



## **BANGLADESH PETROLEUM CORPORATION**

BSC Bhaban, Saltgola Road

Chattogram, Bangladesh.

[www.bpc.gov.bd](http://www.bpc.gov.bd)



### **DOCUMENTS FOR**

### **INTERNATIONAL QUOTATION FOR IMPORT**

### **OF**

**GASOIL 0.005% SULPHUR, JET A-1, Gasoline 95 RON,  
HIGH SULPHUR FURNACE OIL (HSFO) 180CST AND  
MARINE FUEL 0.5% SULPHUR**

**DURING 01<sup>st</sup> January to 30<sup>th</sup> June, 2023**

**Invitation Ref. No: 28.03.0000.041.01.010.2022**

**Issued on: 06 November, 2022**

**Price: BD Taka 10,000.00 or US Dollar 120.00 Non-Refundable**

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## **BASIC STIPULATIONS**

Bangladesh Petroleum Corporation invites International Quotation for import of 7.833 – 8.952 Million Barrels (1,050,000-1,200,000 Metric Tons) of Gasoil 0.005% Sulphur, 1.200 Million Barrels (150,000 Metric Tons) of Jet A-1, 125,000 Metric tons of High Sulphur Furnace Oil (HSFO) 180 CST , 0.860 Million Barrels (100,000 Metric Tons) of Gasoline 95 RON and 30,000 Metric Tons of Marine Fuel 0.5% Sulphur (+/-10%) for each grade at Buyer's Option) during the period January-June, 2023 as per terms and conditions set out below and contract form accordingly.

### **1: GRADE, QUANTITY & PARCEL SIZE**

- (a) **Package-A:** The total quantity to be supplied 3.879-4.550 Million Barrels (520,000-610,000 Metric Tons) of Gasoil 0.005% 'S' and 0.640 Million Barrels (80,000 Metric Tons) of Jet A-1 (+/-10% for each grade at Buyer's Option).
- (b) **Package-B:** The total quantity to be supplied 3.953-4.401 Million Barrels (530,000-590,000 Metric Tons) of Gasoil 0.005% 'S' and 0.560 Million Barrels (70,000 Metric Tons) of Jet A-1 (+/-10% for each grade at Buyer's Option).
- (c) **Package-C:** The total quantity to be supplied 125,000 Metric tons of High Sulphur Furnace Oil (HSFO) 180 cSt (+/-10% at Buyer's Option).
- (d) **Package-D:** The total quantity to be supplied 0.860 Million Barrels (100,000 Metric tons) of Gasoline 95 RON (+/-10% at Buyer's Option).
- (e) **Package-E:** The total quantity to be supplied 30,000 Metric tons of Marine Fuel 0.5% 'S' (+/-10% at Buyer's Option).
- (f) The Minimum or Maximum range of quantities (for Package A & B) will be at Buyer's option.
- (g) Full Gasoil 0.005% 'S' cargo size shall be **223,800 barrels (30,000 metric tons)** & Combi cargo size shall be **149,200 barrels (20,000 metric tons)** Gasoil 0.005% 'S' plus **80000 barrels (10,000 metric tons)** of Jet A-1 (+/-10% for each grade at Buyer's Option).
- (h) Full HSFO cargo size shall be **25,000 Metric Tons** (+/-10% at Buyer's Option).
- (i) Full Mogas cargo size shall be 215,000 barrels (**25,000 Metric Tons**) (+/-10% at Buyer's Option).
- (j) Full Marine Fuel cargo size shall be **15,000 Metric Tons** (+/-10% at Buyer's Option).
- (k) All volume measurement referred to above and hereinafter are deemed to be at a temperature of 60°F or 15°C.

### **2: SPECIFICATIONS**

The products should be in accordance with the specifications set out in **Appendix-A** for Gasoil 0.005% 'S', **Appendix-B** for Jet A-1, **Appendix-C** for HSFO 180 cSt, **Appendix-D** for Gasoline 95 RON and **Appendix-E** for Marine Fuel 0.5% 'S'.

### **3: DELIVERY SCHEDULE**

Products are to be supplied during the period **01 January to 30 June 2023**. Delivery period may be extended by three to four months at Buyer's option. The quantities (plus/minus ten percent) and the delivery schedule set out in **Appendix- F, G, H, I & J** for Gasoil 0.005% 'S' & Jet A-1, HSFO 180 cSt, Gasoline 95 RON and Marine Fuel 0.5% 'S' are subject to the right of the Buyer to modify by giving notice to the Seller by or before 15th day of the month prior to the month in which supply is to be made.

#### **4: QUALIFICATION OF BIDDER**

The Bidders will have to furnish following information in their respective bids with supporting valid and authentic documents where necessary:

- (I) The Bidder must own Refinery(ies) or minimum 50% equity of a refinery. Processing capacity of the refinery(ies) must be at least 3.00 million metric tons per year.
- (II) Satisfactory completion of export of Petroleum Products of minimum 2.00 million Metric Tons per year in last 3 (three) years. Bidder must submit year-wise export quantity & name of destination/organization.
- (III) Annual turnover of the Bidders during last 3(three) years must be equivalent to minimum US\$ 3.00 billion.
- (IV) The Bidders must have minimum 05 (Five) years' experience in the export of petroleum products. Experience certificate mentioning year & the country of supply must be submitted along with bid documents.
- (V) The Bidders must be free from any interdictory from international organization like UNO, OPEC, WTO etc.
- (VI) The Bidders must have to comply with international safety standard and environment compliances.
- (VII) The minimum amount of liquid asset or working capital facility must be US\$ 2.00 billion.
- (VIII) The Bidders must have to fulfill all terms and conditions of quotation documents.

#### **5: MODE AND SOURCE OF SUPPLY.**

- (I) All Bidders must enclose the list of refinery owned by them along with ownership certificate with the offers. Bidders also mention sources of supply/port of loading and any other information/document that may be required by the Buyer in order to satisfy the Buyer about their ability to fulfill their contractual obligations and maintain uninterrupted supply in accordance with the delivery schedule. Source of supply and port of loading must not be Israel.
- (II) Gasoil, HSFO and Marine Fuel should be loaded from shore tanks only (preferably Ex-Refinery) and not by ship to ship transfer. Bidder must indicate in their offer port of loading. In case of Jet A-1 + Gasoil combi cargo it must be loaded from ex-refinery shore tank owned by bidders. Refinery certificate must be enclosed with Bill of Lading.

#### **6: PRICE**

- (I) The price shall be the average of the high and the low quotations for "Gasoil 0.005% 'S', Jet A-1 (Kerosene) and Gasoilne 95 RON" as published in Platts Asia Pacific/Arab Gulf Marketscan under the heading "FOB Arab Gulf" for the Bill of Lading (B/L) date and for the 2 (two) publication days immediately preceding and 2 (two) publication days immediately following the Bill of Lading (B/L) date making the average of said quotations for 5 publication days plus/minus a fixed premium/discount to be quoted by the Bidder for deliveries during agreed time. In case the quotations are not reported for the Bill of Lading date, then the quotations reported for the three (3) consecutive Platts publication days immediately preceding and two (2) consecutive Platts publication days immediately following the B/L date shall be used for the purpose of price calculation only.
- (II) The price shall be the average of the high and the low quotations for "HSFO 180 cSt", and "Marine Fuel 0.5%" as published in Platts Asia Pacific/Arab Gulf Marketscan under the heading "FOB Singapore" for the Bill of Lading (B/L) date and for the 2 (two) publication days immediately preceding and 2 (two) publication days immediately following the Bill of Lading (B/L) date making the average of said quotations for 5 publication days plus/minus a fixed premium/discount to be quoted by the Bidder for deliveries during agreed time. In case the quotations are not reported for the Bill of Lading date, then the quotations reported for the three (3) consecutive Platt's publication days immediately preceding and two (2)

consecutive Platts publication days immediately following the B/L date shall be used for the purpose of price calculation only.

