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பரந்தன் கெமிக்கல்ஸ் கம்பனி லிமிட்டட்
PARANTHAN CHEMICALS COMPANY LIMITED

කර්මාන්ත සහ ව්‍යවසායකත්ව සංවර්ධන අමාත්‍යාංශය
கைத்தொழில் மற்றும் தொழில் முயற்சியாண்மை அபிவிருத்தி அமைச்சு
Ministry of Industry and Entrepreneurship Development

Chairman
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Web: https://pccl.lk/

මගේ අංකය எனது இல. My Number .....

ඔබේ අංකය உமது இல. Your Number .....

දිනය திகதி Date 13/5/2025

GENERAL CONDITIONS OF TENDER FOR THE
SUPPLY OF 756 (+/-10%) MT OF LIQUID CHLORINE PACKED IN 900/1000 KG. CAPACITY SUPPLIER CYLINDERS
BID NO. **PCCL/C/06/CL2/SC/2024/08**

01. Bids are hereby invited by the Chairman, Department Procurement Committee, Paranthan Chemicals Company Limited under Limited International Competitive Bidding (which is a 100% government-owned company and functions under the Ministry of Industry and Entrepreneurship Development of Democratic Socialist Republic of Sri Lanka), **from manufacturers / Authorized Dealers / Principals (Without paying local agent commission by PCCL)** for the supply of the following item: -

(a) Description of Material	-	Liquid Chlorine packed in 900/1000 kg Capacity Supplier Cylinders
(b) Technical Specifications	-	As indicated in para 15
(c) Quantity	-	756 (+/-10%) MT to be shipped as indicated in para-21 & 22

02. BIDDING DOCUMENTS

Bids must be submitted in duplicate in the attached offer sheet & marked “Original” and “Duplicate” and the tender conditions should be signed and returned along with the offer.

03. MANUFACTURERS SPECIFICATIONS

The manufacturer’s specifications and other details of the items offered and annex descriptive literature etc. should be provided in English by the Bidder.

04. CLOSING OF BID

All Bids shall be marked "***BID FOR THE SUPPLY OF 756* (+/-10%) *MT OF LIQUID CHLORINE PACKED IN 900/1000 KG. CAPACITY SUPPLIER CYLINDERS"*** in a clearly filled sealed cover and sent through post or courier as to reach The Chairperson, Department Procurement Committee, Paranthan Chemicals Company Ltd, No.446, Level 4, Galle Road, Ratmalana, Sri Lanka not later than ***11.00 am, 02nd of July 2025.*** Manufacturer or Principal can send their tenders either by post or courier or shall deposit sealed tender marked as aforesaid in the Company's Tender Box placed at Paranthan Chemicals Company Ltd, No.446, Level 4, Galle Road, Ratmalana, Sri Lanka not later than ***11.00 am, 02nd of July 2025.*** Proof of posting/ courier will not be accepted as a valid reason for the late receipt of tenders.

The pre bid meeting shall be held on 20th June 2025 at 10.30am, and bidders can obtain require clarification herein.

05. TENDER DOCUMENT

Tender forms could be downloaded from www.promise.lk and www.pccl.lk websites or can request through an email sent to suppliesofficer@pccl.lk or so.pccl@outlook.com / gm@pccl.lk

06. BUSINESS ADDRESS

Bidders should state in their tender the address to which orders, notices and correspondence relating to the bids and agreements should be sent. Any change of address should be notified to the Chairperson, Department Procurement Committee, Paranthan Chemicals Company Ltd, No.446, Level 4, Galle Road, Ratmalana, Sri Lanka, immediately and such notification should be acknowledged by the Company. Orders, notices, and correspondence will be sent to the stated address.

07. TIME OF OPENING OF BIDS

Bids will be opened immediately after the closing of the bid at the Head Office of Paranthan Chemicals Company Limited, No.446, Level 4, Galle Road, Ratmalana, Sri Lanka as per clause 04 above. Bidders will be allowed to be present at the opening of bids on the date and time and at the office specified in clause 04. Any bidder, if he so wishes, with or by the permission of the Chairperson, Department Procurement Committee, Paranthan Chemicals Company Limited, may scrutinize any bid that has been submitted to verify the bidding price in respect of the material tender for.

