



## **ADDENDUM NO. 01**

**MINISTRY OF ENERGY  
CEYLON PETROLEUM CORPORATION**

**BIDDING DOCUMENT**

**PROCUREMENT OF GAS OIL 500 PPM MAX. SULPHUR (AUTO  
/ HIGH SPEED DIESEL), GAS OIL 10 PPM MAX. SULPHUR AND  
GASOLINE 92 UNL (PETROL92 OCTANE) FOR THE  
CEYLON PETROLEUM CORPORATION  
UNDER INDIAN LINE OF CREDIT**

**BID REF: ME/CPC/ILOC/FEB-2022**

**ISSUED ON : 02/02/2022**

**IMPORTANT**

**Bidders are hereby informed that the following amendments are made to the bidding document which was already published by CPC on 02<sup>nd</sup> February 2022.**

**Amendment No. 1 :**

1. Bidders are hereby informed that the bidding for product Jet A-1 and combined cargos of GAS OIL 500 PPM MAX. SULPHUR (AUTO / HIGH SPEED DIESEL), GAS OIL 10 PPM MAX are included in the bidding document and requested to bid accordingly,
2. In the bidding document wherever appearing as  
 "GAS OIL 500 PPM MAX. SULPHUR (AUTO / HIGH SPEED DIESEL), GAS OIL 10 PPM MAX. SULPHUR AND GASOLINE 92 UNL (PETROL 92 OCTANE)"  
 Should be replaced with  
**"GAS OIL 500 PPM MAX. SULPHUR (AUTO / HIGH SPEED DIESEL), GAS OIL 10 PPM MAX. SULPHUR, GASOLINE 92 UNL (PETROL 92 OCTANE) AND JET A-1"**
3. Wherever appearing "Employer" should be replaced with "Buyer"
4. Sub clauses of 16.7 & 16.8 under clause 16, Terms of Payment under Section IV, Condition of Contacts (Page 86) shall not be applicable
5. Sub clause 28.3 under clause 28, Warranty under Section IV, Condition of Contacts (Page 92) shall not be applicable

**Amendment No. 2 :**

Bid Submission form for JET A-1 has been added after page No. 55 as 55.1, 55.2, 55.3, 55.4 and 55.5 as **Jet A-1 Bid Submission form** (Attached herewith).

**Amendment No. 3 :**

Bid Submission form for combined cargo Gas Oil 500 ppm Max. Sulphur and Gas Oil 10 ppm Max. Sulphur has been added after page No. 55 as 55.6, 55.7, 55.8, 55.9, 55.10 and 55.11 as **Combined Cargo Bid Submission form** (Attached herewith).

**Amendment No. 4 :**

The sub clause 4.1.4 should be replaced as follows.

The Buyer shall 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 and using internationally accepted sampling and analytical/testing methods stipulated in relevant specification sheet as per **Annex - 'A', Annex - 'B', Annex - 'C' & Annex - 'D'**.

**Amendment No. 5 :**

The following content should be added to the **end of the 3.1.1.4** under Technical Specification (Page No. 66)

In the event if a combine cargo of Gas Oil 500 ppm Max. Sulphur and Gas Oil 10 ppm Max. Sulphur will be delivered at Colombo through Dolphin Tanker Berth (DTB). The vessel should be capable of discharging both products simultaneously through two adjoining manifolds at a minimum discharging rate of 270 m<sup>3</sup> per hour and 400 m<sup>3</sup> per hour through two lines of 10 inch and 12 inch diameter respectively while maintaining pressure at vessel's manifolds from 10.0 kg/cm<sup>2</sup> to 12.5 kg/cm<sup>2</sup> respectively.

**Amendment No. 6:**

The following paragraph should be added before the item a) under the clause ITB 14 (Page 29-30) Bid Prices and Discounts in C. Preparation of Bids

DAP Colombo price for Jet A-1 shall be calculated as follows:

Price offered for Jet A-1 in USD per barrel on **DAP Colombo Basis (Incoterms 2010)** should be the average of the Mids of fob Singapore price of Jet Kero under the heading of **“Platts Singapore Middle Distillates Assessment”** on the first day of the two day delivery laycan, two days immediately before and two days immediately after the first day of the two day delivery laycan (If there is no publication on the first day of the two day delivery laycan then two days immediately before and two days immediately after the first day of the two day delivery laycan are to be taken into account) plus a fixed Premium/Discount for the payment.