(III) Bidders may quote price for all packages i.e. **Package-A, Package-B, Package-C, Package-D and Package-E** or any of the packages. Price is to be quoted for the full quantity of a package; price quotation for a partial volume against any package is not acceptable. Lowest quoted price will be determined for each Package (for Package-A, Package-B) separately by weighted average/ total cost and not by making average of all the Packages. For Package-A & Package-B weighted average will be calculated on the upper range of total importable quantity.

#### **7: BID BOND**

A Bid Bond in the form of a Bank Guarantee (in the form set out in **(Appendix-K)** for US Dollar 2.00 (Two) million must be submitted from a scheduled Bank in Bangladesh along with the offer by all Bidders. The Bid Bond shall be valid till **12<sup>th</sup> February, 2023** from the date of the opening of the quotation, or till the furnishing of a Performance Bond, as provided in **Serial-9** below, whichever is later. Any offer which is not so accompanied with Bid Bond shall not be entertained by the Buyer despite offered price is lowest than other Bidders. The Buyer shall be entitled to forfeit the amount guaranteed by the Bid Bond in the event of the Bidder: (a) unilaterally withdrawing its bid, or (b) failing to conclude a contract on the terms bid by it, if the Buyer decides to accept the Bid, or (c) failing to furnish the Performance Bond, as provided in **Serial-9** below within the time stipulated.

#### **8: POST OPENING CORRECTION**

No Suo moto post opening correction is allowed. Such unsolicited correction will render the offer non-responsive. In the event the lowest Bidder unilaterally withdraws or undertakes any correction bearing direct reflection on price; **Serial -7** will be applicable.

#### **9: PERFORMANCE BOND**

A Performance Bond from a scheduled Bank in Bangladesh in the form of a Bank Guarantee in the form set out in **(Appendix-L)** for an amount equivalent to 5 (Five) percent of the total bid value of supplying package on the date of quotation opening shall be required to be furnished by a successful Bidder within 7 (seven) days of the issuance by the Buyer of a letter of acceptance. Performance Bond shall be valid for 10 (ten) months effective from the date of execution thereof, but may, at the option of the Buyer, be released earlier if the Buyer determines that the contract has been satisfactorily performed. The Buyer shall be entitled to forfeit the amount guaranteed by the Performance Bond, without further reference to the Bidder, in the circumstances and the manner provided therein **(Appendix-L)**.

#### **10: VALIDITY**

The offer must be valid as specified in the Quotation Notice.

#### **11: PAYMENT**

Payment shall be made by irrevocable letter of credit in accordance with the provisions contained in the contract form **(Clause-3 of Appendix-M)**.

#### **12: LOCAL AGENT & COMMISSION**

(a) Offer should indicate the local agent's (if any) name and address. The offer may be submitted by a Bidder either direct or through his local agent but both will individually as well as jointly be liable for any failure to satisfactorily perform the contract. A local agent submitting an offer of his principal must enclose the original offer of his principal along with the bid. The offer must be sealed and signed by the Bidder or his authorized agent and submitted in a sealed envelope.

(b) The bid price shall not include commission of the local agent/representative/business advisor/commission agent of whatsoever in any name and designation. Buyer will not bear or pay any commission to the local agent/representative/business advisor/commission agent of supplier.

**13: OTHER TERMS**

Other terms and conditions including those relating to the following shall be in accordance with the provision set out in the contract Form (**Appendix-M**):

- Nominating procedure & vessel age;
- Measurement, sampling and testing;
- Discharging conditions;
- Taxes, duties and imposts;
- Buyer's Option;
- Force Majeure;
- Arbitration;
- Applicable Law.

**APPENDIX-A****SPECIFICATION OF HIGH SPEED DIESEL/GASOIL 50 PPM SULPHUR**

<b>Sl. No.</b>	<b>Characteristics</b>	<b>Requirements</b>	<b>Test Method</b>
1	Density at 15°C, kg/L	0.820 - 0.860	ASTM D 1298 / ASTM D 4052/ ISO 3675/ ISO 12185/ IP 160/ IP 365
2	Color ASTM, Max.	3.0	ASTM D 1500/ ISO 2049/ IP 196
3	Acidity, inorganic	Nil	ASTM D 664 / ASTM D 974
4	Acidity, total, mg of KOH/g, Max	0.20	ASTM D 664 / ASTM D 974/ ISO 6619/ IP 182
5	Ash, percent by mass, Max	0.01	ASTM D 482/ ISO 6245/ IP 4
6	Carbon residue on Conradson on 10 percent residue, percent by mass, Max	0.30	ASTM D 189/ ASTM D 4530/ ISO 4262/ ISO 10370/ IP 14/ IP 398
7	Cetane Number, Min	48	ASTM D 613/ ASTM D 7668/ ISO 5165/ ISO 15195/ IP 41/ IP 615
8	Cetane index (calculated), Min	46	ASTM D 4737/ ASTM D 976/ ISO 4264/ ISO 380
9	Pour point, Max a) Winter b) Summer	3°C 9°C	ASTM D 97/ ASTM D 5949/ ASTM D 5950/ ISO 3016/ IP 15
10	Copper strip corrosion for 3 hour at 50°C	Not worse than No. 1	ASTM D 130/ ISO 2160/ IP 154
11	Distillation: 95% vol. recovery, °C, Max	365	ASTM D 86/ ISO 3405/ IP 123
12	Flash point, Pensky Martens closed cup/ Abel, °C, Min	55	ASTM D 93/ IP 34/ ISO 2719
13	Kinematic viscosity, centistokes at 38°C, Max	2-4.5	ASTM D 445/ ISO 3104/ IP 71
14	Sediment, percent by mass, Max	0.01	ASTM D 473/ ISO 3735
15	Sulphur, parts per million (ppm), Max	50	ASTM D 5453/ ASTM D 2622/ ASTM D 7220/ ISO 20846/ ISO 20884/ IP 490
16	Water content, percent by volume, Max	0.05	ASTM D 6304/ ASTM D 95/ ISO 6296/ 12937/ IP 74
17	Oxidation stability, g/m <sup>3</sup> , Max Hours, Min	25 20	ASTM D 2274/ ASTM D 7545/ ISO 12205/ EN 15751/ IP 388/ IP574
18	Polycyclic Aromatic Hydrocarbon (PAH), Percent by mass, Max	8	ASTM D 6591/ IP 391/ EN 129169
19	Total Contamination, mg/kg, Max	24	EN 12662/ IP 440
20	Fatty acid methyl ester (Fame) content, % v/v, Max	7	ASTM D 7371/ EN 14078/ IP 579
21	Lubricity corrected wear scar diameter (wsd 1.4) at 60°C, microns, Max	520	ISO 12156/ ASTM D 6079/ ASTM D 7688/ IP 450

\*Winter shall be the period from November to February (both months inclusive) and rest of the months of the year shall be called as summer.