08. PERIOD OF VALIDITY

The price offered by all bidders shall be valid for acceptance for a minimum period of 91 days from the date of closing of the bid. In the event the period of validity is not stipulated in the Offer Sheet, the offer shall be rejected.

09. OFFERS

(a) The bidder/s should clearly indicate in the offer sheet the Cost, Insurance and Freight (CIF) price of the Liquid Chlorine. The Company will only accept the offer on CIF terms.

(b) All quotations must be in words and figures, any changes, erasures, alterations, or amendments should be authenticated by the tenderer's full signature. In the event of any discrepancy between words and figures, the amount given in words shall prevail.

(c) The offers shall be in US Dollars.

10. EVALUATION CRITERIA

Evaluation criteria to be carried out as per the laid down procedure by considering the total cost components such as Cost, Insurance and Freight (CIF value). Apart from that, the past performance of the supplier, monthly production capacity, time taken for delivery after shipping and financial capacity and previously awarded order or ongoing order decided by procurement entity.

The procurement committee has the authority to negotiate with the substantially responsive bidders to determine the quantity to be awarded as per the evaluated price in order to ensure an uninterrupted supply to customers of Paranthan Chemicals Company Limited. Apart from that, specifications of the liquid chlorine indicated in clause 15 will be considered when evaluating the bids. Bankrupted suppliers, blacklisted suppliers or suppliers who are rejected from the World Trade Organization will be eliminated.

The Suppliers should consent to provide samples to the independent body to check the product quality prior to the shipment.

11. FREIGHT CLAUSE

This clause has been prepared by considering the Ministry of Ports and Shipping gazette of notification No 2041/10 dated 17th October 2017 the Act No 10 of 1972, and under the section 7 of the Licensing of Shipping Agents Act No. 10 of 1972 as amended read with Regulation 12 of the Extra Ordinary Gazette 1877/26 dated 28.08.2014 of the Democratic Socialist Republic of Sri Lanka. (A copy is attached herewith for your reference). According to this,

"All Licensing of shipping agents, freight forwarders, non-vessel operating common carriers and container operators (Structure of charges) will be followed under mentioned procedures".

All charges on containerized cargo which cover the entire cost of the carriage of goods referred to in the transport document from origin to destination shall be included in the all-inclusive freight specified in the bill of landing which shall be recovered only from

the party who is contractually bound to pay the same.
"The service provider has to submit all-inclusive freight "shall include: -

(a) Charges on full container load:
(b) Terminal handling charges:
(c) Charges for the issuance of bill of lading or forwarders cargo receipt: and
(d) Charges on less than container load cargo (if applicable): and "Origin to destination "Means the carriage of goods from,

i. Container yard to container yard:
ii. Container freight station to container freight station:
iii. Container yard to container freight station:
iv. Container freight station to the container yard.

No, other charges will be paid to the service providers by the Paranthan Chemicals Company Ltd, under any circumstances.

Please note that a Special Operation plan (SOP) is to be followed when loading cargo to the containers and taking photographs by covering the inner side, bottom side, and outer sides of the container/s before loading to inspect the container/s condition and to prevent paying unnecessary damages to the container/s. prior to loading and after- loading photographs to be sent to the importer before departure of the ship from the loading port.

For those who have not followed the above procedure, PCCL will not be bound to pay either liner charges, any damages or PCCL will not follow a Joint survey procedure.

It is suppliers' responsibility to nominate a trustworthy freight forwarder and seaworthy containers, the losses due to poor services of the freight forwarder shall not be borne by Paranthan Chemical Company Limited.

Gazette Notification No.2302/24 dated 20th October 2022 is also relevant.

12. FULFILMENT OF CONDITIONS OF THE BID

All documents including the offer sheet shall be completed in full and duly signed in the appropriate place. Bidders should submit their offers on our offer sheet and any additional information may be annexed.

13. MODE OF PAYMENT

Payment will be made by the Company by an irrevocable Letter of Credit and payment terms as follows:

(a) Upon accepting CIF, Colombo full liner term basis and no additional charges related to freight will be paid by the company.

