

CEYPETCO
REGISTRATION OF TENDERERS
BY THE COMMERCIAL FUNCTION

Ceylon Petroleum Corporation (CEYPETCO) is a 100% Government Owned Business Organization established by an act of parliament enjoying the monopoly for the petroleum industry in Sri Lanka.

CEYPETCO which comes under the purview of the Ministry of Power & Energy is managed by a Board of Directors appointed by the Government. The Chairman of the Board of Directors is the Chief Executive of CEYPETCO.

CEYPETCO is the only refining company in Sri Lanka and owns a 50,000 BPD topping Refinery which is situated at Sapugaskande about 13 kilometres away from Colombo. All product storage facilities are at the Kolonnawa Installation which borders the periphery of the city and also at the Muthurajawela Installation about 10 kilometers away from Colombo.

Import of Crude Oil generally F.O.B. is based on contracts entered into with other governments as well as spot purchases. Import of all the other products is almost in all cases by tenders on a CFR basis. Our annual turnover is presently in the region of Rs. 200 billion (US\$ 2.0 billion).

All activities regarding import of crude oil and other products are carried out by the Commercial Function.

Tender Notices for imports are made available only to parties pre-qualified by CEYPETCO. This brochure explains our prequalification procedures and how you may participate in such tenders.

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WHO MAY BE CONSIDERED

Pre-qualification is on the basis of the items one wishes to deal in. Item 5 in the "Application Form" (attached) shows the products for which an applicant may be considered and the relevant category into which these products fall.

HOW TO APPLY

Should you wish to be pre-qualified, you must submit the following documents to the Commercial Manager.

1. **An original report from your Bankers in support of the financial status and ability to honour all commitments.**
2. **A certificate from a local Chamber of Commerce or an equivalent institution testifying to the nature of your business and its standing.**
3. **A copy of the Business Registration Certificate, if a sole trader or the certified copy of Partnership Agreement or copies of the Memorandum and the Articles of Association, if a limited liability company.**
4. **A certified copy of the latest audited financial Statements (Profit & Loss Account, Balance Sheet, Statement of change of equity, Income statement, Cash Flow Statement & Notes to the financial statements). The turn over of the company should be above US\$ 75 Million per year or more for Crude Oil & Product supplier and US\$ 25 Million per year or more for Bitumen supplier.**
5. **Original of duly Completed Application Form from the supplier.**
6. **The company should have been incorporated three years before date of submission of application.**
7. **Actual documentary proof of transactions with any major trading organizations in any country during the last three years.**
8. **If you are an accredited sales agent of a manufacturer you should also provide proof of such appointment and full details of the manufacturer.**
9. **A letter from the applicant confirming their agreement with CEYPETCO standard terms & conditions.**

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Normally pre-qualification of new applicants is carried out twice a year. The Registration committee which considers the applications for pre-qualification meets during February and August each year. All above documents should be forwarded to the Commercial Manager at least two months prior to a meeting.

On receipt of the complete dossier containing all above documents asked for, you will be mailed a copy of our standard terms and conditions of trade and your concurrence to abide by these terms and conditions will be sought.

If pre-qualified by the Registration Committee you will have to pay a non-refundable annual Registration Fee when called upon to do so, for the year ending February 28th irrespective of date of registration.

Once pre-qualified you will be formally registered as a supplier for that year, subject to;

- 1. Recommendation of Technical Evaluation Committee (TEC)**
- 2. Approval of Special Standing Cabinet Appointed Procurement Committee (SSCAPC)**
- 3. Payment of Registration Fee.**
- 4. Confirmation of registration.**

Upon registration you will be assigned a Registration Number, which you should quote in all correspondence thereafter. CEYPETCO reserves the right to call for any additional information / documents in respect of your organization at any time before or after registration and also further reserves the right to suspend or cancel your registration at any time without giving any reason whatsoever and without any liability to any party. On a written request made by you two months prior to the expiry of registration year, CEYPETCO at its own discretion will consider renewal of your registration for the following year.