**SPECIFICATION OF AVIATION TURBINE FUEL (JET A-1)**

- (a) Shall meet the following specifications:
- (i) Joint Fuelling System Checklist set by AFQRJOS, Latest issue.
  - (ii) DERD 2494, Latest issue.
  - (iii) IATA Guidance Material-Kerosene Type Fuel, Latest issue.
  - (iv) ASTM D 1655, Latest issue.
- (b) **Electrical Conductivity**: In addition to the above specification requirements, at the Discharge Port Electrical Conductivity of the cargo must not be below 250 ps/m.
- (c) **Quality Certificate**: Quality certificate showing test methods and test results must be provided for each cargo. The refinery certificate forwarded and accompanying each cargo must mention all the above official specifications to which fuel has been produced and signed confirmation that the test results meet the specification limit.

**HIGH SULPHUR FURNACE OIL (HSFO 180CST) SPECIFICATION**

<b>SPECIFICATION</b>	<b>TEST METHOD</b>	<b>LIMIT (MAX)</b>
Viscosity @ 50°C cSt.	ASTM D 445	180
Density @ 15 °C	ASTM D 4052	0.991
BSW Content, % wt.	ASTM D1796	0.5
Sediment, % wt.	ISO10307	0.1%
Sulfur content, % Mass	D4294	3.5
Ash Content, % Mass	D482	0.1
Va, PPM	ISO10478/IP377	250
Na, PPM	IP377 mod/IP288	50
CCR (micro carbon test), % mass	ASTM D 4530	16
Asphaltenes, mg/kg	IP143	14
Flash Point, °C	ASTM D 93	60 MIN
Pour Point, °C	ASTM D97	24
AL, PPM	IP377 mod	30
SI + AL, PPM	IP377 mod	80
CCAI	Calculated	860
LHV, kJ/kg	D240	40,000 MIN
Compatibility	ASTM D 4740	2
Nitrogen	D3228	Report
Water (%)	ASTM D 95	0.5

Mod = Modified



**APPENDIX-D****MOGAS 95 RON SPECIFICATION**

Sl.	Characteristics	Requirements	Test Method
1	Density at 15°C, kg/L	Not limited but to be reported	ASTM D 1298, ASTM D 4052, IP 160
2	Color	No Dye	VISUAL
3	Copper Strip Corrosion 3Hours at 50°C	Not worse than No. 1	ASTM D 130, IP 154
4	Distillation		
	Initial Boiling Point (°C)	Not limited but to be reported	ASTM D 86, IP 123
	10% Recovery, VOL (°C)	Max. 75	
	50% Recovery, VOL (°C)	Min. 80 Max. 125	
	90% Recovery, VOL (°C)	Max. 180	
	Final Boiling Point (°C)	Max. 210	
	Residue (% VOL)	Max. 2	
5	Octane Number (Research method)	Min. 95	ASTM D 2699, IP 237
6	Oxidation Stability, in Minutes	Min. 240	ASTM D 525, ASTM D 7525, IP 40
7	Solvent Washed gum content, mg/ 100 mL,	Max. 4.0	ASTM D 381, IP 131
8	Sulphur Content, ppm	Max. 250	ASTM D 4294/ D 4045/ D7220/ D 3120, IP 107
9	Lead Content (as Pb), ppm	Max. 10*	ASTM D 3237/ D 5059, IP 270
10	Reid Vapor Pressure at 37.8°C (100°F), psig	Max. 10	ASTM D 323/ D 5191, IP 69
11	Doctor Test or Mercaptan Sulphur (% mass), Max.	Negative  0.001	ASTM D 4952/ D 3227, UOP 163, IP 30/ 342.

Note: \*The intentional addition of Lead is not permitted.

**APPENDIX-E****Quality Specification of Low Sulfur Fuel Oil (Marine Fuel 0.5%):**

Sl.	SPECIFICATION	TEST METHOD	Unit	LIMIT (MAX)
1	Viscosity @ 50 °C.	ASTM D 445	Cst	100 (MIN)
2	Density @ 15 °C	ASTM D 4052	Kg/m <sup>3</sup>	991.0
3	CCAI	Calculated	-	860
4	Sulfur content	D4294	% Mass	0.5
5	Flash Point	ASTM D 93	Deg. C	60.0 MIN
6	Hydrogen Sulfide	IP 570	mg/kg	2.0
7	Acid Number	ASTM D664	mg KOH/g	2.5
8	Sediment	ISO10307	% mass.	0.10
9	Carbon Residue- Micro method	ASTM D 4530	% mass	18.0
10	Pour Point	ASTM D97	Deg. C	30
11	Water	ASTM D 95	% vol	0.50
12	Ash Content	ASTM D482	% Mass	0.1
13	Vanadium	ISO 10478/ IP 470/ IP 501	PPM	350
14	Sodium	ISO 10478/ IP 470/ IP 501	PPM	100
15	Aluminum + Silicon	ISO 10478/ IP 470/ IP 501/ IP377	PPM	60
16	Used Lubricating Oil	ISO 10478/ IP 470/ IP 501	Nil	Nil

**Package-A****TENTATIVE DELIVERY SCHEDULE FOR GASOIL 50 PPM & JET A-1**

Month	Date	Quantity in Metric Tons (+/-10%)	
		Gasoil	Jet A-1
January 2023	02-04 January 2023	30,000	-
	09-11 January 2023	20000	10000
	15-17 January 2023	30,000	-
	23-25 January 2023	20000	10000
	29-31 January 2023	30,000	-
<b>Total =</b>		<b>130,000</b>	<b>20000</b>
February 2023	02-04 February 2023	20000	10000
	08-10 February 2023	30,000	-
	17-19 February 2023	30,000	-
<b>Total =</b>		<b>80000</b>	<b>10000</b>
March 2023	04-06 March 2023	30,000	-
	10-12 March 2023	20000	10000
	20-22 March 2023	30,000	-
<b>Total =</b>		<b>80000</b>	<b>10000</b>
April 2023	04-06 April 2023	30,000	-
	10-12 April 2023	20000	10000
	20-22 April 2023	30,000	-
<b>Total =</b>		<b>80000</b>	<b>10000</b>
May 2023	04-06 May 2023	30,000	-
	10-12 May 2023	20000	10000
	20-22 May 2023	30,000	-
<b>Total =</b>		<b>80000</b>	<b>10000</b>
June 2023	04-06 June 2023	20000	10000
	16-18 June 2023	20000	10000
	20-22 June 2023	30,000	-
<b>Total =</b>		<b>70000</b>	<b>20000</b>
<b>Package Total</b>		<b>520000</b>	<b>80000</b>
This schedule is for minimum quantity of the package. Remaining volume (3 Gasoil parcels=90,000 MT) will be scheduled as per demand at buyer's end.			

**N.B.** The right of the Buyer to modify by giving notice to the Seller by or before 15<sup>th</sup> day of the month prior to the month in which delivery is to be made.

