



**CEYPETCO**  
ENERGIZING THE FUTURE

09<sup>TH</sup> FEBRUARY 2024

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**இலங்கை பெற்றோலியக் கூட்டுத்தாபனம்**  
**CEYLON PETROLEUM CORPORATION**

**RE: TENDER FOR THE EXPORT OF NAPHTHA – NN/02/2024**

CEYPETCO INVITES FIRM OFFERS FOR THE EXPORT OF EITHER 112,000 BBLs PLUS/MINUS 5 PCT OR 186,000 BBLs PLUS/MINUS 5 PCT OF NAPHTHA ON FOB COLOMBO BASIS (INCOTERMS 2010) FOR LOADING DURING LAYCAN 23-24/03/2024 EX DOLPHIN TANKER BERTH, COLOMBO.

**1. LAYTIME**

TWO DAY LOADING LAYCAN SHALL BE COMMENCED FROM 0001 HRS. OF THE FIRST DAY OF THE TWO DAY LOADING LAYCAN UP TO THE 2400 HRS. OF THE SECOND DAY OF THE TWO DAY LOADING LAYCAN.

LAYTIME FOR LOADING AT DOLPHIN TANKER BERTH, COLOMBO SHALL BE 96 HRS FOR 112,000 BBLs PLUS/MINUS 5 PCT AND 120 HOURS FOR 186,000 BBLs PLUS/MINUS 5 PCT. THE COMMENCEMENT OF LAYTIME SHALL BE DETERMINED IN THE FOLLOWING MANNER.

- (A) NOR SHOULD BE TENDERED BETWEEN 0700 AND 1700 HRS DURING LAYCAN 23-24/03/2024. IF NOR IS TENDERED AFTER 1700 HRS, FOR ALL PURPOSES IT WILL BE CONSIDERED THAT NOR HAS BEEN TENDERED AT 0700 HRS ON THE FOLLOWING DAY AND LAYTIME SHALL COMMENCE 06 HRS THEREAFTER OR AT THE TIME OF BERTHING, WHICHEVER IS EARLIER.
- (B) IF NOR IS TENDERED BEFORE THE COMMENCEMENT OF THE LAYCAN 23-24/03/2024, IT WILL BE CONSIDERED THAT NOR HAS BEEN TENDERED AT 0700 HRS ON THE FIRST DAY OF THE LAYCAN. LAYTIME SHALL IN SUCH CASE COMMENCE 06 HRS THERE AFTER OR AT THE TIME OF BERTHING, WHICHEVER IS EARLIER.
- (C) IF THE VESSEL IS BERTHED PRIOR TO THE LAYCAN 23-24/03/2024, AT THE REQUEST OF THE BUYER LAYTIME SHALL COMMENCE AT 0700 HRS ON THE FIRST DAY OF THE LAYCAN.
- (D) IF NOR IS TENDERED AFTER 1700 HRS OF THE SECOND DAY OF THE LAYCAN 23-24/03/2024, FOR ALL PURPOSES IT WILL BE CONSIDERED THAT NOR HAS BEEN TENDERED AT 0700 HRS ON THE FOLLOWING DAY AND LAYTIME SHALL COMMENCE SIX (6) HRS THEREAFTER OR AT THE TIME OF MOORING, WHICHEVER IS EARLIER.
- (E) IF NOR IS TENDERED AFTER THE SECOND DAY OF THE LAYCAN 23-24/03/2024, 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.

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609, டேனிஸ்டர் டி சில்வா மாவத்தா, கொழும்பு 09. 609, DR. DANISTER DE SILVA MAWATHA, COLOMBO 09, SRI LANKA.



0094 11 5455455 - 10 LINES



0094 11 5455400



cpcsec@ceypetco.gov.lk



www.ceypetco.gov.lk

## 2. SPECIFICATIONS:

CEYPETCO STANDARD SPECIFICATIONS FOR NAPHTHA ARE ATTACHED AS **ANNEXURE 'A'**.