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The products for which you will be registered are decided upon at the sole discretion of CEYEPTCO.

REGISTRATION FEE

Your annual non- refundable registration fee payable to CEYPETCO depends on the products for which your are registered. Details are shown under item (5) in the 'Application Form'.

Please do not send the registration fee along with the initial application for pre-qualification. You will be requested to pay same after approval of your registration by the relevant authorities mentioned earlier.

GENERAL GUIDE - LINES

- 1. Please take care to forward all documents requested.**
- 2. Please translate into English any document in any other language.**
- 3. If you are unable to forward any document called for, please explain your reasons for same.**
- 4. Do not leave blanks in the 'Application Form'. Please fill in every item.**
- 5. Please return the original 'Application Form'. Photo-copies may not be accepted.**

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OUR IMPORT PROGRAMME

CRUDE OIL

- ❖ Arabian Light
- ❖ Miri Light
- ❖ Upper Zakum
- ❖ Murban
- ❖ Oman
- ❖ Dubai
- ❖ Qatar Marine

REFINED PRODUCTS

- ❖ Gas Oil (0.25% Sulphur/ 0.05% Sulphur/Gas Oil 10 ppm)
- ❖ Kerosene/Jet A-1
- ❖ Gasoline (92 UNL/ 95 UNL)
- ❖ Fuel Oil (1500 Sec.)
- ❖ Naphtha
- ❖ Aviation Gasoline
- ❖ Bitumen (80/100 & 60/70)

AGRO CHEMICALS

- ❖ Dimethoate 40% EC
- ❖ 3 – 4 DPA 36% EC
- ❖ BPMC 50% EC
- ❖ MCPA 40% (K+Na) salt
- ❖ MCPA 60% WSC
- ❖ Carbofuran 75% WP / Carbofuran 3GR
- ❖ Sulphur 80% WP
- ❖ Mancozeb 80% WP
- ❖ Copper Oxychloride 50% WP
- ❖ Kasumin 2E

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- ❖ Glyphosate 36%
- ❖ Diuron 80% WP
- ❖ Chlorpyrifos 40% EC
- ❖ Penthoate 50% EC
- ❖ Carbaryl 85% WP
- ❖ Prothenofos 50% EC
- ❖ Thiram 80% WP

REGISTRATION OF TENDERERS

TERMS & CONDITIONS OF TRADE
FOR TENDERERS REGISTERED WITH
THE COMMERCIAL FUNCTION OF

CEYPETCO



CEYLON PETROLEUM CORPORATION

P. O. BOX 634 COLOMBO, SRI LANKA.

DEFINITIONS

BUYER/SELLER/TENDERER	: Any party duly registered with the Commercial Function of Ceylon Petroleum Corporation with a distinctive registration number assigned by CEYPETCO.
CEYPETCO	: CEYLON PETROLEUM CORPORATION
L.G.	: LETTER OF GUARANTEE
L.C.	: LETTER OF CREDIT
PRODUCTS	: Any item or range of items as specified in the tender notice or award of tender.
I.C.C.	: INTERNATIONAL CHAMBER OF COMMERCE.
C.S.C.	: CEYLON SHIPPING CORPORATION.

INTRODUCTION

These terms and conditions govern all tenders of the Commercial Function of the Ceylon Petroleum Corporation herein after referred to as CEYPETCO and shall be effective from 1st March '87 until further notice. This document is divided into six (6) sections as follows:

(1) CONDITIONS GOVERNING REGISTRATION

(2) GENERAL

: Conditions governing all tenderers registered for any product.

(3) CONDITIONS GOVERNING IMPORT OF CRUDE OIL AND IMPORT & EXPORT OF REFINED PRODUCTS IN BULK

: Conditions in addition to (2) above governing buyers and sellers participating in tenders for crude oil and refined products in bulk

(4) CONDITIONS GOVERNING EXPORT OF REFINED PRODUCTS IN BULK

: Conditions in addition to (2) and (3) above governing buyers participating in tenders for export of refined products in bulk by CEYPETCO.