**Amendment No. 7:**

The following paragraph should be changed under item C) in the clause **ITB 35.4**, Bid Prices and Discounts in E. Evaluation and Comparison of Bids (Page 34)

“Commercial & Financial evaluation is based on DAP (Delivered At Place) value calculated based on the Mids of FOB Singapore quotations for Gas Oil 500 ppm under the heading “Platts Singapore Middle Distillates Assessments” for Gas Oil 500 ppm Max. Sulphur , Gas Oil 10 ppm under the heading “Platts Singapore Middle Distillates Assessments” for Gas Oil 10 ppm Max. Sulphur, Gasoline 92 UNL under the heading “Platts Singapore Light Distillates Assessments” and **Jet Kero under the heading “Platts Singapore Middle Distillates Assessments”** in Platts Markets can which were last published before the tender closing date plus/minus the Premium/Discount.”

**Amendment No. 8:**

Bidders are allowed to bid for one shipment (lot) or several shipments (lots) of each type of product Gas Oil 500 ppm Max. Sulphur, Gas Oil 10 ppm Max. Sulphur, Gasoline 92 UNL, Jet A-1 and Combined shipment of Gas Oil 500 ppm Max. Sulphur / Gas Oil 10 ppm Max. Sulphur within the total cumulative DAP value of USD 500 million.

Depending on the price quoted for one or several shipments of each product and/or product combinations, the lowest responsive bidder or bidders for each product and/or product combinations would be selected and ranked.

Award will be made based on the ranking and the number of shipments quoted and as required by purchaser.

**The bidders who will submit bids with earliest delivery of cargo at colombo will be given priority during the evaluation.**

**Amendment No. 9:**

The entire page should be replaced in the price schedule as follows (Page 58) – **Annex E**

**Amendment No. 10:**

The table should be replaced under the heading to List of Goods and Delivery Schedule (Page 63) with the table – **Annex F**

**Amendment No. 11:**

The clause should be added as **the paragraph 3.1** under the Section VII. Contract Data CC 16.1 before point No. 4 (Page 105)

The method and conditions of payment to be made to the supplier under this Contract shall be as follows

DAP Colombo price for **Jet A-1** shall be calculated as follows:

Price for each and every shipment for **Jet A-1 in USD per on DAP Colombo Basis (Incoterms 2010)** shall be determined based on the average of the Mids of FOB Singapore price of Jet Kero published in Platts market scan under the heading **“Platts Singapore Middle Distillates Assessments”**, on the first day of the two day delivery laycan, two days immediately before and two days immediately after the first day of the two day delivery laycan (if there is no publication on the first day of the two day delivery laycan then two days immediately before and two days immediately after the first day of the two day delivery laycan are to be taken into account) plus a fixed premium /discount for the **in United State Dollar ..... (USD .....)** per barrel

**Amendment No. 12:**

The table under item No. 5 quantity in the **Draft Contract Agreement** should be replaced with the following table (Page 117).

Product	Quantities to be delivered / purchased		No. of shipments
	Total contractual quantity	Per shipment quantity	
Gas Oil 500 ppm Max. Sulphur	.....Bbls +10/-5% of Gas Oil 500 ppm Max. Sulphur	300,000 Bbls +10/-5%	.....
Gas Oil 10 ppm Max. Sulphur	.....Bbls +10/-5% of Gas Oil 10 ppm Max. Sulphur	300,000 Bbls +10/-5%	.....
Gasoline 92 UNL (Petrol 92 Octane)	.....Bbls +10/-5% of Gasoline 92 UNL	300,000 Bbls +10/-5%	.....
JET A-1	.....Bbls +10/-5% of JET A-1	300,000 Bbls +10/-5%	..... Maximum 3 Shipments will be allowed to bid
Supply of combined cargo Gas Oil 500 ppm Max. Sulphur and Gas Oil 10 ppm Max. Sulphur	..... Bbls +10/-5% of Gas Oil 500 ppm Max. Sulphur	227,500 Bbls +10/-5%	..... Maximum 2 Shipments will be allowed to bid
	.....Bbls +10/-5% of Gas Oil 10 ppm Max. Sulphur	52,500 Bbls +10/-5%	