2.1 BUYER MAY DRAW SAMPLES BEFORE LOADING FROM THE SHORE TANKS AND THE SAMPLES TO BE TESTED AT THE CEYLON PETROLEUM STORAGE TERMINALS LIMITED LABORATORY WHICH IS AN ISO 17025 ACCREDITED LABORATORY AND WITNESSED BY THE INDEPENDENT INSPECTOR.

## 3. PRICE:

PRICE OFFERED IN USD PER BBL ON **FOB COLOMBO BASIS (INCOTERMS 2010)** SHOULD BE THE AVERAGE OF THE MEAN OF NAPHTHA FOB SINGAPORE PRICE PUBLISHED IN "PLATTS MARKET SCAN" UNDER THE HEADING OF "PLATTS SINGAPORE LIGHT DISTILLATES ASSESSMENTS", FOR THREE DAYS CENTERED ON B/L DATE (IF NO ISSUE IS PUBLISHED ON B/L DATE THEN TWO ISSUES REFERRED TO ABOVE WILL BE TAKEN INTO ACCOUNT) PLUS A FIXED PREMIUM IN USD PER BBL.

## 4. QUALITY:

4.1. QUALITY OF NAPHTHA BASED ON THE SHORE TANK QUALITY CERTIFICATE TESTED AT CEYLON PETROLEUM STORAGE TERMINALS LIMITED LABORATORY WHICH IS AN ISO 17025 ACCREDITED LABORATORY AND WITNESSED BY THE INDEPENDENT INSPECTOR.

4.2. SELLER SHALL NOT BEAR ANY RESPONSIBILITY OF THE QUALITY AFTER LOADING ON TO A VESSEL NOMINATED BY THE BUYER.

## 5. QUANTITY MEASUREMENT AT LOAD PORT:

LOADING QUANTITY MEASUREMENT SHALL BE BASED ON THE SHORE TANK MEASUREMENT (B/L QUANTITY SHALL BE BASED ON SHORE TANK MEASUREMENT).

## 6. TITLE OF THE PRODUCT

TITLE OF THE PRODUCT SHALL BE PASSED ON TO THE BUYER AFTER PRODUCT PASSES ON TO THE VESSEL THROUGH MANIFOLD OF THE VESSEL AT LOADING PORT COLOMBO.

## 7. LOCAL AGENT

OFFER SHOULD INDICATE THE LOCAL AGENT'S NAME AND ADDRESS AND THE QUANTUM OF COMMISSION PAYABLE TO THE LOCAL AGENT (IF ANY), WHICH SHOULD BE EXCLUDED FROM THE PRICE QUOTED. THE LOCAL AGENT'S COMMISSION WILL BE ADDED TO THE INVOICE VALUE AND PAID IN SRI LANKA RUPEES.

IT IS REQUIRED TO SUBMIT THE REGISTRATION CERTIFICATE OF LOCAL AGENT 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.





## 8. PAYMENT:

BY **IRREVOCABLE AND CONFIRMED** L/C AT SIGHT FOR ADVISING THROUGH SAMPATH BANK, COLOMBO AND PROVISIONAL PRICE FOR ESTABLISHMENT OF L/C AS PER THE FORMULA INDICATED IN THE ABOVE CLAUSE NO.3 APPLICABLE ON THE DATE OF AWARD OF TENDER. L/C CONFIRMATION CHARGES AT SAMPATH BANK, COLOMBO SHOULD BE BORNE BY THE BUYER. OFFERS SUBMITTED FOR DEFERRED PAYMENT TERMS WILL NOT BE ENTERTAINED.

## 9. INSPECTION

QUALITY AND QUANTITY OF PRODUCT AT THE TIME OF LOADING IS TO BE DETERMINED BY INDEPENDENT INSPECTORS (INTERTEK / GEO CHEM / SB CONSORTIUM – SAYBOLT/ BUREAU VERITAS) AND THE COST OF INSPECTION TO BE SHARED EQUALLY BETWEEN THE BUYER AND SELLER.