(b) Manually signed invoices in quintuplicate showing cost and all-inclusive freight separately. (HS Classification and CIF cost of each item should be indicated in the invoices).

(c) Certificate from manufacturers stating that the items shipped were manufactured by them. (**Manufacture's Certificate should be stated chlorine produce date**)

(d) Packing list in duplicate indicating gross weight, net weight in Kg, and the dimension of each package.

(e) If the Company requires a Certificate of Quality and Quantity from an independent authority of internationally recognized competence nominated by the Company, the cost of this certificate will be **borne by the supplier.**

(f) Certificate from the supplier that he had faxed directly to the Paranthan Chemicals Company Ltd. **Copies of Bill of Lading**., **Invoices**, and **Packing List**, **Analise Report, Country of Origin, Manufacture Certificates** within 01 day from the date of Bill of Lading. In addition, any Indian supplier shall certify that he had couriered the original of the certificate under Indo Sri Lanka Free Trade Agreement (ISFTA) to reach the company before the arrival of the carrying vessel in Port of Colombo. The fax Nos. and E-mail of the company are: 94-11- 2437830/94-11-2437557

E-mails: suppliesofficer@pccl.lk and so.pccl@outlook.com

(g) Documents under the Letter of Credit should be negotiated by the supplier within 14 days of the date of the Bill of Lading. All the Letter of Credit amendment charges should be borne by the supplier.

(h) It is the suppliers' responsibility to send the copy of commercial invoice of each shipment to submit for approvals of Ministry of Defense, Sri Lanka whenever prior to vessel sailing from port of loading. The Port detention charges incurred at Sri Lanka port due to delay approval granting by Ministry of Defense on late document submission will be recover from supplier.

14. DETAILS OF DOCUMENTS TO BE SUBMITTED WITH THE OFFER

Submission of the following documents is mandatory and if the bidder fails to submit those documents, the bid will be rejected.

a) Duly completed offer sheet

b) Duly completed compliance sheet

c) Bid security

In addition to completing the bidding form the following should be furnished along with the offer mark as per the Alphabetical order indicated below.

(a) A Manufacturer`s quality certificate.

(b) Business Registration Certificate.

(c) Legal Status Certificate (Public Company/Private Company/Partnership/ Sole Proprietor)

(d) Export License.

(e) Manufacturing and Selling Authority License.

(f) Material Safety data sheet (MSDS)

(g) Audited Financial Statements for the last 03 years

(h) Credit facilities, if any

(i) Packing particulars.

(j) Scanned ISO Certificates or Standard Quality Assurance Certificates by a Reputed Organization.

(k) Third Party Inspection Reports

(l) Factory Lab Reports.

(m) All bidders are requested to perfect and return their bidding documents in duplicate completed in full and duly signed in the appropriate place. Bidders should submit their offers on our offer sheet, and any additional information may be annexed.

(n) Make, Model, country of origin, and year of manufacture (at least 80% of the shelf life should remain at the time of receipt of items to Paranthan Chemicals Company Ltd) details should be provided.

15. SPECIFICATIONS OF LIQUID CHLORINE

The purity should be such that the chlorine content of the vaporized liquid shall not be less than 99.5% v/v when determined by the method described in BS 3947:1976
The purity of the liquid chlorine should be indicated in the bid submission form.

16. MAINTENANCE OF CYLINDERS

Empty 900/1000 Kg cylinders will be kept in the Paranthan Chemical Company Ltd Custody 150 days without paying any charge to the foreign supplier and Paranthan Chemical Company will take the sole responsibility of handling and safety of empty cylinders without any damage.

17. RIGHTS OF THE TENDER BOARD AND COMPANY

(a) The Department Procurement Committee does not bind itself to accept the lowest or any bid or any part of a bid.
(b) The Company is not responsible for paying to the expenses or losses which may be incurred by any bidder in the preparation of his bid.

18. TERMS

(a) Conditions of sales (if any) and terms of payments should be clearly stated in the bid.

(b) Documents required under the Letter of Credit should be negotiated by the supplier within 07 days of the date of Bill of Lading.