**Package-B****TENTATIVE DELIVERY SCHEDULE FOR GASOIL 50 PPM & JET A-1**

Month	Date	Quantity in Metric Tons (+/-10%)	
		Gasoil	Jet A-1
January 2023	06-08 January 2023	30000	-
	12-14 January 2023	30,000	-
	16-18 January 2023	20000	10000
	20-22 January 2023	30,000	-
	26-28 January 2023	30,000	-
<b>Total =</b>		<b>140000</b>	<b>10000</b>
February 2023	05-07 February 2023	30,000	-
	14-16 February 2023	30,000	-
	23-25 February 2023	20000	10000
<b>Total =</b>		<b>80000</b>	<b>10000</b>
March 2023	07-09 March 2023	30,000	-
	16-18 March 2023	30,000	-
	24-26 March 2023	20000	10000
<b>Total =</b>		<b>80000</b>	<b>10000</b>
April 2023	07-09 April 2023	30,000	-
	13-15 April 2023	30,000	-
	24-26 April 2023	20000	10000
<b>Total =</b>		<b>80000</b>	<b>10000</b>
May 2023	07-09 May 2023	30,000	-
	16-18 May 2023	30,000	-
	24-26 May 2023	20000	10000
<b>Total =</b>		<b>80000</b>	<b>10000</b>
June 2023	07-09 June 2023	30,000	-
	16-18 June 2023	20000	10000
	24-26 June 2023	20000	10000
<b>Total =</b>		<b>70000</b>	<b>20000</b>
<b>Package Total</b>		<b>530000</b>	<b>70000</b>
This schedule is for minimum quantity of the package. Remaining volume (2 Gasoil parcels=60,000 MT) will be scheduled as per demand at buyer's end.			

**N.B.** The right of the Buyer to modify by giving notice to the Seller by or before 15<sup>th</sup> day of the month prior to the month in which delivery is to be made.

**APPENDIX-H**

**Package-C**

**TENTATIVE DELIVERY SCHEDULE FOR HSFO 180CST**

<b>Month</b>	<b>Quantity in Metric Tons (+/-10%)</b>
	HSFO 180cSt
February, 2023	25000
April, 2023	25000
May, 2023	25000
June, 2023	50000
<b>Total (approx.) =</b>	<b>125000</b>

**N.B.** The right of the Buyer to modify by giving notice to the Seller by or before 15<sup>th</sup> day of the month prior to the month in which delivery is to be made.

**APPENDIX-I**

**Package-D**

**TENTATIVE DELIVERY SCHEDULE FOR GASOLINE 95 RON**

<b>Month</b>	<b>Quantity in Metric Tons (+/-10%)</b>
January 2023	25000
February 2023	25000
April 2023	25000
June 2023	25000
<b>Total (approx.) =</b>	<b>100000</b>

**N.B.** The right of the Buyer to modify by giving notice to the Seller by or before 15<sup>th</sup> day of the month prior to the month in which delivery is to be made.

**APPENDIX-J**

**Package-E**

**TENTATIVE DELIVERY SCHEDULE FOR MARINE FUEL 0.5% 'S'**

<b>Month</b>	<b>Quantity in Metric Tons (+/-10%)</b>
January-March 2023	15000
April-June 2023	15000
<b>Total (approx.) =</b>	<b>30000</b>

**N.B.** The right of the Buyer to modify by giving notice to the Seller by or before 15<sup>th</sup> day of the month prior to the month in which delivery is to be made.

**BID BOND FORM**

Invitation for Quotation No: 28.03.0000.041.01.010.2023

Dated: 06<sup>th</sup> November, 2022.

To,  
[Name & address of Purchaser]

**TENDER GUARANTEE NO:**

We have been informed that [Name and address of Bidder] (hereinafter called “the Bidder”) intends to submit to you its Quotation dated [insert date of Quotation] (hereinafter called “the Quotation”) for the supply of Gasoil 50 ppm & Jet A-1 and / or HSFO 180 CST / or Gasoline 95 RON/ or Marine Fuel 0.5% ‘S’ under the above invitation for quotation.

Furthermore, we understand that, according to your conditions, Bid must be supported by a Bank Guarantee for Tender Security.

At the request of the Bidder, we (Name and Address of Bank) hereby furnish our irrevocable guarantee in your favour without cavil or argument for a sum of US Dollar \_\_\_\_\_ million as required by you in accordance with your quotation notice dated \_\_\_\_\_ inviting bids for the supply of \_\_\_\_\_ million Barrels/metric tons (plus minus ten percent at BPC’s option) of Gasoil 50 ppm & Jet A-1 and/ or HSFO 180 CST/ or Mogas 95 RON/ or Marine Fuel 0.5% 'S' and we hereby agree and undertake as follows:

- (1) To make payment of US Dollar \_\_\_\_\_ million to you, any sum or sums not exceeding in total against your demand by notice in writing certifying that the above Bidder:
  - (a) has unilaterally withdrawn its bid; or
  - (b) refused to accept the Notification of Award (NOA) within the period as stated under instructions to Bidders; or
  - (c) failed to furnish the requisite performance Bond within 7 (seven) days of the date of issuance of the letter of acceptance.
  - (d) refused to sign the Contract Agreement; or
  - (e) Carried out Suo moto (any) correction bearing direct reflection on price.
- (2) Notice as aforesaid shall be conclusive evidence of the Bidder’s default and of our liability to pay under this guarantee, so that payment shall be made forthwith on receipt of such written notice.
- (3) This guarantee shall come into force immediately and remain valid till **12<sup>th</sup> February, 2023** from the date of opening of the quotation or till the requisite Performance Bond is furnished, whichever is later.
- (4) Prior to the expiry of this guarantee as stated in (3) above, this guarantee shall not be discharged nor shall we be released from our obligations herein by any time or accommodation given or extended by you to the Bidder whether with or without our consent or notice to us.

Name & Signature:

Seal

**PERFORMANCE BOND FORM**

Invitation ref No.: 28.03.0000.041.01.010.2023

Dated: 6<sup>th</sup> November, 2023

To,  
[Name & address of Purchaser]

**PERFORMANCE GUARANTEE NO:**

We have been informed that [name and address of Supplier] (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No.[reference number of NOA/Contract] dated [NOA/Contract] (hereinafter called “NOA/Contract”) for the supply of Gasoil 50 ppm & Jet A-1 and / or HSFO 180 CST / or Mogas 95 RON/ or Marine Fuel 0.5% 'S', under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we hereby furnish in your favour our irrevocable guarantee without cavil or argument for a sum of amount US\$ \_\_\_\_\_ {the amount to be indicated shall equal 5(Five) percent of the total value} mentioned at **Serial-9**.