(5) CONDITIONS GOVERNING IMPORT OF CRUDE OIL AND REFINED PRODUCTS IN BULK

: Conditions in addition to (2) and (3) above governing sellers participating in tenders for the import of crude oil and refined products in bulk by CEYPETCO.

(6) CONDITIONS GOVERNING IMPORT OF PACKAGED PRODUCTS & AGROCHEMICALS

: Conditions in addition to (2) above governing sellers participating in tenders for the import of all packaged products and agrochemicals by CEYPETCO.

All communications in this connection should be addressed to the Commercial Manager, Ceylon Petroleum Corporation, P.O. Box 634, Colombo-3, Sri Lanka.

Commercial Manager

CEYPETCO

1. General Terms and Conditions Governing Registration

- 1.1. An organization which makes an application for registration with CEYPETCO may be registered as a Buyer/Seller at the sole discretion of CEYPETCO which reserves the right to call for additional information from and or about such organization at any time.
- 1.2. CEYPETCO reserves the right to suspend or to cancel the registration of such party at any time without giving any reasons whatsoever and without liability. CEYPETCO further reserves the right to remove any such party from its registered list if in its opinion such party does not actively participate in its tenders.
- 1.3. Immediately upon acceptance for registration, which shall be on condition that such party abides by these terms and conditions such party shall pay to CEYPETCO for each registered year or part thereof a non-refundable registration fee according to the category of products such party wishes to deal in. Registration year ends on the 28th of February irrespective of the date of registration. Registration will come into effect only after such party signifies its willingness in writing to abide by these terms and conditions and the payment of the relevant registration fee.
- 1.4. The registration fee may be paid in US Dollars or its equivalent in Sri Lanka currency at the exchange rate prevailing at the time of payment. The registration fee payable is subject to change.
- 1.5. Registered parties shall keep CEYPETCO duly informed of any change in their organizational or financial structure and also declare at the time of registration their subsidiaries/Affiliates which would take part in tenders.
- 1.6. Application for renewal of registration for each year should be made by the registered party in writing to the Commercial Manager before the end of December of the preceding year.
- 1.7. All correspondence regarding registration should be addressed to the Commercial Manager.

CEYPETCO

Terms and conditions governing tenders for the Imports & Exports handled by the commercial function of Ceylon Petroleum Corporation effective 1st March, 1987.

2. CONDITIONS GOVERNING ALL TENDERS

2.1. General:

2.1.1. The Commercial Manager of CEYPETCO will invite offers from registered parties by telex, telefax or letter.

2.1.2. The specifications of products sent to registered parties along with this document or subsequently, shall be retained by them for future reference and shall be binding unless amended by CEYPETCO.

CEYPETCO will not include specifications in the tender notice unless there are changes in such specifications.

2.1.3. These terms and conditions shall be deemed subordinate to and be superseded by the relevant provision of any tender notice issued by CEYPETCO.

2.1.4. The term "AGREEMENT" shall constitute the telexed, telefaxed or written tender notice, the tender or offer by the tenderer and the award of tender by CEYPETCO and any other conditions thereafter mutually agreed upon. These terms and conditions will hold good and be binding throughout the contract unless otherwise specifically and expressly agreed upon in writing between both parties.

2.1.5. The laws of Sri Lanka shall apply to all transactions under the "AGREEMENT" and shall govern the relationship rights and obligations of both parties. All disputes or differences between the parties shall be resolved thereunder.

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2.2. Offers:

2.2.1. Only telexed, telefaxed or written offers will be entertained.

Such offers shall be addressed to:

THE CHAIRMAN - TENDER BOARD,
CEYLON PETROLEUM CORPORATION, NO.609,
DR. DANISTER DE SILVA MAWATHA, BASELINE ROAD,
DEMATAGODA, COLOMBO 09,
SRI LANKA.
PC TELEX NO : 21235 CEYPETCO CE
FAX NOS : 0094-11-5455401/5455402/5455403

All offers shall be clearly marked "TENDER FOR.
..... CLOSING "and
should reach the Chairman-Tender Board on or before the closing time and date specified
in the Tender Notice.