19. NAME AND ADDRESS OF PRINCIPALS AND LOCAL AGENTS

(a) Principal's and Local Agent/s name and address and e-mail address should be given separately, in the bid submission form. The company reserves the right to reject bids that do not furnish this information.

(b) If the local agent/s is available, power of attorney certificate will have to submit/declared in the 'bid submission form'.

20. TARE WEIGHT AND THE CAPACITY OF THE CYLINDERS

(a) The tare weight of a cylinder belonging to the Company is about 600kg – 650kg and the capacity of a cylinder is 900/1000 kg of Liquid Chlorine.

(b) The cylinder should be fitted with valves conforming to BS 341 Part 01 of 1962 with outlet threads 5/8 BSP P-R-H valve should be covered with protective hoods. (please see annexure III)

(c) In the evaluation of tenders, preference will be given to tenders quoted with the cylinders of inwards dish. (please see annexure A)

(d)) All suppliers' cylinders and the valves fitted to the cylinder should be in very good condition and not corroded or pitted. The Chairman, Tender Board, Paranthan Chemicals Company Limited in the interest of safety, reserves the right to revoke or cancel any pending orders from any supplier if customers, make written complaints and such complaints are found to be correct regarding corroded/pitted cylinders and defective valves.

21. QUANTITY, PACKING, MARKS, NUMBERS AND STICKERS

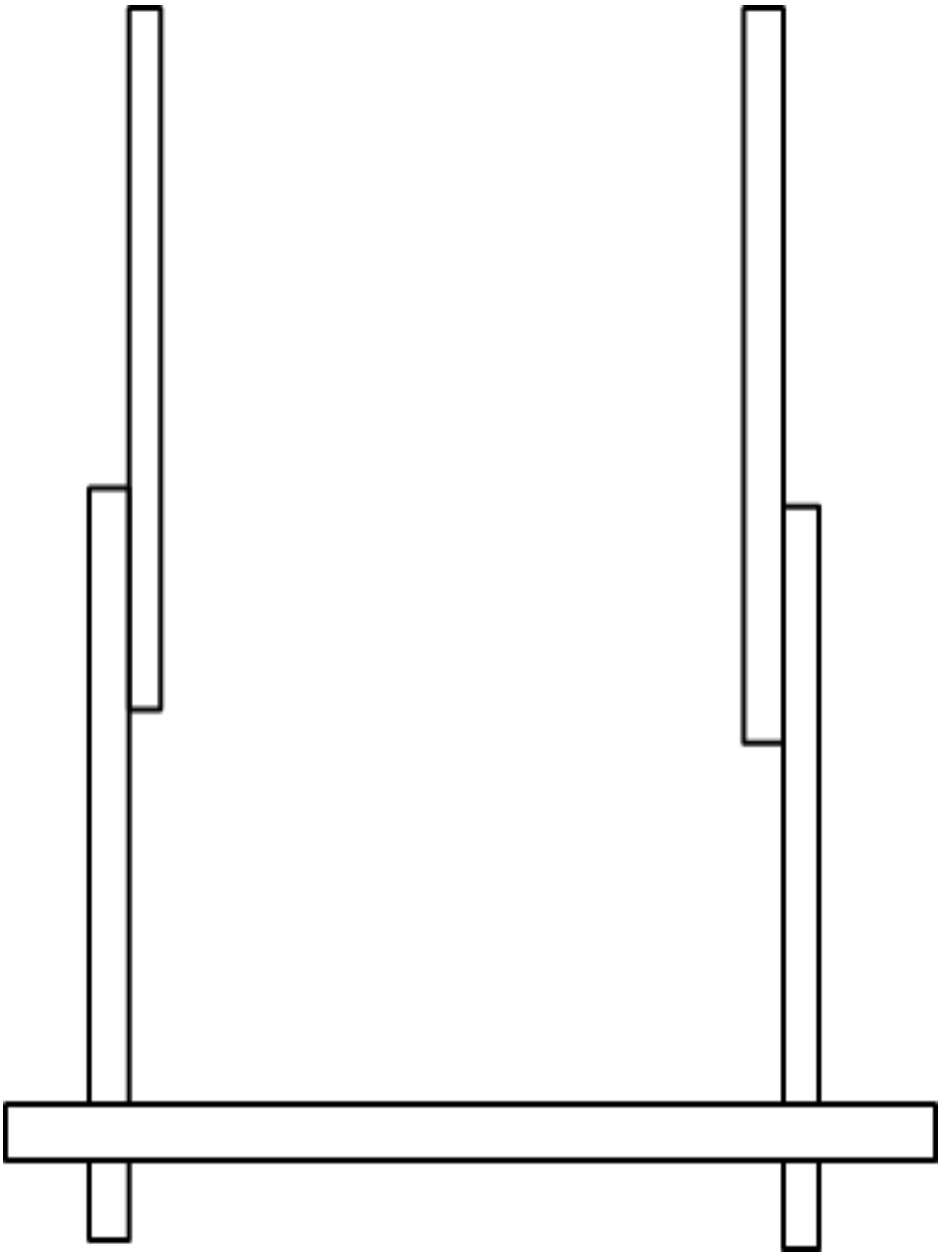
i. 756 (+/-10%) Metric Tons of Liquid Chlorine to be packed in cylinders to contain 900/1000 kg. Liquid Chlorine in each cylinder.