In consideration of the Seller having agreed to enter into a contract (hereinafter called “the Contract”) for the supply to the Bangladesh Petroleum Corporation of BSC Bhaban (1<sup>st</sup>Floor), Saltgola Road, Chattogram, Bangladesh (hereinafter called “the Buyer”) of \_\_\_\_\_ million barrels / metric tons (plus minus ten percent at Buyer’s option) of Gasoil 50 ppm & Jet A-1 and / or HSFO 180 CST / or Mogas 95 RON/ or Marine Fuel 0.5% 'S' , we (Name and Address of Bank) do hereby agree and undertake as follows:

- (1) To pay forthwith to the Buyer on demand by the Buyer and without prior recourse of reference to the Seller such sum or sums not exceeding \_\_\_\_\_ (amount to be inserted should be equal to Five percent of the total value mentioned at **Serial-9**), such demand to be made by a notice in writing addressed to us stating that the Seller has failed to fulfill its obligations under the contract.
- (2) Notice as aforesaid in writing from the Buyer that any amount has become payable under the guarantee shall, notwithstanding the fact that it may be disputed by the Seller or that there may be an arbitration clause in the contract, be conclusive evidence of the Seller’s failure to fulfil its obligations under the contract and our liability to pay under this guarantee, so that payment shall be made forthwith on receipt of such written notice.
- (3) The liability of the Bank is at all times limited to US\$\_\_\_\_\_ only. To the extent that this amount of US\$\_\_\_\_\_ is not fully paid under this guarantee, this guarantee shall remain in full force to the extent of the unpaid amount notwithstanding that any payment or payments have been made under it but shall expire in accordance to (4) below.
- (4) This guarantee shall come into force immediately and shall remain valid for a period of 10 (ten) months from the date hereof i.e. up to \_\_\_\_\_ (date).
- (5) Prior to the expiry of this guarantee as stated in (4) above, This guarantee shall not be discharged nor shall we be released from our obligations herein by any time or accommodation given or extended by the Buyer to the Seller whether with or without our consent or notice to us.

Name & Signature:

Seal

**APPENDIX-M**

**CONTRACT FORM**

**CONTRACT**

**FOR**

**SUPPLY OF GASOIL 50 PPM & JET A-1, HIGH SULPHUR FURNACE OIL (HSFO) 180 CST, GASOLINE 95 RON AND MARINE FUEL 0.5% 'S'**

**DURING 01 January to 30 June 2023.**

**BETWEEN**

**BANGLADESH PETROLEUM CORPORATION**

**AND**

**THE SELLER**

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AN AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 between \_\_\_\_\_ (hereinafter referred to as “the Seller”) OF THE ONE PART and Bangladesh Petroleum Corporation (BPC), BSC Bhaban (1<sup>st</sup> Floor), Saltgola Road, Chattogram, Bangladesh (hereinafter referred to as “the Buyer”) OF THE OTHER PART.

The Buyer shall from time to time nominate one of the Oil Marketing Companies (a subsidiary of BPC) as operating agent to handle the products to be imported under this Agreement.

WHEREAS the Buyer has invited offers for the supply of different grades of petroleum (**Package-A, Package-B, Package-C, Package-D & Package-E**) products on C&F Chattogram basis and whereas the Buyer has accepted the offer of the Seller on the terms and conditions hereinafter contained.

BPC’s quotation document ref. no. \_\_\_\_\_ dated \_\_\_\_\_, Seller’s offer No. \_\_\_\_\_ dated \_\_\_\_\_ and BPC’s subsequent Letter of acceptance no. \_\_\_\_\_ dated \_\_\_\_\_ shall form integral part of this agreement.

IT IS HEREBY AGREED as follows:

### **CLAUSE 1: QUANTITY AND DELIVERY SCHEDULE**

The Seller undertakes to supply and sell and the Buyer undertakes to purchase and pay for and take delivery in bulk one safe port/berth C&F Chattogram in accordance with Buyer’s requirements during the period **01 January to 30 June 2023** as per specifications given in **Appendix-A, Appendix-B, Appendix-C, Appendix-D & Appendix-E** hereto of the following contractual quantity:

**Package-A:** Gasoil 0.005% 'S': \_\_\_\_\_ Barrels (+/-10%) at Buyer’s Option.

Jet A-1 : \_\_\_\_\_ Barrels (+/-10%) at Buyer’s Option.

**Package-B:** Gasoil 0.005% 'S': \_\_\_\_\_ Barrels (+/-10%) at Buyer’s Option.

Jet A-1 : \_\_\_\_\_ Barrels (+/-10%) at Buyer’s Option.

**Package-C:** HSFO 180CST : \_\_\_\_\_ Metric Tons (+/-10%) at Buyer’s Option.

**Package-D:** Gasoline 95 RON: \_\_\_\_\_ Barrels (+/-10%) at Buyer’s Option.

**Package-E:** Marine Fuel 0.5% 'S' : \_\_\_\_\_ Metric Tons (+/-10%) at Buyer’s Option.

- (b) The products shall be delivered as per delivery schedule given in **Appendix-F, Appendix-G, Appendix-H, Appendix-I & Appendix-J**. The Buyer shall advise the Seller by or before the 15<sup>th</sup> day of the month prior to the month in which supply is to be made of any modification which the Buyer desires to make in the delivery schedule, as set out in **Appendix-F, Appendix-G, Appendix-H, Appendix-I & Appendix-J**. The quantities advised for each parcel shall be subject to a tolerance of (+/-10%) ten percent at Buyer’s option.
- (c) If the Buyer is unable to lift the entire contractual quantity during the contract period, then the contract period may be extended for 3 to 4 (three to four) months at Buyer’s option. After expiry of three to four months, it may be extended with mutual consent of both Buyer and Seller and the lifting program will be decided as per **Clause-1(b)** above. If any of the parties does not agree to extend the contract period after expiry of 3 (three) month, then the contract for supply of balance cargoes shall stand cancelled and neither party can claim any compensation in this respect from the other party.

### **CLAUSE 2: PRICE**

- (I) The price shall be the average of the high and the low quotations for “Gasoil 0.005% ‘S’ & Jet A-1 (Kerosene) and Gasoline 95 RON” as published in Platts Asia Pacific/Arab Gulf Marketscan under the heading “FOB Arab Gulf” for the Bill of Lading (B/L) date and for the 2 (two) publication days immediately preceding and 2 (two) publication days

immediately following the Bill of Lading (B/L) date making the average of said quotations for 5 publication days plus/minus a fixed premium/discount to be quoted by the Bidder (agreed term premium/discount) for deliveries during agreed time. In case the quotations are not reported for the Bill of Lading date, then the quotations reported for the three (3) consecutive Platts publication days immediately preceding and two (2) consecutive Platts publication days immediately following the B/L date shall be used for the purpose of price calculation only.

- (II) The price shall be the average of the high and the low quotations for “HSFO 180 cSt” and “Marine Fuel 0.5% 'S' ” as published in Platts Asia Pacific/Arab Gulf Marketscan under the heading “FOB Singapore” for the Bill of Lading (B/L) date and for the 2 (two) publication days immediately preceding and 2 (two) publication days immediately following the Bill of Lading (B/L) date making the average of said quotations for 5 publication days plus/minus a fixed premium/discount to be quoted by the Bidder for deliveries during agreed time. In case the quotations are not reported for the Bill of Lading date, then the quotations reported for the three (3) consecutive Platts publication days immediately preceding and two (2) consecutive Platts publication days immediately following the B/L date shall be used for the purpose of price calculation only.

