BARREL.
10. QUANTITY ON SHIPPING DOCUMENTS SHOWING METRIC TONS / US BBLs AT 60F / U.S. BARRELS AT 60 DEGREES FAHRENHEIT / LONG TONS IS ALSO ACCEPTABLE.
11. IN THE ABSENCE OF ANY EXPRESS PROVISIONS TO THE CONTRARY, THIS LETTER OF CREDIT WILL BE GOVERNED BY THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO.600 OR ANY REVISION OR AMENDMENT THERETO AS MAY BE IN FORCE FROM TIME TO TIME.

12. FIRST DAY OF THE TWO DAY DELIVERY LAYCAN IS AND THE MONTH BELONGS TO THE FIRST DAY OF THE TWO DAY DELIVERY LAYCAN IS
13. IN THE EVENT THAT ORIGINAL SHIPPING DOCUMENTS SPECIFIED IN FIELD 46A ARE TEMPORARILY UNAVAILABLE FOR PRESENTATION, PAYMENT WILL BE MADE AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS:
- (I) BENEFICIARY'S MANUALLY SIGNED ORIGINAL COMMERCIAL INVOICE AS MENTIONED IN THE L/C.
 - (II) PHOTOCOPY OF SHIP ARRIVAL QUANTITY AND OUT-TURN QUANTITY AT DISCHARGE PORT COLOMBO ISSUED BY THE INDEPENDENT INSPECTOR AS MENTIONED IN THE L/C.
 - (III) DULY MANUALLY SIGNED BENEFICIARY'S LETTER OF INDEMNITY IN THREE ORIGINALS IN THE FORMAT BELOW:

QUOTE

DATE:

TO: CEYLON PETROLEUM CORPORATION
609, DR. DANISTER DE SILVA MAWATHA,
BASELINE ROAD, DEMATAGODA, COLOMBO 09
SRI LANKA.

FROM:
.....
.....
.....

DEAR SIRS,

WE REFER TO A CARGO OF [] METRIC TONS / [] BBLS OF MURBAN CRUDE OIL SHIPPED ON BOARD THE TANKER [] AT THE PORT OF [] PURSUANT TO BILLS OF LADING DATED [] AND LETTER OF CREDIT NUMBER [] DATED [] ISSUED BY **BANK OF CEYLON, COLOMBO FOR THE SHIPMENT NO.**

ALTHOUGH WE HAVE SOLD AND TRANSFERRED TITLE OF THE SAID PRODUCT TO YOU, WE HAVE BEEN UNABLE TO PROVIDE YOU WITH THE ORIGINAL SHIPPING DOCUMENTS AS STIPULATED IN THE CONTRACT.

IN CONSIDERATION OF YOU PAYING THE FULL PURCHASE PRICE OF U.S. DOLLARS [] ON PAYMENT DUE DATE IN ACCORDANCE WITH THE CONTRACT, WE HEREBY EXPRESSLY WARRANT THAT:

- (1) WE HAVE MARKETABLE TITLE, FREE AND CLEAR OF ANY LIEN OR ENCUMBRANCE TO THE ABOVE PRODUCT AND
- (2) WE HAVE THE FULL RIGHT AND AUTHORITY TO TRANSFER SUCH TITLE AND EFFECT DELIVERY OF SUCH PRODUCT TO YOU.

WE FURTHER AGREE TO EXERCISE OUR UTMOST EFFORTS TO LOCATE AND TO SURRENDER THESE DOCUMENTS TO YOU AS SOON AS POSSIBLE AND TO PROTECT, INDEMNIFY AND SAVE YOU HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, COSTS , COUNSEL FEES AND ANY OTHER REASONABLE EXPENSES WHICH YOU MAY SUFFER BY REASON OF THE ORIGINAL SHIPPING DOCUMENTS REMAINING OUTSTANDING, OR BREACH OF THE WARRANTIES GIVEN ABOVE , INCLUDING BUT NOT LIMITED TO , ANY CLAIMS AND DEMANDS WHICH MAY BE MADE BY A HOLDER OR TRANSFEREE OF THE ORIGINAL SHIPPING DOCUMENTS OR BY ANY OTHER THIRD PARTY CLAIMING AN INTEREST IN OR LIEN ON THE PRODUCT OR PROCEEDS THEREOF.

THIS LETTER OF INDEMNITY SHALL, WHETHER RETURNED OR NOT, EXPIRE OR TERMINATE AUTOMATICALLY AT THE MOMENT UPON OUR TENDERING TO YOU THE ORIGINAL DOCUMENTS AS STIPULATED IN THE CONTRACT.

OUR OBLIGATION TO INDEMNIFY YOU IS, OF COURSE, SUBJECT TO THE CONDITION THAT YOU SHALL GIVE US PROMPT NOTICE OF ASSERTION OF ANY CLAIM (S) AND FULL OPPORTUNITY TO CONDUCT, IN A TIMELY MANNER, THE DEFENCE THEREOF AND THAT YOU SHALL NOT SETTLE ANY SUCH CLAIM (S) WITHOUT OUR PRIOR WRITTEN APPROVAL, SUCH APPROVAL NOT TO BE UNREASONABLY WITHHELD.

THE INDEMNITY SHALL BE GOVERNED BY LAWS OF SRI LANKA AND DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS LETTER OF INDEMNITY NOT SETTLED BY NEGOTIATION BETWEEN SELLER AND BUYER SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION IN SRI LANKA IN ACCORDANCE WITH THE UNCITRAL (UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW) ARBITRATION RULES. THE TRIBUNAL SHALL CONSIST OF THREE ARBITRATORS, ONE TO BE APPOINTED BY THE SELLER, ONE BY BUYER AND TWO ARBITRATORS THUS APPOINTED SHALL CHOOSE THE THIRD ARBITRATOR. ARBITRATION SHALL BE A CONDITION PRECEDENT TO THE INSTITUTION OF ANY LEGAL ACTION BY EITHER PARTY AGAINST THE OTHER. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.

YOURS FAITHFULLY,

.....
.....,
.....,
.....

DATED

UNQUOTE

REIMBURSEMENT INSTRUCTIONS:

1. ORIGINAL DOCUMENTS SHOULD BE SENT BY COURIER SERVICE DIRECT TO **BANK OF CEYLON, CORPORATE IMPORTS DEPARTMENT, NO. 01, BANK OF CEYLON MAWATHA, COLOMBO 01, SRI LANKA.**
2. UPON RECEIPT OF ORIGINAL DOCUMENTS HAVING NEGOTIATED IN STRICT CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS CREDIT, WE, **BANK OF CEYLON, CORPORATE IMPORTS DEPARTMENT, NO. 01, BANK OF CEYLON MAWATHA, COLOMBO 01, SRI LANKA** UNDERTAKE TO COVER YOU AT MATURITY IN ACCORDANCE WITH YOUR INSTRUCTIONS.