ii. In order to ensure that there is a steady and continuous supply of Liquid Chlorine, the Tender Board reserves the right to split the tender.

iii. Each 20' container should be stuffed with 14 x 900/1000kg. capacity cylinders filled with 12.6/14 metric tons of Liquid Chlorine. (Please refer to Annexure B)

iv. The cylinders should be laid in two tiers and should be supported by wood. planks and wooden plugs in order to ensure the safety of the cylinders at the time of unloading the cylinders at PCCL chlorine storing yard. Any damage caused to the containers due to poor quality wooden or stacking will be

charged from the supplier. (Please see the diagram)



Wooden planks
(3”x6”x126”) 02nos

Wooden planks
(3”x6”x126”) 02nos

v. The Tenderer is responsible to get the shipping agent to ensure that every single container used for stuffing of chlorine cylinders is covered by a valid insurance policy & the containers are in good condition. PCCL will not be responsible for any damage caused to the containers whilst in transit by land or sea.

vi. Identification marks, numbers and dangerous cargo stickers if required, to be fixed/marked on the container/s as per the instructions given by the government prior to shipping by the principal with his own expenses.

22. QUANTITY PER SHIPMENT

The full quantity awarded shall be supplied by the successful tenderer within 06 months depending on the quantity awarded commencing 21 days after the opening of letter of credit after sending empty cylinders to the suppliers, in shipments of a minimum of 126 Metric Ton per month.

The pattern of supplies could vary depending on the requirements of the company. A successful tender is required to comply with such amended requirements.

23. DELAYS IN DELIVERY AND LIQUIDATED DAMAGES

Where the successful bidder does not dispatch the materials on time to arrive in Sri Lanka-Colombo, in accordance with the stipulated date of delivery, the successful bidder shall, if so required by the Company, be bound to supply such quantities of the materials (as may be required to carry on sales uninterruptedly) at his own expenses by dispatching them by passenger vessel or other fast-moving vessel or by making any other suitable arrangements in order that the material will reach Colombo in due time, to enable the Company to carry on its sales programmed uninterruptedly. If the supplier fails to arrange supply in the manner aforesaid, the Company will have the right to make other alternative arrangements and to claim from the supplier any additional expenses, losses or damages incurred by the Company. Supplier is required to submit monthly delivery schedule as clause 22.

If the supplier fails to deliver any or all the item within the stipulated time period liquidated damages will be charged at the date of 0.5% of the total value of the contract per week (07 days) or part of thereof up to a maximum of 10% and such damages shall be recovered by the buyer from any due to the supplier. This is subjected to force majors strikes, sabotage any at of GOD which may occur in the origin country and availability of containers vessel space.

