



ADDENDUM NO. 02

**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 in addition to the Addendum No. 01 are made to the bidding document which was already published by CPC on 02nd February 2022.

Amendment No. 1 :

1. Secretary, Ministry of Energy Sri Lanka appeared in the clause ITB 1.1 and ITB 20.1 under the Section II. Bidding Data Sheet (BDS) and CC 1.1(h) under the Section VII. Contract Data should be replaced with "CPC"
2. Wherever appearing "CEYPETCO" and "CEYLON PETROLEUM CORPORATION" should be replaced with "CEYLON PETROLEUM CORPORATION (CPC)" excluding Emails and Web link.

Amendment No. 2 :

The clause 13.3 in page No. 126 under the Draft Contract Agreement should be amended and replaced as follows

"The place of arbitration shall be Singapore"

Amendment No. 3 :

The word "**Supplier**" appeared in the clause CC 32 under Contact data in the page 94 and the clause 23 under Draft Contract Agreement in the page 137 should be replaced with "**Supplier or/and Buyer**".

Amendment No. 4 :

The clause 7.4 should be amended and replaced as follows. (Page 118)

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 clause 7.10 should be amended and replaced as follows. (Page 119)

The seller shall cause the certificate referred to in clause 7.9 signed by the independent Inspector, submitted to the buyer prior to the loading. The Seller shall be responsible to load the cargo into the clean and dry tanks of the vessel as certified by the independent inspector.

Amendment No. 6 :

The clause 7.11 should be amended and replaced as follows. (Page 119)

In the event the product is loaded from different shore tanks, the seller shall cause the Independent Inspector to provide quality certificates in respect of each and every shore tanks.

Amendment No. 7 :

The clause 8.6 in the bidding document is not applicable (Page 120)

Amendment No. 8 :

The clause 8.9 should be amended and replaced as follows. (Page 121)

Under no circumstance further samples shall be drawn from ship's tanks other than the samples proposed under **sub clause 8.7**. to determine the quality of cargo at discharge port. Furthermore, under no circumstances any testing results from any other laboratories other than the CPSTL laboratory shall be entertained for final determination of the quality of the subject cargo.

Amendment No. 9 :

The clause 18.4 should be amended and replaced as follows. (Page 134)

If the Seller fails to deliver any full shipment unless agreed for an alternative in writing, buyer will reserve the right to encash the Performance Security Guarantee **to recover liquidated damages referred to in clause 18.1 and 18.2 above.**

Amendment No. 10 :

The clause 19.3 should be amended and replaced as follows. (Page 135)

By buyer, If the delay exceeds six (06) days after the last date of the agreed delivery laycan without obtaining prior approval from the Buyer

Amendment No. 11 :

In the format for Performance Security Guarantee (3rd paragraph of page 144) the word "irrevocably" should be replaced with "irrevocably unconditionally".

Amendment No. 12 :

The text "*[Insert date, thirty (30) days beyond the scheduled contract completion date]*"

mentioned in the **Format for Performance Security Guarantee** in the page 144 should be changed and replaced as below.

"[Insert date, ninety (90) days beyond the scheduled contract completion date]"

Amendment No. 13 :

The below clause should be incorporated to ITB as ITB 43.3 under the Section II. Bidding Data Sheet (BDS) (Page 35)

The successful supplier/bidder should ensure and clearly indicate in its offer that they provide a performance security guarantee upon the award. Failure to comply with this requirement shall be considered as a major deviation resulting to award being cancelled while the bid security guarantee being forfeited.

Amendment No. 14 :

The item GCC 10.2 (a) under the clause 10.2 should be amended and replaced as follows. (Page 99)

GCC 10.2 (a)—all disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the **United Nations Commission on International Trade Law (UNCITRAL)**, by one or more arbitrators appointed in accordance with said Rules.

Amendment No. 15 :

The word "**Supplier**" in the clause 30.Limitation of Liability under the Condition of Contract in the page 93-94 should be changed and replaced with "**Supplier or/and Buyer**".

Amendment No. 16 :

The clause 1.1 under Section I. Instructions to Bidders (ITB) should be amended and replaced as follows. (Page 5)

The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods incidental thereto as specified in **Section VI**, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and the number of consignments (individual contracts), if any, are provided in the BDS.

Amendment No. 17 :

The clause 3. 1 under Section I. Instructions to Bidders (ITB)/ General should be amended and replaced as follows. (Page 5)

Bidders are expected to observe highest standards of ethics in regard to prevention of corrupt and fraudulent/ prohibited practices as set forth in **National Procurement and Tender Administration Procurement Guidelines 2006**, Government of Sri Lanka and the Guidelines issued by the Government of India vide letter No. 21/3/2015-IDEAS dated December 7, 2015.

Amendment No. 18 :

The clause 4.7 under Section I. Instructions to Bidders (ITB)/ General should be amended and replaced as follows (Page 9).

A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website,

<https://www.treasury.gov.lk/web/procurement-guidelines-and-manuals/section/procurement%20manual>

Amendment No. 19 :

The clause 6.2 in the B. Contents of Bidding Documents is not applicable (Page 10)

Amendment No. 20 :

The following clause should be incorporated to the Section II. Bidding Data Sheet (BDS) as ITB 6.3 in page 28.

”Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail. **Document/ response clarification directly obtained from the purchaser shall mean Document/ response clarification which had followed the procedure set out in clause 7.1 below**”

Amendment No. 21 :

The clause 8.3 under the B. Contents of Bidding Documents should be amended and replaced as follows. (Page 11)

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to **ITB Sub-Clause 23.1**

Amendment No. 22 :

Wherever appearing "CPSTL" should be replaced with "**Ceylon Petroleum Storage Terminals Limited (CPSTL)**"

Amendment No. 23 :

The following clause should be incorporated under the Section II. Bidding Data Sheet (BDS) at the end of the ITB 20.1 item III.

CPC prefers to submit bank guarantee through Licensed Commercial banks in Sri Lanka, However direct guarantee through reputed Indian Banks will also be acceptable.

All other terms and conditions in the Addendum No. 01 on 11th February 2022 and the bidding document REF: ME/CPC/ILOC/FEB-2022 on 02nd February 2022 published in the CPC official website are remain unchanged.