2.2.2. (a) Offers will be accepted from Principals only.

(b) Offers made by local agents on behalf of Principals will not be considered without the written authority from the Principals.

2.2.3. The Name and Address of the local agent, if any, and the commission payable to the local agent should be mentioned in the offer. Such commission shall be to the Tenderer's account and shall be paid in SRI LANKA RUPEES under advice to the Deputy Commissioner (Information Branch), Department of Inland Revenue, P.O. Box 515, Colombo, Sri Lanka.

CEYPETCO shall not be liable to pay any commission to any party.

2.2.4. The name of the bank through which the Letter of Guarantee has been established as stated in section 2.3. and the relevant reference number shall be included in each offer.

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2.2.5. Offers will be opened by CEYPETCO immediately after closing time of tender in the presence of principals who have made offers or their local agents, if any.

2.2.6. Credit terms if any shall be included in the offer.

2.2.7. Specifications of products offered shall conform to CEYPETCO specifications. The tenderer shall confirm that the products offered meet CEYPETCO specifications.

2.3. Letter of Guarantee: (Format of L/G attached – Annexure 1)

2.3.1 The tenderer shall establish a Letter of Guarantee in favour of CEYPETCO through a recognised bank acceptable to CEYPETCO prior to the opening of a tender, to the values as specified hereunder:

— FUEL OIL EXPORTS FROM CEYPETCO	US\$ 100,000
— NAPHTHA EXPORTS FROM CEYPETCO	US\$ 100,000
— CRUDE OIL 120,000 MT PARCEL	US\$ 300,000
— CRUDE OIL 30,000 MT PARCEL	US\$ 60,000
— OTHER BULK PRODUCT IMPORTS (Gas Oil/Kero/Avtur)	US\$ 200,000
— ALL OTHER PRODUCTS	As specified in the tender notice

2.3.2. CEYPETCO reserves to itself the right to reject offers from tenderers who have not established the Letter of Guarantee as aforesaid.

2.3.3. Letter of Guarantee shall remain valid for a minimum period of 21 days from the last date of the date range (laycan) specified in the tender notice.

In the case of delay of a vessel the Buyer/Seller shall extend the validity of the L/G accordingly.

2.3.4. Such Letter of Guarantee shall provide for payment by the bank on demand made to the bank by CEYPETCO stating that the successful tenderer has defaulted in the performance of his obligations under the "AGREEMENT".

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2.4. Award of Tender:

2.4.1. CEYPETCO reserves to itself the right to cancel any tender or to accept or reject any part of a tender or reject any or all tenders without assigning any reason whatsoever. In such an event CEYPETCO shall not be liable to any compensation or damages arising therefrom.

2.4.2. Where a 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.

2.4.3. The successful tenderer, on receipt of the award, shall forthwith acknowledge and confirm acceptance of same by Telex/Telefax and proceed to take all steps that are necessary to ensure performance in accordance with the AGREEMENT.

2.5. Inspection:

2.5.1 The buyer may nominate an Independent Inspector acceptable to the seller to sample, test and certify the quality of the product as per CEYPETCO specifications, the quantity as per tender conditions and to be present at the time of loading of the cargo and to witness the compilation of the quality and quantity certificates and any other documents specified.

2.5.2. It shall be the responsibility of the seller to ensure the presence of the Inspector so appointed at the time of sampling, testing, packing and loading of any product. The seller shall co-operate and liaise with the Independent Inspector to ensure that inspection is carried out to the satisfaction of the buyer.

2.5.3. Where the Independent Inspector has been so appointed, the buyer shall furnish full particulars of the cargo to be purchased to the Independent Inspector under advice to the Seller. The quality and quantity of the product shall be determined in accordance with good industry standards and practice and using internationally accepted analytical/sampling methods.