**Amendment No. 13:**

The following paragraph should be added under the clause 11.**DAP Colombo Price / Payment** after sub clause 11.3. (Page 123)

DAP Colombo price for **Jet A-1** shall be calculated as follows:

Price offered for Jet A-1 in USD per barrel on **DAP Colombo basis (Incoterms 2010)** shall be the average of the Mids of FOB Singapore price of Jet Kero published in platts market scan under the heading "**Platts Singapore Middle Distillates Assessments**", on the first day of the two day delivery laycan, two days immediately before and two days immediately after the first day of the two day delivery laycan (if there is no publication on the first day of the two day delivery laycan then two days immediately before and two days immediately after the first day of the two day delivery laycan are to be taken into account) plus a fixed Premium/Discount in **United State Dollar .....** (**USD .....**) per barrel

**Amendment No. 14:**

The following content should be added to **under 17.Vessel Requirements at the end of the 17.1.4.** (Page 130)

In the event if a combined cargo of Gas Oil 500 ppm Max. Sulphur and Gas Oil 10 ppm Max. Sulphur will be delivered at Colombo through Dolphin Tanker Berth (DTB). The vessel should be capable of discharging both products simultaneously through two adjoining manifolds at a minimum discharging rate of 270 m<sup>3</sup> per hour and 400 m<sup>3</sup> per hour through two lines of 10 inch and 12 inch diameter respectively while maintaining pressure at vessel's manifolds from 10.0 kg/cm<sup>2</sup> to 12.5 kg/cm<sup>2</sup> respectively.

**Amendment No. 15:** (Page 33)

Deadline for submission of bids under clause ITB 23.1 should be changed to **22<sup>nd</sup> February 2022** instead of **15<sup>th</sup> February 2022** at 1500 hours. Further, date and time under ITB 26.1 should be changed to **22<sup>nd</sup> February 2022** instead of 15th **February 2022** at 1500 hours

**Amendment No. 16:** (Page 33)

The content of the ITB 23 should be amended and replaced as follows.

In the event of online submission, the web link (URL) to upload the bid, shall be circulated among the prospective bidders on or before 1500 hours. (Sri Lankan time) on **18<sup>th</sup> February 2022**. URL will be activated immediately after sharing the link with prospective bidders for uploading of offers and it will be blocked after 1500 hours on **22<sup>nd</sup> February 2022**. However, it is the responsibility of the bidder to submit the bid in electronic format as above and the delay of submitting bids through email will not be considered by CPC under any circumstances.

**Amendment No.17:** (Page 32)

The sub clause C) of the clause ITB 22 should be amended and replaced as follows.

The web link (URL) to upload the bid shall be circulated among the prospective bidders on or before 1500 hrs. (Sri Lankan time) on **18<sup>th</sup> February 2022**. URL will be activated immediately after sharing the link with prospective bidders for uploading of offers and it will be blocked after 1500 hours on **22<sup>nd</sup> February 2022**.

**Amendment No.18:** (Page 31)

Bid Validity Period of the ITB 19.1 should be amended and replaced as follows.

The bid shall **valid until 24<sup>th</sup> March 2022 (30 days)** from the date of opening of bids.

**Amendment No.19:** (Page 31)

Bid Security Period of the ITB 20.2 should be amended and replaced as follows.

“The amount of the Bid Security shall be USD **300,000.00** the validity period of the bid security shall be until **21<sup>st</sup> April 2022 (58 days) from the date of opening of bids**”.

**Amendment No. 20:** (Page 33)

Bid opening of the ITB 26.1 should be amended and replaced as follows.

The bid opening shall take place at: Ministry of Energy, No. 80, Sir Earnest De Silva Mawatha, Colombo 07.

Date:-**22<sup>nd</sup> February 2022 Time: 1500 hours**

There will also be Facilitates for Bidders to participate for the Bid opening via online Facilities and the Link will be provided duly.