## 10. BID SECURITY

### 10.1. CASH DEPOSIT IN UNITED STATES DOLLARS

- 10.1.1. PRIOR TO THE BID OPENING, BIDDERS SHALL DEPOSIT THE **UNITED STATES DOLLARS ONE HUNDRED THOUSAND (USD 100,000/=)** AMOUNT TO THE ACCOUNT NO. 0001450821 OPERATING IN BANK OF CEYLON, SRI LANKA.
- 10.1.2. THE CASH DEPOSIT SHOULD BE DEPOSITED FOR A MINIMUM THIRTY (30) DAYS FROM THE DATE OF CLOSING OF THE BID.
- 10.1.3. THE SLIP OF THE CASH DEPOSIT SHOULD BE SUBMITTED ALONG WITH THE BID FOR VERIFICATION BY CPC AND ONLY THE BIDS WITH FULLY VERIFIED PAYEMENTS WILL BE CONSIDERED FOR EVALUATION.

OR

### 10.2. BID SECURITY GUARANTEE

- 10.2.1. PRIOR TO THE BID OPENING, BIDDERS SHALL ESTABLISH A BID SECURITY GUARANTEE FOR **UNITED STATES DOLLARS ONE HUNDRED THOUSAND (USD 100,000/=)** FOR THE TENDER 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, 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.
- 10.2.2. THE BID SECURITY GUARANTEE SHALL BE VALID FOR A MINIMUM THIRTY (30) DAYS FROM THE DATE OF CLOSING OF THE BID. THE FORMAT OF BID SECURITY GUARANTEE IS ANNEXED HERETO AS ANNEX - 'B'.





- 10.3. 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.
- 10.4. 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 SEVEN (7) WORKING DAYS SUBSEQUENT TO WRITTEN INSTRUCTION FROM CEYPETCO TO ENTER INTO THE SAID CONTRACT.
- 10.5. THE BID SECURITY GUARANTEE OR CASH DEPOSIT OF THE SUCCESSFUL BIDDER WILL BE RETURNED ONLY AFTER THE SUBMISSION OF THE PERFORMANCE SECURITY GUARANTEE BY THE SUCCESSFUL BIDDER. CEYPETCO SHALL BE ENTITLED TO CALL ON THE BID SECURITY GUARANTEE UNLESS A PERFORMANCE SECURITY GUARANTEE IS PROVIDED BY THE SUCCESSFUL BIDDER, ON THE DATE SPECIFIED BY CEYPETCO.
- 10.6. THE BID SECURITY GUARANTEE OR CASH DEPOSIT FROM THE UNSUCCESSFUL BIDDERS WILL BE RETURNED TO THEM AFTER THE AWARD IS MADE TO THE SUCCESSFUL BIDDER.