### **CLAUSE 3: PAYMENT**

- (a) Buyer shall effect payment in US Dollars by confirmed irrevocable Letter of Credit in favour of Seller. The Letter of Credit in favour of Seller shall be opened through a Bank in Dhaka at least 07 days prior to the estimated date of commencement of loading. The Letter of Credit shall be valid for three months, the value and quantity shall be prefaced by the word ‘about’ to give a margin of 10% more or less. The Letter of Credit shall provide that Bills of Exchange for the full invoice value will be drawn on the aforesaid Bank with which it is established payable 30 (thirty) days from the Bill of Lading (B/L) date. The Letter of Credit shall specify that the following documents will be presented by Seller:
- (i) Signed commercial invoice in five copies on out turn quantity ascertained by independent inspector by measurement of the Vessel's tanks immediately upon arrival at the customary anchorage at the discharge port. In the event, outturn quantity/ship arrival figure is more than Bill of Lading figure, payment will be based on Bill of Lading quantity, which shall be taken as invoice quantity;
  - (ii) Signed One Original and five non-negotiable copies of the Bill of Lading;
  - (iii) Certificate of Quality of product on board the vessel certified by an independent surveyor at load port that product loaded as per contractual specification each in three copies;
  - (iv) Certificate of quantity on board the vessel certified by an independent surveyor at load port each in three copies;
  - (v) Certificate of origin in three copies.
- (b) The amount of the invoice of the cargo shall be paid after necessary deduction of overage insurance premium as per **Clause-6(b)**.
- (c) If payment due date falls on Saturday or non-Monday bank holiday in New York, payment shall be due on the last preceding business day. If the payment due date falls on a Sunday or Monday bank holiday in New York, payment shall be due on the following business day.
- (d) The final price shall be rounded to two (02) decimal places with the third decimal place to be increased to the upper digit whenever the third decimal place in five or greater than five and ignoring figure below 0.5 cents.

- (e) All bank charges payable within Bangladesh in connection with Letters of Credit shall be on the Buyer's account and outside Bangladesh (e.g. confirmation charges etc.) in connection with Letters of Credit shall be on Seller's account.

#### **CLAUSE 4: TITLE AND RISK**

In respect of each delivery, Buyer shall assume all Risks both marine and otherwise, including (but without limiting the generality of this article) loss, damage, deterioration, contamination or evaporation when the product(s) pass(es) vessel's permanent hose connection at the discharge port or lighterage area and Buyer shall procure adequate insurance of product(s) against all risks thereafter.

Title and Risk to the product shall pass from the Seller to the Buyer when the product passes the permanent flange connection of the vessel's intake hose at discharging point.

#### **CLAUSE 5: INFORMATION OF SHIPMENT PARTICULARS**

- (a) The Seller will communicate by E-mail/Fax the details of shipment to BPC (Buyer) immediately and in any event not later than one hour following the completion of loading.
- (b) On completion of loading Seller or Seller's agent shall E-mail/Fax to the Buyer the name of tanker, loading port, date and time of loading commenced, date and time loading completed, date and time of sailing, Bill of lading, Load Port Ullage Figure/Report, the gravity and quantity (gross and net) of oil loaded within 2/3 days.
- (c) The product(s) loaded under this Agreement must conform to quotation specification before commencement of discharge at Chattogram Port. In case the product(s) do not conform to the quotation specification, the Seller will replace the product(s) at their own cost and the Buyer will definitely not accept any liability in this respect.

#### **CLAUSE 6: NOMINATING PROCEDURE**

- (a) (i) The Buyer or his nominee shall advise the Seller by or before the 10<sup>th</sup> day of the month prior to the month in which supply is to be made of any modification which the Buyer desires to make to the delivery schedule as set out in Appendix-F, Appendix- G, Appendix-H, Appendix- I & Appendix- J. In the absence of such modifications being made, the Seller shall proceed to effect shipment in accordance with the said delivery schedule to ensure delivery at the port of discharge (Chattogram) by the stipulated date, allowing not more than the three (3) days date range for arrival at the said port, as provided in Appendix-F, Appendix- G, Appendix-H, Appendix- I & Appendix- J. Considering "**Bangladesh Flag Vessels (Protection of Interest) Act, 2019**" the seller shall endeavor its best to charter tanker owned by Bangladesh Shipping Corporation (BSC), BSC Bhaban, Saltgola Road, Chattogram, Bangladesh named (i) MT. Banglar Agrajatra (DWT of 38867 MT, IMO No. 9793856) (ii) Banglar Agradoot (DWT of 38919 MT, IMO No. 9793868) (iii) Banglar Agragoti (DWT of 38927 MT, IMO No. 9793870).
- (ii) Seller shall give notice 10 days prior to the commencement of each loading giving the name of the vessel, the approximate quantities to be shipped and the ETA at the discharge port (Chattogram).
- (iii) If the Seller is unable to provide a vessel for any shipment, the Seller shall so advise the Buyer at least 10 days prior to the date when commencement of its loading was scheduled. If the Buyer is obliged to purchase product from another source to make good shortfall resulting from the Seller's inability to provide a vessel, the Seller shall pay to the Buyer a sum equivalent to the difference between the Buyer's actual acquisition cost and the Seller's ruling contract price. The Buyer shall furnish to the Seller documentary evidence of the price paid for any such spot purchases.
- (b) The Seller shall not nominate a vessel bearing Israeli registration. The Seller shall make all endeavors to ensure that the vessel used for delivery of the cargoes at Chattogram are within 15 (fifteen) years old but not more than 20 years. Only under special circumstances Buyer may accept vessel over 15 years old provided that:

- Overage insurance premium including VAT and Tax if any on the vessel/cargo will be deducted from the C&F value of the cargo as per **Clause-3(b)**.
  - Seller confirms that vessel so nominated by them was found to be well maintained by owner of the vessel.
  - Vessel does not have record of High Ocean/transportation loss in her previous voyage if any to Chattogram.
  - Type of Hull is double hull vessel.
  - LOA within 610 Feet or 186 meters.
  - Vessel which has carried clean petroleum products on her last three voyages should be nominated.
- (c) The Seller may, with the prior notification to the Buyer within a reasonable time not exceeding 5 days from the nomination of a vessel, substitute any vessel by another vessel which is similar in all material respects to the vessel so replaced.
- (d) The Seller shall keep the buyer informed of any variation in the arrival date of the vessel.
- (e) The Master of the vessel shall keep the Buyer informed 96, 48 and 24 hours in advance of the vessel's ETA at the port of discharge.
- (f) On arrival of vessel at the port of discharge, the Master of the vessel or agent shall tender NOR during 0600AM to 0600PM upon arrival at Chattogram Port Outer Anchorage. NOR if tendered outside the above mentioned time (0600AM to 0600PM) shall not be taken into consideration for purpose of laytime calculation.