Liquid chlorine included shipment should be cleared out within 48 hours from Port of Sri Lanka therefore, supplier should be obtained approvals from Paranthan Company prior to load to the vessel, in addition to that supplier should avoid the vessel which is scheduled to berth on weekend or continues holidays in

Sri Lanka. Any financial loss due to not adhering to this will be recovered from supplier.

24. QUALITY AND SUITABILITY OF MATERIALS

a) The Liquid Chlorine required for sale, and it will be the responsibility of the tenderer to ensure not only that the Liquid Chlorine offered is in strict conformity with the specifications given, but also that the Liquid Chlorine offered by them are suitable for the generally accepted purposes for which Liquid Chlorine is manufactured.

b) The Liquid Chlorine offered in the tender should strictly conform to the specifications indicated therein.

25. COUNTRY OF ORIGIN AND PORT OF SHIPMENT

i. Country of Origin and the Port of Shipment should be clearly specified in the bid submission form.
ii. It is mandatory to the Certificate of origin to be couriered immediately after obtaining the same and to reach Paranthan Chemicals Company Limited prior to the arrival of the vessel carrying Liquid Chlorine. It is essential that the cylinder nos. given in the Certificate tally with the Invoice raised by the supplier at the time of export. Failure on the part of the supplier to ensure receipt of the said original certificate prior to the arrival of the vessel in Colombo Port will result in the recovery of any losses incurred by the Company which will be deducted from any payments due to the supplier.

26. DEFAULT BY SUCCESSFUL BIDDER

(a) If for any reason in the opinion of the Company, the successful bidder becomes incapable or unable to supply the materials offered in his bid, the Company shall have the right to obtain such materials from other sources and the defaulter is liable to pay to the Paranthan Chemicals Company all losses, damages, and expenses incurred by the Company in consequence of such default or breach.

(b) If the successful bidder defaults in the supply or otherwise commits a breach of the contract or any part thereof he shall be liable to pay to the Paranthan Chemicals Company Ltd. all losses, damage, and expenses incurred by the Company in consequence of such a default or breach.

27. BID GUARANTEE

A refundable Bid Security of 300 USD (or equal amount in LKR converted based on the CBSL published exchange rate at **selling rate** as of 4th June 2025 should be submitted in the form of bank guarantee /pay order acceptable to any licensed

commercial bank operating in Sri Lanka along with the bid as per the attached bid security form. *(Annexure 02).*

Bid bonds submitted through foreign banks should be in the form of Bank Guarantee. Swift messages will not be accepted as bid bonds unless they are accompanied by a valid endorsement/covering letter issued by a licensed commercial bank operating in Sri Lanka. Foreign banks should be backed by a commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.

Each bid submitted, including each alternative offer, should be accompanied by a separate bid security. A Bid or an alternative offer, submitted without a bid, security will be rejected. **The bid security validity period is 91 days** onward from the bid opening date.

28. PERFORMANCE GUARANTEE

The successful bidder has to provide within 14days of the letter of award, a Performance Guarantee (Bond) in the form of a Bank Guarantee of 10% of the total contract value (CIF) of the offer, issued by any foreign bank of the supplier's country and acceptable to any licensed commercial bank operating in Sri Lanka and governed by Central Bank of Sri Lanka and should be valid up to 28 days from date of arrival of final shipment in Colombo. **All the bank charges related to performance bonds should be borne by the supplier** *(Please refer to Annexure 03).*

29. BANK DETAILS

Paranthan Chemicals Company Limited bank details are as follows.

Account Holder	:	Paranthan Chemicals Co. Ltd
Bank Name	:	People's Bank
Bank Code	:	7135
Brach Name	:	International Banking Division
Account No	:	004100100211301 (Sri Lankan Rupee)
Address	:	International Banking Division, No.91, All Ceylon Hindu Congress (ACHC) Building Sir Chittampalam A. Gardiner Mawatha, Colombo 02.
Swift Code	:	PSBKLKLX

30. In case of guarantees/ securities issued directly by an overseas bank, such guarantees/ securities should be advised through a bank operating in Sri Lanka an acceptable to the central bank of Sri Lanka with a "Counter Guarantee".