**11. PERFORMANCE SECURITY GUARANTEE**

- (A) THE SUCCESSFUL BUYER /BIDDER **INCLUDING RECOGNIZED GOVERNMENT OWNED INSTITUTIONS / SUBSIDIARIES AND OIL MAJORS**, ON BEING NOTIFIED BY THE CEYLON PETROLEUM CORPORATION OF THE ACCEPTANCE OF HIS OFFER, SHALL FURNISH AT HIS OWN EXPENSE A PERFORMANCE SECURITY GUARANTEE AFTER THE DATE OF AWARD OF THE BID TO THE SUCCESSFUL TENDERER, WITHIN SEVEN (07) WORKING DAYS BY A LICENSED COMMERCIAL BANK IN SRI LANKA IN FAVOR OF CEYLON PETROLEUM CORPORATION AND PAYABLE TO THE CEYLON PETROLEUM CORPORATION ON DEMAND TO THE VALUE OF **UNITED STATES DOLLARS ONE HUNDRED THOUSAND (USD 100,000/=)**.
- (B) THE PERFORMANCE SECURITY GUARANTEE SHOULD BE VALID FOR 30 DAYS FROM THE SECOND DAY OF THE STIPULATED LOADING LAYCAN.
- (C) THE SUCCESSFUL BUYER/BIDDER SHOULD STRICTLY ADHERE TO **THE FORMAT OF PERFORMANCE SECURITY GUARANTEE WHICH IS ANNEXED HERETO AS ANNEX - 'C'**.
- (D) THE SUCCESSFUL BUYER/BIDDER SHOULD ENSURE AND CLEARLY INDICATE IN THEIR OFFER THAT **THEY PROVIDE A PERFORMANCE SECURITY GUARANTEE UPON THE AWARD. FAILURE TO COMPLY THIS REQUIREMENT WILL RESULT IN THE AWARD BEEN CANCELLED, AS IT IS CONSIDERED TO BE A MAJOR DEVIATION.**
- (E) IF THE SUCCESSFUL BUYER/BIDDER, FAILS TO FURNISH THE PERFORMANCE SECURITY GUARANTEE AS AFORESAID, THE SUCCESSFUL BIDDER'S NAME WILL BE PLACED IN THE LIST OF DEFAULTING BIDDER. CEYPETCO SHALL THEREFORE, BE ENTITLED IN ITS ABSOLUTE DISCRETION TO MAKE SUITABLE ARRANGEMENTS REQUIRED FOR THE PERFORMANCE OF SUCH TENDER, AS THE CASE MAY BE, AT THE RISK AND EXPENSE OF SUCH DEFAULTED BIDDER.





- (F) THE SUCCESSFUL BUYER/BIDDER, IN THE EVENT OF HIS FAILURE TO FURNISH THE PERFORMANCE SECURITY AS REQUIRED UNDER THIS TENDER DOCUMENT, SHALL BE LIABLE FOR ANY LOSSES, COSTS, EXPENSES AND DAMAGES, WHICH CEYPETCO MAY SUSTAIN IN CONSEQUENCE OF SUCH FAILURE AND THE PERFORMANCE SECURITY GUARANTEE, SHALL BE FORFEITED.

## **12. NOTICE OF ARRIVAL AT COLOMBO**

- 12.1. MASTER OF VESSEL SHOULD ADVISE ESTIMATED TIME OF ARRIVAL (ETA) AT COLOMBO 3/2/1 DAYS IN ADVANCE TO OPERATIONS MANAGER (BM & BP) AT OIL FACILITIES OFFICE, CPSTL, COLOMBO TELE : NO: 94-11- 2422388/ FAX 94-11- 2434273 VIA VESSEL AGENT AT COLOMBO. ARRANGEMENTS FOR BERTHING (DTB) WILL BE MADE IN ACCORDANCE WITH THE ETA NOTICE RECEIVED BEFORE NOON ON THE PRECEDING DAY OF ARRIVAL AT COLOMBO. IN THE EVENT OF CANCELLATION OF BERTHING OPERATION DUE TO THE ARRIVAL OF VESSEL AFTER 1700 HRS., THE ADDITIONAL EXPENDITURE INCURRED BY CEYPETCO SHOULD BE BORNE BY THE BUYER/VESSEL AGENT AT COLOMBO.
- 12.2. IN THE EVENT THE SUCCESSFUL BUYER/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 BUYER'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 LOAD THE CARGO OF SUCCESSFUL BUYER'S/BIDDER'S VESSEL PROVIDED THAT THE SUCCESSFUL BUYER/BIDDER SHALL AGREE TO BEAR THE DEMURRAGE ON THE SUBSEQUENT THREE VESSELS THAT ARRIVE ON SCHEDULE AND GETS DELAYED DUE TO PRESENCE OF SUCCESSFUL BUYER'S/BIDDER'S VESSEL ON BERTH.