**CLAUSE 7: MEASUREMENT, SAMPLING AND TESTING**

- (a) (I) The measurement, sampling and testing of each shipment of products shall be carried out in accordance with the methods from time to time prescribed, approved or accepted by the American Society for Testing Materials (ASTM) and/or the American Petroleum Institute (API) and/or the Institute of Petroleum (IP) by any internationally reputed Surveyors like SGS, Bureau veritas & Royal etc. at the port of loading at Seller's cost.
- (II) The Seller shall arrange for certificates of quality and quantity and origin of products loaded in accordance with the aforesaid method for delivery to the Buyer, each signed by appropriate authority.
- (b) The quantity of product delivered (B/L Quantity) shall be determined at the time of loading on the basis of meter readings from the shore tanks, if available, otherwise by gauging the shore tanks immediately before and after loading of each shipment of product at load port. The quantity of product in each shipment determined pursuant to the foregoing procedure shall be corrected to a temperature of sixty degrees Fahrenheit (60 deg F) or fifteen degrees Celsius (15 deg C) in accordance with the 1982 ASTM-IP Petroleum Measurement Tables (or currently effective tables superseding the same).
- (c) All measured quantities shall be stated in net barrels and metric ton. Barrel (BBL) means forty two (42) US Gallons each of two hundred and thirty one (231) Cubic inches at sixty degrees Fahrenheit (60 deg F) or 3785 cubic centimeter at 15 deg C.
- (d) The quality of the product delivered shall be determined by representative samples taken by the independent inspector from the delivery vessel's tank after arrival at the discharge port.
- (e) The Independent Inspector shall issue Certificate of Quantity of the Products delivered and will endorse the Certificate of Quality issued by Buyer's nominated laboratory.
- (f) An Independent Inspector shall be mutually appointed by Buyer and Seller at discharge port for quantity determination and to witness the quality testing. The cost of the Independent Inspector shall be shared equally by Buyer and Seller. The Independent inspector's findings shall be final and binding on both parties save for manifest error or fraud. The quantity of the products to be delivered shall be determined by the independent inspector by measurement of vessel's tank immediately upon her arrival at

outer anchorage (hereinafter referred as “Ship Arrival Figure”). In the event, outturn/ship arrival figure is more than Bill of lading figure, payment term will be based on Bill of Lading quantity.

The Ship Arrival Figure as determined by independent inspector shall be the invoice quantity for payment purposes. In the event, the shortage (Ship arrival Figure minus Bill of Lading quantity) is over than 0.3% of Bill of Lading quantity, the Vessel’s Experience Factor (VEF) shall apply (if applicable) to ascertain the invoice quantity. Invoice quantity shall not exceed Bill of Lading figure in any manner.

The quality of products delivered shall be determined by representative samples taken by the Independent Inspector from the vessel’s tanks after arrival at the discharge port.

#### **CLAUSE 8: DISCHARGING CONDITIONS**

- (a) The Buyer shall accept discharge of the products at a berth or berths which the Buyer shall provide or cause to be provided.
- (b) Draft available for berth at Chattogram Port varies from 23-30 feet or 7-9 metres. The vessel must have minimum discharging capacity of 700 tons of the product carried per hour and LOA within 610 Feet or 186 meters.
- (c) The vessel must be able to come direct to customary Chattogram Outer Anchorage. Lightening of product if required from the customary Chattogram Outer Anchorage for the purpose of lightening the mother tanker in order to attain the permissible draft for entry to oil mooring berth shall be done at the Seller’s cost. It is understood that the current rates for lightening is Tk. 64.40 per metric ton of products lightened. Buyer shall issue an invoice for the lighterage charges after completion of discharge for each shipment and Seller shall settle said invoice within 30 days from receipt of the same.
- (d) The vessel of 25000/ 15000 metric tons of HSFO 180 cST / Gasoline 95 RON / Marine Fuel 0.5% 'S' cargo must be able to come direct to the Jetty.
- (e) The time for shifting/pilotage from outer Anchorage to berth will not count as laytime for demurrage. The time from hose disconnection of last lighter vessel till completion of berthing of mother vessel at River Mooring will not count as lay time. Delay in unloading both at outer anchorage and at berth on account of bad weather and or low tide will not count as laytime for demurrage.
- (f) Due to restriction imposed by Chattogram port authority prohibiting the night time navigation of the performing vessel at Chattogram outer anchorage, Seller shall abide by such night time navigation restriction. In the event that the performing vessel is unable to commence lightening on arrival by reason of such night time navigation restriction, lay time will not count from the Vessel's arrival until the next 0600 hours.
- (g) In case of inclement weather or for any other reason if the vessel is required to vacate/leave the berth at discharge ports before completion of discharge of product, the concerned handling company of BPC must take fresh sample of the product for test before commencement of next discharge at discharge port.
- (h) Total laytime allowed at discharge port for a full cargo of 30,000 metric ton inclusive of lightening shall be 120 running hours (Friday & Holidays included-FHINC). Demurrage shall be calculated for actual used laytime in excess of 120 hours discharge/laytime per full cargo/vessel. Such calculation shall be concluded and settled after completion of the contract.
- (i) Total laytime allowed at discharge port for a full cargo of 25,000 metric tons (+/-10%) of HSFO / Gasoline shall be 96 running hours (Friday & Holidays included-FHINC). Demurrage shall be calculated for actual used laytime in excess of 96 hours discharge/laytime per full cargo/vessel. Such calculation shall be concluded and settled after completion of the contract.

- (j) Total laytime allowed at discharge port for a full cargo of 15,000 metric tons (+/-10%) of Marine Fuel shall be 84 running hours (Friday & Holidays included-FHINC). Demurrage shall be calculated for actual used laytime in excess of 84 hours discharge/laytime per full cargo/vessel. Such calculation shall be concluded and settled after completion of the contract.
- (k) For vessels requiring lightening of products (Gasoil & Jet A-1 cargoes only) as per **clause-8(c)**, above laytime shall commence after six hours from time of tendering Notice of Readiness (NOR) by the Master of the vessel or commencement of discharge whichever is earlier;
- (l) Lay time will commence 06 (six) hours after NOR is tendered at Chattogram outer anchorage or when vessel is all fast with the lightening vessel or at berth, whichever occurs first. Lay time shall commence on the following rules:
  - (I) If vessel arrives and tenders NOR within agreed date range, lay time shall commence 06 (six) hours after NOR is tendered at Chattogram outer anchorage or when vessel is all fast with the lightening vessel or at berth, whichever occurs first.
  - (II) If vessel arrives and tenders Notice of Readiness (NOR) after the agreed date range, laytime shall commence when the vessel is all fast.
  - (III) If vessel arrives and tenders NOR before the agreed date range, lay time shall commence at 0600 hours on the first day of the agreed date range or when the vessel is all fast, whichever occurs first.
  - (IV) loss of time, if any on account of disputes arising between the vessel and local authority at the port of discharge shall be on the Seller's account.
- (m)
  - (I) If used laytime exceeds the allowance, the Buyer shall pay to the Seller demurrage for all such excess time at the full rate specified in **Clause 8(m)(V)** (Discharging Conditions). The Buyer's liability for demurrage shall be absolute and subject to the provisions of Clause (II) below. No demurrage shall be payable when delay is due to fault or failure of the vessel or discharge is suspended for vessel's purposes.
  - (II) If all or part of such demurrage is incurred due to fire or explosion at the port of discharge in or about the installation owned by the Buyer or his nominee or arises or results from act of God, act of war, riot, civil commotion, the time so spent will not be treated as lay time for the purpose of calculation of demurrage.
  - (III) Time lost for bad weather preventing discharging shall be considered at 50%.
  - (IV) No demurrage claim will be placed by supplier/bidder if, any access quantity is loaded/delivered than buyer's options or buyer's order placed quantity for that cargo.
  - (V) In case the Vessel is voyage chartered by Seller, Buyer shall pay demurrage to Seller strictly in accordance with charter party demurrage rate. In case the vessel is owned or time chartered by Seller, demurrage shall be payable at the assessment rate given by London Tanker Broker's Panel (LTBP), London for the month in which loading has taken place based on vessel's summer deadweight.
- (n) Demurrage, if payable as per **clause-8(m)** above, will be paid in US Dollar by the Buyer to the Seller.