**Amendment No. 21:**

Clause CC 7.1 under the section VII. Contract Data should be amended and replaced as follows (Page 98).

**Minimum 75% of goods supplied under this contract shall have their origin in India and shall comply with applicable standard specified by CPC.**

Bidder shall ensure that the product offered are in conformity with the relevant specifications given in;

1. Annex - 'A' for Gas Oil 500 ppm Max. Sulphur. Bidder shall state the compliance to the specifications in Annex - 'A-1' for Gas Oil 500 ppm Max. Sulphur & submit along with the bid.
2. Annex – 'B' for Gas Oil 10 ppm Max. Sulphur. Bidder shall state the compliance to the specifications in Annex - 'B-1' for Gas Oil 10 ppm & submit along with the bid.
3. Annex - 'C' for Gasoline (92 UNL) bidder shall state the compliance to the specifications in Annex - 'C-1' for Gasoline (92 UNL) & submit along with the bid
4. Annex – 'D' for Jet A-1 bidder shall state the compliance to the specifications in Annex - 'D-1' submit along with the bid.”

**Amendment No. 22:**

A specification for Jet A-1 has been incorporated end of page the 143 as **page 143.1** as **Annex - 'D'**

**Amendment No. 23:** (Page 5-6)

Clauses of 3.2 under ITB Section I should be amended as follows.

In further pursuance of this policy, Bidder shall permit and shall cause its agents (whether declared or not), sub-contractors, service providers or suppliers to permit the Government of Sri Lanka, the Government of India and Exim Bank to inspect all accounts, records and other documents relating to the submission of the bid and contract performance (in case of an award), and to have them audited by auditors appointed by the Government of India and Exim Bank.

**Amendment No. 24:**

The sub clause 9.1 of the clause 9 of the Draft Agreement should be amended and replaced as follows. (Page 121-122)

If the quality of any or all of the product/(s) at the discharge port does (do) not meet/comply with the contractual specifications specified under **Annex A, Annex B and Annex C and Annex D** with respect to any of the parameters indicated therein, subject to Sub Clause 8.7., the Buyer reserves the right to reject the full consignment on board the vessel or part of the consignment as the case may be.

In such a case if the seller is obliged to provide a replacement cargo at the request of the successful Supplier/Bidder without any additional cost to the CPC within the first twenty (20) days from the date of rejection of the original Cargo no any additional cost will be charged by CPC from the successful Supplier/Bidder. Determination of the new laycan will be at the discretion of CPC. However, CPC shall not unreasonably delay the allocation of an alternative delivery laycan.



If the seller is obliged to provide a replacement cargo at the request of the successful Supplier/Bidder without any additional cost to the CPC after the first twenty (20) days from the date of rejection of the original cargo subject to payment of zero point zero five percent (0.05%) of the dap "value of the rejected cargo" per day pro-rata basis by the successful Supplier/ Bidder to CPC for the period commencing from the 2400 hrs. of the twentieth (20<sup>th</sup>) day from the date of rejection of the cargo until the replacement cargo is delivered at Colombo (i.e. up to the notice of readiness (nor) tendered time) during the new laycan. value of the rejected cargo shall be determined, based on the B/L quantity, the first day of the agreed two day delivery laycan of the rejected cargo and as per the pricing clause of the tender.

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

**Amendment No. 25:**

The sub clause 9.6 of the clause 9 of the Draft Agreement should be amended and replaced as follows

"In the event the CPC deciding, at its sole discretion, not to request a replacement cargo for the product, no any recovery of damages or losses for CPC from the successful Bidder / Supplier."

**Amendment No. 26:**

The clause 1.8 of the CC 27.1 of the Condition of Contact should be amended and replaced as follows (Page 108)

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 one percent (0.1%)** of the dap value per day pro-rata for each day of delay after 2400 hours of the last day of the two day delivery laycan until vessel tender nor at discharge port at Colombo. If the delay exceeds six (6) days after the last date of the agreed delivery laycan without obtaining prior approval, CPC will reserve the right to terminate the contract.