## **13. VESSEL REQUIREMENTS:**

### **VESSEL NOMINATED**

1. SHOULD MEET FOLLOWING COLOMBO PORT RESTRICTIONS:

TYPE OF HULL	- DOUBLE HULL
SDWT	- 60,000 MT MAX.
LOA	- 210 METERS MAX.
BEAM	- 32.2 METERS MAX.
DRAFT (DEPARTURE)	- 11.8 METERS MAX.
DISTANCE FROM SEA LEVEL TO CENTRE MANIFOLD	- 14 METERS MAX.
MANIFOLD SIZE	- 6" DIAMETER
MANIFOLD TYPE	- ANSI 150 CLASS

2. SHALL NOT EXCEED 25 YEARS OF AGE. UNDER NO CIRCUMSTANCES VESSELS OVER 25 YEARS OF AGE WILL BE ACCEPTED. ACCEPTABLE CAP RATING OF THE VESSEL IS 1 OR 2 FOR HULL AND MACHINERY.
3. SHOULD HAVE CARGO TANKS/ PIPE LINES/PUMPS/STRAINERS CLEAN AND DRY PRIOR TO COMMENCEMENT OF LOADING.





4. SHOULD BE ISM CODE CERTIFIED OR WHOSE OWNERS OR OPERATORS SHOULD HOLD AN ISM CODE DOCUMENT OF COMPLIANCE.
5. VESSEL SHOULD ADHERE TO THE FOLLOWING OPERATIONS INSTRUCTIONS BEFORE AND AFTER COMMENCEMENT OF LOADING.

**BEFORE COMMENCEMENT OF LOADING:**

- STEP 1 : TO FLUSH THE SHORE PIPE LINE WITH ABOUT 2000 CU. METERS OF SEA WATER INTO A SHORE TANK, AT A MINIMUM FLOW RATE OF 300 CU. METERS PER HR. WHILE MAINTAINING A PRESSURE OF MINIMUM 7.5 KG./CM2 AT SHIP'S MANIFOLD.
- STEP 2 : THEN TO RECEIVE THE PIPE LINE "SEA WATER/NAPHTHA PLUG" OF MINIMUM 2000 CU. METRES. BACK TO THE VESSELS SEPARATE TANK/S.

**AFTER COMPLETION OF LOADING:**

- STEP 3 : TO PUMP BACK THE "SEA WATER/NAPHTHA PLUG" COLLECTED AT THE VESSELS SEPARATE TANK/S TO THE SHORE PIPE LINE.
- STEP 4 : TO FLUSH THE SHORE PIPE LINE AGAIN WITH ABOUT 2000 CU. METERS OF SEA WATER AT A MINIMUM FLOW RATE OF 300 CU. METERS PER HR. WHILE MAINTAINING A PRESSURE OF MINIMUM 7.5 KG / CM2 AT SHIP'S MANIFOLD.

**14. DELAY PENALTY**

THE SUCCESSFUL BUYER/BIDDER IS FULLY RESPONSIBLE TO PLACE THE VESSEL AT LOAD PORT, COLOMBO FOR LOADING THE CARGO WITHIN THE AGREED UPON LOADING DATE/LAYCAN. FAILURE TO COMPLY WITH THE AGREED UPON LOADING DATE/LAYCAN WILL MAKE THE SUCCESSFUL BUYER/BIDDER LIABLE FOR LIQUIDATED DAMAGES OF **ZERO POINT TWO FIVE PERCENT (0.25%)** OF THE FOB VALUE PER DAY PRO-RATA FOR EACH DAY OF DELAY AFTER 2400 HRS. OF THE LAST DAY OF THE LOADING LAYCAN UNTIL VESSEL TENDER NOR AT LOAD PORT AT COLOMBO. IF THE DELAY EXCEEDS SIX (6) DAYS AFTER THE LAST DATE OF THE AGREED LOADING LAYCAN WITHOUT OBTAINING PRIOR APPROVAL, CEYPETCO WILL RESERVE RIGHT TO TERMINATE THE CONTRACT.