#### **CLAUSE 9: TAXES, DUTIES AND IMPOSTS**

All taxes and duties, other than port charges, river dues and other imposts on the vessel at the discharge port (Chattogram), arising in the Buyer's country in connection with the sale and supply of the product by the Seller to the Buyer shall be on account of the Buyer. Any other payments than those mentioned above on account of sale or transportation of the products made by the Seller shall be on account of the Seller.

#### **CLAUSE 10: BUYER'S OPTION**

In the event the Seller manifests a firm intention not to deliver any or all of the said installments, the Buyer may after written notice first served on the Seller within 15 days of the manifestations of firm intention by the Seller, exercise an option to acquire from any other source of petroleum products under terms as nearly equivalent as possible to the installment not delivered and charge the difference between the contract price and the actual landed cost of the said products bought to the Seller.

#### **CLAUSE 11: FORCE MAJEURE**

- (a) For purposes of the Agreement "Force majeure" means an event which could not reasonably be expected to be prevented or controlled, including, but not limited to, accidents, earthquake, storm, flood, lightening or other adverse weather conditions, war, embargo, blockade, riot or civil disorder, terrorist acts or acts of God, but shall not include any event caused by the negligence of a party or any of its employees.
- (b) The failure of a party to fulfill any of the terms and conditions of this Agreement shall not be considered as a default of this Agreement in so far as such inability arises from Force Majeure, the affected party having taken all appropriate precautions, due care and reasonable alternative measures with the objective of carrying out the terms and conditions of this Agreement.
- (c) The affected party shall take all reasonable measures to remove such inability to fulfill the terms and conditions of this Agreement with a minimum of delay.
- (d) The affected party shall give notice to the other party of an event of force majeure as soon as possible, and similarly give notice of the restoration of normal conditions as soon as possible.
- (e) Both parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
- (f) If any event of force majeure should prevent performance for 60 days or more, then either party shall be entitled to terminate this Agreement, by giving notice in writing to the other party.
- (g) The party invoking force majeure may be required to provide adequate documentary proof of the event leading to enforcement of force majeure.

#### **CLAUSE 12: ARBITRATION**

If any question, difference or dispute whatsoever arises between the parties involved in this Agreement on any provision(s) herein contained or on the construction thereof, or as to any matter in any way connected therewith or arising therefrom, the matter in dispute shall be referred in Bangladesh to two arbitrators, one to be appointed by the Seller and other by the Buyer and in case the arbitrators are not unanimous in regard to the award they shall appoint an umpire to adjudicate on the reference or if they cannot agree on the appointment of an umpire the same shall be appointed by the court having jurisdiction in the matter under the provision of the Law of England, which shall also apply to all proceedings under this clause.

#### **CLAUSE 13: APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the Law of England.

#### **CLAUSE 14: SOURCE OF SUPPLY**

Products will be supplied by the Seller from the following Sources:

#### **CLAUSE 15: LOAD PORT**

Products will be loaded in the vessels at the following Load Ports:

#### **CLAUSE 16: NOTICES**

Except where otherwise stated, all notices required or purported to be given by one party to the other under this Agreement shall be given in writing and delivered to the other party or sent by ordinary post, e-mail or Fax (signed copy).

### **CLAUSE 17: INSTRUCTIONS**

Bidders along with quotations must provide-

- (I) The original money receipt of purchase quotation documents;
- (II) Bid Bond as per quotation notice;
- (III) Must provide information and supplying documents as wanted at **Serial-4** under BASIC STIPULATIONS content;
- (IV) All submitted papers and quotation documents must be Signed and Sealed by authorized official of Bidder.
- (V) Price and other information to be given clearly in “Proforma Summary for Quotation at **Appendix-N**”.
- (VI) Any conditional offer is not acceptable.
- (VII) If any information provided or submitted by the bidder under clause no.4 is found fake and/or fabricated, the bid will be treated as non-responsive. The Buyer may debar that bidder from participation of future tender/quotation for submission of fake or fabricated documents/ information.

### **CLAUSE 18: OTHER TERMS**

Except as provided for in this part of the Agreement, all other terms and conditions shall be in accordance with ICC INCOTERMS 2020 for CFR Sales/Purchase with latest amendment.



**Proforma Summary for Quotation**

<b>Invitation Ref. No:</b>	28.03.0000.041.01.010.2023	<b>Date:</b>	<b>06<sup>th</sup> November , 2022.</b>
<b>Name and Address of Bidder</b>			

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Package	Description of Item	Country of Origin	Unit of Measurement	Quantity	Unit price Discounts/Premium	Port of Loading	Validity of Offer	Remarks
Package-A	<i>Gasoil 0.005% Sulphur</i>	<i>[insert country of origin of the products] Except Israel</i>	<i>Per BBL</i>	3.879-4.550 Million Barrels (520,000-610,000 Metric Tons)	<i>[Insert unit price of Discounts / premium by US Dollar ]</i>		<b>15-01-2023</b>	
	<i>Jet A-1</i>	<i>[insert country of origin of the products] Except Israel</i>	<i>Per BBL</i>	0.640 Million Barrels (80,000 Metric Tons)	<i>[Insert unit price of Discounts / premium by US Dollar ]</i>			
Package-B	<i>Gasoil 0.005% Sulphur</i>	<i>[insert country of origin of the products] Except Israel</i>	<i>Per BBL</i>	3.953-4.401 Million Barrels (530,000 - 590,000 Metric Tons)	<i>[Insert unit price of Discounts / premium by US Dollar ]</i>		<b>15-01-2023</b>	
	<i>Jet A-1</i>	<i>[insert country of origin of the products] Except Israel</i>	<i>Per BBL</i>	0.560 Million Barrels (70,000 Metric Tons)	<i>[Insert unit price of Discounts / premium by US Dollar ]</i>			
Package-C	<i>HSFO 180cSt</i>	<i>insert country of origin of the products] Except Israel</i>	<i>Per MT</i>	125,000 Metric Tons	<i>[Insert unit price of Discounts / premium by US Dollar ]</i>		<b>15-01-2023</b>	
Package-D	<i>MOGAS 95RON</i>	<i>insert country of origin of the products] Except Israel</i>	<i>Per BBL</i>	0.860 million Barrels (100,000 Metric tons)	<i>[Insert unit price of Discounts / premium by US Dollar ]</i>		<b>15-01-2023</b>	
Package-E	<i>Marine Fuel 0.5% Sulphur</i>	<i>insert country of origin of the products] Except Israel</i>	<i>Per MT</i>	30,000 Metric Tons	<i>[Insert unit price of Discounts / premium by US Dollar ]</i>		<b>15-01-2023</b>	
<b>Total =</b>								

<b>Name:</b>	<i>[insert full name of signatory]</i>	<i>Signature with Date and Seal</i>
<b>In the capacity of:</b>	<i>[insert designation of signatory]</i>	<i>[ Sign]</i>
Duly authorized to sign the quotation for and on behalf of the Bidder		