2.5.4. The quality and quantity determined by the Independent Inspector shall be binding on both parties.

2.5.5. The cost of inspection shall be shared equally between the buyer and the seller.

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2.6. Payment:

- 2.6.1. Payment shall be by Irrevocable, non-assignable, non-transferable, Letter of Credit for the full value of the cargo with provision for Agent's Commission, if any.
- 2.6.2. The L/C shall be established through a bank nominated by the buyer.
- 2.6.3. L/Cs established by CEYPETCO will call for any or all of the following documents:
- Full set original 3/3 clean on board freight prepaid bills of lading in favour of the Sri Lanka Bank nominated by CEYPETCO showing destination as Sri Lanka port and notify party as Ceylon Petroleum Corporation.
 - Manually signed invoices.
 - Certificate of origin.
 - Certificate of quality and quantity in quadruplicate issued/certified by Independent Inspector nominated by CEYPETCO with an endorsement thereon that the product supplied conforms to the specifications stipulated by CEYPETCO.
 - Packing list/Cargo manifest.
 - Charter Party and Stale Bills of Lading acceptable.
 - Partial Shipment/Trans Shipment prohibited.
 - Original of Air Way Bill issued by Courier Agency evidencing that copies of all above documents as requested by CEYPETCO has been couriered to CEYPETCO to the Attention of the Commercial Manager to reach CEYPETCO at least 72 hrs. before the ETA of the vessel.
 - Master's receipt of samples for documents.
 - Ullage report.
 - Tanker cleanliness/Dry certificate issued by Independent Inspector.

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2.7 Claims and Disputes:

- 2.7.1 Any claim whatsoever arising under the AGREEMENT by either party against the other shall be lodged in writing within sixty (60) days from the date of Bill of Lading in the case of export by CEYPETCO and in the case of C&F/CIF imports within (60) sixty days of receipt of product by CEYPETCO or in the case the cargo is not delivered to CEYPETCO within sixty (60) days of the last date of the date range of delivery as recited in the AGREEMENT. Otherwise any such claim shall be deemed to have been waived. Where the import is on an FOB Basis, in case cargo is not loaded during the date range for loading as recited in the AGREEMENT, such claims shall be lodged within sixty (60) days of the last date of such date range.
- 2.7.2. Every endeavour shall be made to settle any difference or dispute between the tenderer and CEYPETCO arising from any transaction by mutual negotiations, failing which such difference or disputes shall be settled by arbitration.
- 2.7.3. The venue of arbitration shall be Sri Lanka.
- 2.7.4. The arbitration shall follow ICC procedures.
- 2.7.5. Arbitration shall be a condition precedent to the institution of any legal action by either party against the other.

2.8. Assignment:

- 2.8.1. Neither party shall assign any of its interests or rights under the AGREEMENT without the written consent of the other party.

3. CONDITIONS GOVERNING IMPORT OF CRUDE OIL AND EXPORT & IMPORT OF REFINED PRODUCTS IN BULK:

3.1. Laycan:

- 3.1.1. Tenderer shall adhere to the laycan specified in the tender notice or that mutually agreed upon.

3.1.2. If the vessel nominated by the tenderer arrives at the designated port outside the laycan agreed upon CEYPETCO will have the right to claim compensation from the tenderer.

3.2. Laytime:

3.2.1. The laytime at Sri Lanka Ports for each cargo shall be as specified in the tender notice.

3.2.2. Laytime shall be commence at the expiry of six hours from NOR or upon the vessel's arrival in berth whichever is earlier. NOR should be tendered between 0700 and 1700 hrs. 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.

3.3. Demurrage:

3.3.1. No demurrage will be paid by CEYPETCO on dead freight.

3.3.2. All claims for demurrage shall be accompanied by the respective Charter Party, CEYPETCO shall not be bound by the terms of the Charter Party except to the extent such terms have been communicated to CEYPETCO and expressly agreed to by CEYPETCO.