**15. ARBITRATION:**

THE VENUE OF ARBITRATION SHALL BE IN COLOMBO, SRI LANKA AND THIS TENDER SHALL BE GOVERNED BY THE RULES OF ARBITRATION OF THE UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW (UNCITRAL) PROCEDURE. THE LANGUAGE OF ARBITRATION SHALL BE ENGLISH. THIS TENDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SRI LANKA EXCLUDING ANY CONFLICT OF LAWS AND RULES. 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. ARBITRATION SHALL BE A CONDITION PRECEDENT TO THE INSTITUTION OF ANY LEGAL ACTION BY EITHER PARTY AGAINST THE OTHER.





#### **16. FORCE MAJEURE**

THE SUCCESSFUL 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 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.

#### **17. CORRECTION OF ERRORS**

WHERE THERE IS A DISCREPANCY BETWEEN THE AMOUNT IN FIGURES AND IN WORDS, THE AMOUNT IN WORD WILL GOVERN.

#### **18. OTHER CONDITIONS**

CEYPETCO STANDARD TERMS AND CONDITIONS FOR TENDERERS WHICH ARE ALREADY AVAILABLE IN CEYPETCO WEBSITE (<https://ceypetco.gov.lk>) SHALL ALSO BE APPLIED. IF THERE IS ANY AMBIGUITY TERMS AND CONDITIONS IN THE TENDER DOCUMENT SHALL GOVERN.

#### **19. AWARD OF THE TENDER**

1. CEYPETCO RESERVES TO ITSELF THE RIGHT TO CANCEL THE TENDER OR REJECT THE TENDER WITHOUT ASSIGNING ANY REASON WHATSOEVER. IN SUCH AN EVENT CEYPETCO SHALL NOT BE LIABLE TO ANY COMPENSATION OR DAMAGES ARISING THEREFROM.
2. SSCAPC RESERVES THE RIGHT TO DETERMINE THE SELECTION OF THE CARGO QUANTITY OF EITHER **112,000 BBLs PLUS/MINUS 5 PCT OR 186,000 BBLs PLUS/MINUS 5 PCT** FOR THIS EXPORT.
3. IF DEEMED NECESSARY, SSCAPC RESERVES THE RIGHT TO CONDUCT DUE DILIGENCE ON ANY SELECTED BIDDER.
4. WHERE THE TENDER 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.
5. THE SUCCESSFUL BUYER /BIDDER, ON THE 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 TENDER.