**Amendment No. 27:**

The clause 1.1 of the CC 28 of the Condition of Contact should be amended and replaced as follows (Page 111)

"If the quality of any or all of the product/(s) at the discharge port does (do) not meet/comply with the contractual specifications specified under **Annex - 'A', Annex B and Annex C and Annex D** with respect to any of the parameters indicated therein, subject to Sub Clause 8.7., the Buyer reserves the right to reject the full consignment on board the vessel or part of the consignment as the case may be.

In such a case if the Seller is obliged to provide a replacement cargo at the request of the successful Supplier/Bidder without any additional cost to the CPC within the first twenty (20) days from the date of rejection of the original cargo no any additional cost will be charged by CPC from the successful Supplier/Bidder. Determination of the new laycan will be at the discretion of CPC. However, CPC shall not unreasonably delay the allocation of an alternative delivery laycan.

If the seller is obliged to provide a replacement cargo at the request of the successful Supplier/Bidder without any additional cost to the CPC after the first twenty (20) days from the date of rejection of the original cargo subject to payment of **Zero point zero five percent (0.05%)** of the dap "value of the rejected cargo" per day pro-rata basis by the successful Supplier/ Bidder to CPC for the period commencing from the 2400 hrs. of the twentieth (20<sup>th</sup>) day from the date of rejection of the cargo until the replacement cargo is delivered at Colombo (i.e. up to the notice of readiness (nor) tendered time) during the new laycan. value of the rejected cargo shall be determined, based on the B/L quantity, the first day of the agreed two day delivery laycan of the rejected cargo and as per the pricing clause of the tender.

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

**Amendment No. 28:**

The clause 1.6 of the CC 28 of the Condition of Contact should be amended and replaced as follows (Page 111)

"In the event the CPC deciding, at its sole discretion, not to request a replacement cargo for the product, no any recovery of damages or losses for CPC from the successful Bidder / Supplier."

**Amendment No. 29:**

The clause 18.1 of the Draft Agreement should be amended and replaced as follows (Page 134).

The Seller is fully responsible to deliver the cargo within the agreed delivery date/laycan. Failure to comply with the agreed delivery date/laycan will make the Seller liable for liquidated damages of **Zero point one percent (0.1%)** of the DAP value per day pro-rata for each day of delay after 2400 hours. 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.

**Amendment No. 30:**

The clause 19.2 of the termination should be amended and replaced as follows (Page 135).

In the event of product specifications are not in conformity with the requirements given in Annex 'A', Annex 'B', Annex C and Annex D 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.

**Amendment No. 31:**

The word **"Price"** wherever appearing in the bidding document should be changed as **"Premium/ Discount"** except mentioned as **"FOB Singapore Price"**.

**Amendment No. 32:** (Page 100)

Add below clause as XIII under CC 13.1 of Section VII Contact Data

In the event if the above mention documents are temperory unavailabe at the time of payment negotiation paument shall be made at the maturity against the following documents.

- i. Disbursement of payment to the supplier for each and every shipment shall be accompanied by a payment authorization issued by the authorize signatory of Director General of Department of External Resources (ERD) General Treasury of Sri Lanka as prescribed in the IOC agreement between Government of Sri Lanka and Exim bank.
- ii. Presentation of beneficiary's manually signed original Commercial Invoice.
- iii. Presentation of ship arrival quantity report issued by the independent inspector at discharge port, Colombo.
- iv. Presentation of tank cleanliness & dry certificate issued by the independent inspector, confirming that the ship's tanks are clean & dry prior to loading.
- v. Presentation of quality certificate issued by the independent inspector at discharge port, Colombo.
- vi. Presentation of out-turn quantity report issued by the independent inspector at discharge port, Colombo.
- vii. Obtaining prior approval of CPC for such LOI format.

**Amendment No. 33:**

Wherever apprearing Letter of Credit / Letters of Credit either be deleted or not to be applicable other than Item a) of subclause 20.2 (Page 15)

**Amendment No. 34:**

The clause No. 7 of CC 18.1 Performance Security Guarantee should be amended and replaced as follows (Page 107).

“The performance security guarantee shall be in favour of Ceylon Petroleum Corporation”

**All other terms and conditions in the bidding document REF: ME/CPC/ILOC/FEB-2022 published on the CPC official website on 02<sup>nd</sup> February 2022 remain unchanged.**