3.3.3. In the case of a vessel arriving outside the laycan agreed upon, CEYPETCO shall not be liable for demurrage or damages or detention charges. NOR will be at berth.

3.3.4. In the event of a delay in berthing discharging or loading arising due to a request for amendment of L/C, documentation or any other matter made by the tenderer, such delay shall be to the tenderer's account.

3.4. Vessel:

3.4.1. Vessel nominated shall not fly a flag of a country boycotted by Sri Lanka government.

3.4.2. All vessels nominated shall be enrolled in TOVALOP or have equivalent oil pollution insurance coverage at the tenderer's expense.

3.4.3. Nominations of vessels shall be strictly in accordance with the port limitations as mentioned in the Tender Notice and risk and responsibility arising from any variations even with the approval and concurrence of the SRI LANKA PORT AUTHORITY/CEYPETCO shall remain with the tenderer.

3.4.4. The vessel nominated should meet the following port restrictions at Colombo:

Dolphin pier :-	Draft	11.6 Meters Max.
	LOA	210 Meters Max.
	Beam	32.2 Meters Max.

3.4.5. Vessel nominated should be ISM code certified or whose owners or operators should hold an ISM code document of compliance.

3.5. Validity of Offers:

3.5.1. Offers shall be valid for a minimum of 48 hrs. from 1630 hrs. Sri Lanka time on the day of the closing of the tender unless otherwise stated in the tender notice.

4. CONDITIONS GOVERNING EXPORT OF REFINED PRODUCTS IN BULK-BASIS FOB

4.1. A confirmed irrevocable Letter of Credit in favour of CEYPETCO shall be established by the buyer within 5 days of the communication of award by CEYPETCO, through a bank acceptable to CEYPETCO and payment shall be at the counters of a local bank, nominated by CEYPETCO, upon presentation of documents. Provision shall be made for telegraphic reimbursement on the bank certifying that the documents are in conformity with the L/C.

5. CONDITIONS GOVERNING IMPORT OF CRUDE OIL AND REFINED PRODUCTS IN BULK

- 5.1. The vessel nominated by the seller shall not exceed 15 years of age on the date of B/L. However, CEYPETCO may at its sole discretion accept vessels up to maximum age of 20 years on the date of B/L on condition that the additional insurance premium on account of overage of vessel (vessels surcharge) shall be to the seller's account.
- 5.2. The seller shall make available the cargo at the load port/disport during the laycan specified in the tender notice. In the event of failure of the seller to do so, CEYPETCO reserves the right to claim demurrage/damages for detention of vessel/other damages if any, from the seller or cancel the award and claim compensation, from the seller while forfeiting the Bank Guarantee.

6. CONDITIONS GOVERNING IMPORT OF PACKAGE, PRODUCTS AND AGROCHEMICALS

6.1. Offers shall be made on the following basis:

- i. Offers shall be made based on the annexed format for the supply of any product C&F Colombo. The price quoted shall be per litre/kg. net indicating FOB & Freight separately.
- ii. The seller shall indicate whether the quoted freight rate is for conventional or containerised vessels and if workable should give both rates.
- iii. Shipment from countries served by the CEYLON SHIPPING CORPORATION, should be made on vessels belonging to the CSC unless a waiver is obtained from the CSC or its agents.
- iv. Payment shall be at sight.

- 6.2. All offers to be accompanied by two copies of the manufacturer's/formulator's guaranteed specifications which shall conform to the CEYPETCO specifications. CEYPETCO reserves the right to reject any offer for non-compliance.

- 6.3. Sellers shall quote only if they can conform to shipment periods stipulated in the tender notice. Unless otherwise indicated shipment shall be effected within 30 days from the date of establishment of L/C. CEYPETCO reserves the right to cancel the award if product is not shipped within the period specified above or at its sole discretion may accept such product subject to the supplier paying CEYPETCO damages occasioned by such delays.