## **20. SUBMISSION OF OFFERS**

- A) BIDDERS ARE REQUIRED TO SUBMIT BIDS AS PER THE **"FORM OF BID"** GIVEN IN **ANNEX – 'D'** AND SHALL STATE THE COMPLIANCE TO THE TENDER TERMS AND CONDITIONS LISTED THEREIN.
- B) **IT IS MANDATORY TO SUBMIT EITHER ORIGINAL OF THE BID SECURITY GUARANTEE (ANNEX B) OR CASH DEPOSIT SLIP ALONG WITH THE BID.**
- C) PCA3 FORM
- D) 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 ENVELOPS, DULY MARKING THE ENVELOPS AS **"ORIGINAL"** AND **"DUPLICATE"** AND SHALL BE MARKED REF. **NN/02/2024** ON EACH ENVELOPS. THE ENVELOPS SHALL THEN BE SEALED IN AN OUTER ENVELOP AND SHALL BE MARKED REF. **NN/02/2024**.
- E) 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 BID SECURITY GUARANTEE AND FORM OF BID, SSCAPC RESERVES THE RIGHT TO REJECT ALL BIDS SUBMITTED BY THE BIDDER.
- F) BIDDER SHALL SUBMIT A DETAILED BID, COVERING AND CONFIRMING THAT BIDDER WILL AGREE TO AND ABIDE BY THE ABOVE REQUIREMENTS/ TERMS AND CONDITIONS OF TENDER.
- G) EACH PAGE OF THE COMPLETED BID, PROPERLY SEALED/STAMPED AND SIGNED BY AN AUTHORIZED OFFICER, SHOULD BE ENCLOSED IN AN ENVELOPE WHICH IS TO BE SEALED AFTER ENCLOSING THE BID.
- H) THE ENVELOPE SEALED AS ABOVE AND ADDRESSED TO THE CHAIRMAN, SPECIAL STANDING CABINET APPOINTED PROCUREMENT COMMITTEE (SSCAPC), 1<sup>ST</sup> FLOOR, CEYLON PETROLEUM CORPORATION, NO. 609, DR, DANISTER DE SILVA MAWATHA, COLOMBO 09, SRI LANKA SHOULD BE DEPOSITED IN THE TENDER BOX KEPT AT THE AFORESAID ADDRESS **BEFORE 1200 HRS ON 20<sup>TH</sup> FEBRUARY 2024**.
- I) IN THE EVENT THE BIDS ARE SUBMITTED THROUGH THE LOCAL AGENTS, THE SUCCESSFUL BIDDER SHALL PROVIDE ALONG WITH THE BID A LETTER OF AUTHORIZATION ENABLING THE LOCAL AGENT TO SUBMIT THE BID ON OR BEFORE CLOSING OF THE TENDER.
- J) IN CASE THE BIDDER IS NOT A REGISTERED SUPPLIER OF CPC, THE BIDDER SHALL ALSO SUBMIT A CERTIFICATE FROM THE LOCAL CHAMBER OF COMMERCE OR AN EQUIVALENT GOVERNMENT INSTITUTION TESTIFYING THAT THE NATURE OF COMPANY'S BUSINESS INCLUDES ANY OF REFINED PETROLUUM PRODUCTS, CRUDE OIL OR PETROCHEMICAL TRADING AND ITS STANDING.
- K) FAX/E-MAIL QUOTATIONS ARE NOT ENTERTAINED.





## 21. VALIDITY OF THE OFFER

OFFERS CLOSE AT 1200 HRS. SRI LANKA TIME ON 20<sup>TH</sup> FEBRUARY 2024 AND SHOULD BE HELD VALID FOR SEVENTY TWO (72) HRS, THEREFROM.

### NOTE

- (i) BIDDERS ARE REQUESTED TO INCLUDE AUTHORIZED SIGNATURE ON EACH PAGE OF THE OFFERS.
- (ii) WHEN OFFERS ARE SUBMITTED THROUGH THE BIDDER'S LOCAL REPRESENTATIVES, BIDDERS ARE REQUESTED TO SUBMIT A LETTER FROM THE PRINCIPALS THAT THEIR LOCAL AGENT/REPRESENTATIVE IS AUTHORIZED TO SUBMIT THE OFFER ON BEHALF OF THEM.
- (iii) PLEASE ALSO NOTE THAT ONLY THOSE WHO HAVE SUBMITTED OFFERS (OR THEIR LOCAL AGENTS) COULD BE PRESENT AT THE TIME OF OPENING OF TENDERS. USE OF MOBILE PHONES / SMART DEVICES ARE NOT ALLOWED AT THE BID OPENING.

REGARDS,

for 

COMMERCIAL MANAGER/CEYPETCO/CE/0010

16/02/2024



## SPECIFICATIONS /DATA SHEET FOR CHEMICAL NAPHTHA

PROPERTY/TEST	TEST METHOD IP	ASTM - D	CPC SPECS
DENSITY AT 15 DEG C KG/M3	160	1298	650-720
REID VAPOUR PRESSURE AT 37.8 DEG C (100 DEG F)	-	323	MAX.13 PSI (89.7 KPA)
COLOUR SAYBOLT	-	156	MIN. 25
DISTILATION :-  I.B.P. DEG. C 10% EVAPORATED DEG C 50% EVAPORATED DEG C 70% EVAPORATED DEG C 90% EVAPORATED DEG C END POINT DEG C	-	86	  MAX. 75 MAX. 115 MAX. 145 MAX. 170 MAX. 180
HYDROGEN SULPHIDE PPM	UOP 163	-	MAX. 3
SULPHUR CONTENT PPM	UOP 357	-	MAX. 50
LEAD CONTENT PPB	UOP 350	-	MAX. 50
COMPOSITION (NOTE 1)  PARAFFINS % VOL OLEFINS % VOL NAPHTHENES % VOL AROMATICS % VOL	UOP 273    156	-    1319	  MIN. 70 MAX. 1.0 TO BE REPORTED MAX. 15

**NOTE 1:** THE CHEMICAL NAPHTHA WOULD GENERALLY BE STRAIGHT RUN BUT HYDROTREATED, CRACKED MATERIAL MAY BE INCLUDED UP TO 10% VOL. PROVIDED ALL POINTS OF SPECIFICATIONS ARE MET.



**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]

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)]*





**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 / Buyer]* (hereinafter called "the Bidder") has entered into contract No. .... *[reference number of the contract]* dated ..... with you, for the ..... *[insert "construction" / "Buy"]* 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 Buyer, we ..... *[name of Bank]* hereby unconditionally and irrevocably undertake to pay you any sum or sums not exceeding in total an amount of US\$..... *[amount in figures]* (United States Dollars.....) *[amount in words]*, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Buyer 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 thirty 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,  
Special Standing Cabinet Appointed Procurement Committee,  
1<sup>st</sup> Floor, Ceylon Petroleum Corporation, No. 609,  
Dr. Danister De Silva Mawatha,  
Colombo 09, Sri Lanka.

Dear Sir,

**BIDDING FOR THE EXPORT OF EITHER 112,000 BBLS +/-5% OR 186,000 BBLS +/-5% OF NAPHTHA**

**(TENDER REF: NN/02/2024)**

**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 export of Naphtha with the specifications and quantity as specified in the tender.

**A. PRODUCT / PRICE**

Product	Contractual cargo quantity	Compliance	Loading laycan	Compliance	Quality	Compliance	Premium on FOB Colombo price (USD per Bbl)
Naphtha	112,000 Bbls +/-5%	Comply/ Not Comply	23-24/03/2024	Comply/ Not Comply	Annex - A	Comply/ Not Comply	
Naphtha	186,000 Bbls +/-5%	Comply/ Not Comply	23-24/03/2024	Comply/ Not Comply	Annex - A	Comply/ Not Comply	
Local Agent and Local Agency Commission (USD) (if any)							

**B. TERMS & CONDITIONS**

BID DOCUMENT CLAUSE REFERENCE	ACCEPTANCE
1. Laytime	Comply / Not Comply
2. Specifications (Annex – A)	Comply / Not Comply
3. Price	Comply /Not Comply



4. Quality	Comply /Not Comply
5. Quantity measurement at load port	Comply /Not Comply
6. Title of the product	Comply /Not Comply
7. Local Agent	Comply /Not Comply
8. Payment	Comply /Not Comply
9. Inspection	Comply /Not Comply
10. Bid Security Guarantee (Annex –B)	Comply /Not Comply
11. Performance Security Guarantee (Annex – C)	Comply /Not Comply
12. Notice of Arrival at Colombo	Comply /Not Comply
13. Vessel Requirements	Comply /Not Comply
14. Delay Penalty	Comply /Not Comply
15. Arbitration	Comply /Not Comply
16. Force Majeure	Comply /Not Comply
17. Correction of errors	Comply /Not Comply
18. Other Conditions	Comply /Not Comply
19. Award of the Tender	Comply /Not Comply
20. Submission of Offers	Comply /Not Comply
20.B) Submission of " FORM OF BID" Given in Annex –'D'	Comply /Not Comply
21. Validity of the offer	Comply /Not Comply
Amendment Notice (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 undertake to purchase the quantity of Naphtha referred to above.

Yours Faithfully,

Authorized signature & the official seal of the Bidder : .....

Name of the Bidder : .....  
.....

Address : .....  
.....  
.....  
.....

Telephone No. : .....

Fax No. : .....

E-mail : .....

Date : .....