- 6.4. Unless otherwise specified product shall be supplied in new export quality non-returnable steel drums of 18/20 BWG body and 18 BWG top/ bottom with two bungs 2" x 3/4". These bungs should be sealed with "TRISURE" or similar cap seals.

- 6.5. Tenderer shall indicate the net drum content for each grade of product in litres/kg. and confirm that supplies will be effected in New Drums (export quality vide 6.4.) unless otherwise specified. The above information must also be indicated in the Proforma Invoice referred to in 6.12. hereof.

- 6.6. In the case of emulsifiable concentrates (EC) and water soluble concentrates, the inner surface of drums shall be suitably lacquered/epi-coated/polyethylene lined so as to prevent deterioration of drums and contamination of the contents. All packing shall comply with the international packing and transport requirements and standards.

- 6.7. In the case of powders, dusts, granules etc., the packing/container shall be lined with an inner lining or bag which will satisfactorily eliminate the ingress of any moisture. The inner lining shall be of polyethylene or any other suitable material acceptable to CEYPETCO.

- 6.8. Seller shall furnish, along with the offers, all data as specified by CEYPETCO and subsequently provide all technical information pertaining to the uses and applications of the products offered, instruction manuals, sales literature etc., when requested to do so by CEYPETCO.

- 6.9. Test methods for the purpose of determining specifications of products shall be those specified by CEYPETCO.

- 6.10. When requested by CEYPETCO the seller shall send by urgent courier, samples of product offered on the tender.
- 6.11. Offers shall be valid for a period of six (6) weeks from the closing date of tender.
- 6.12. A certified copy of a Proforma Invoice in respect of each product shall be forwarded to CEYPETCO within 7 days of confirmation of order. Any Terms & Conditions in the Proforma Invoice which are inconsistent with these Terms & Conditions and the Tender Notice shall not bind CEYPETCO.
- 6.13. If CEYPETCO incurs additional expenditure such as demurrage on cargo, overtime to staff, etc, due to non receipt/delay in receipt of shipping documents as indicated in clause 2.6.3. the tenderer shall reimburse this additional expenditure to CEYPETCO within 30 days of a claim being made for same.

* Attached: 1. L/G Format — As Annexure I
2. Offer Format — As Annexure II

Annexure I

FORMAT OF LETTER OF GUARANTEE

Ref: No.....

(Stamp)

We herewith issue our Irrevocable Letter of Guarantee in favour of Ceylon Petroleum Corporation by order of.....

amounting to as required by Ceylon Petroleum Corporation for participation in the tender for exports/imports by Ceylon Petroleum Corporation;

Closing on.....

This Guarantee is payable immediately upon Ceylon Petroleum Corporation issuing a letter stating that a Tender was awarded to (Name of Tenderer) by the Ceylon Petroleum Corporation and that the said (Name of Tenderer) failed to honour and or perform the said tender in accordance with the Agreement between Ceylon Petroleum Corporation and the said (Name of Tenderer)

This Letter of Guarantee is valid upto and claims if any, have to be lodged with us in writing on or before.....

For..... Bank Ltd.

.....
(AUTHORISED SIGNATURE—BANK)

Annexure II.

REF: SCH. No:

OFFER FORMAT

Product & Ceylon Petroleum Corporation Product Code	Quantity Offered	Supplier's Brand Name, if any	Type of carriage (please specify clearly mode of carriage)	Curr- ency	PRICE PER LITRE/KILOGRAM				Shipping Line CSC/Seller's Option	Port	1.Country of origin *2 Manufacturer/ Formulator 3.Validity of offer	REMARKS
					(a) FOB	(b) Local Ag.'s Comm. if any	(c) FRT	(a+b+c) Total per Kg./Lit C&F,CBO				

We hereby express our agreement to terms and conditions of the tender as set out in the letter/telex.....dated.....

Name & Signature of Authorised Officer

Tenderer's Name (Company)

* Manufacturers guaranteed specs should be attached.