31. Bidder should obtain export license/ clearance as applicable at bidder's cost.

32. If any item supplied is found to be non- conformity with the Paranthan Chemicals Company Limited specifications, such items will be rejected, and it is the bidder's responsibility to collect/ remove such rejected items as early as possible at bidder's own cost. In such circumstances, the bidder is required to replace such items with correct items which are confirmed with Paranthan Chemicals Company Limited specifications without any additional cost to Paranthan Chemicals Company Limited within Thirty days (30 days) of being notified such rejection. The bidder shall bear any cost resulting from such rejections until they are replaced with correct items.

    If it is found that the bidder has misrepresented facts in his tender, Paranthan Chemicals Company Limited shall be entitled to reject such bid. If such misrepresentation is found after awarding the tender, the Paranthan Chemicals Company Limited shall be entitled to terminate the contract and to claim securities/ guarantees without any liability on Paranthan Chemicals Company Limited towards the successful bidder.

33. Paranthan Chemicals Company Limited department procurement committee reserves the right to reject the whole offer or to accept part of the bid.

34. Any undue influence, offering of bribe or any other corrupt practices will result in this disqualification/ rejection of bid in addition to normal legal action.

35. A successful supplier should agree to enter into a contract agreement with Paranthan Chemicals Company Ltd.

36. LAW OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

    The Bid and contract resulting there from shall be governed by and construed according to the law of the Democratic Socialist Republic of Sri Lanka.

37. AQUAINTANCE WITH REGARD TO BID

    Bidders must fully acquaint themselves with the bid. No plea of insufficient information will be entertained at any time.

38. OTHER INFORMATION

    Any other information required by the tenderers can be ascertained upon application at the office of the General Manager of the Company. (General Manager Telephone No: +94-11-2437556 / Supply Division Telephone No: +94-11-2437557)

39. DEFAULTING BIDDERS

    Bidders will not be entertained from firms or principals who have been placed in the Defaulting Contractors List of the Government of the Democratic Socialist Republic of Sri Lanka or the company

40. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all the items within the stipulated time period liquidated damages will be charged at the rate of 0.5% of the total value of the contract per week (07 days) or part thereof up to a maximum of 10%.

41. ARBITRATION

Any dispute, controversy or claim arising out of relating to this tender/contract or for the breach, termination or invalidity thereof shall be settled by the arbitrator in accordance with the provision of the arbitration Act. No.11 of 1995 of Sri Lanka, Subject to the provisions of the Arbitration Act, the Rules of Arbitration of the International Chamber of Commerce (ICC), the United Nations Commission on International Trade Law (UNCITRAL) or Singapore International Arbitration Centre (SIAC).

PLACE OF ARBITRATION
Arbitration shall be held in Colombo, Sri Lanka

42. COMPLIANCES FOR THE CLAUSES

The bidder is required to submit the duly completed compliance sheet along with the bid mentioning the compliance for stipulated clauses as stated in clause 14.

43. SUPPORTIVE DOCUMENT

The bidder requires to furnish document checklist indicating in annexure 05

CHAIRMAN,
DEPARTMENT PROCUREMENT COMMITTEE,
PARANTHAN CHEMICALS COMPANY LIMITED

NO.446,
LEVEL 4, GALLE ROAD,
RATMALANA.
DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

Original/ Duplicate

BID SUBMISSION FORM

SUPPLY OF 756 (+/-10%) METRIC TONS OF LIQUID CHLORINE IN SUPPLIERS' CYLINDERS

CLOSE AT 11.00 AM ON 2nd July 2025.

01. Name & Address of the Principal…….....

02. Telephone numbers, E-mail address, web.
Site and name of contact person of Principal…….

……

03. Name, address & contact no. of Manufacturer: …….....

……..

04. Name, address & contact no. of the
authorized exporting company ……

05. Name & Address of the Local Agent ……

…….

06. Letter of Credit to be opened in favor of ……

07. Country of Origin: ……....

08. Port of Shipment: ……...

09. Purity of Chlorine (Certificate of the manufacturer to be attached) …….……

10.Price (Please quote one firm price per MT)
a). FOB (in figures) …….

(In Word) …….

b). Freight (Up/down) …….……

(In Word) …….

c). Insurance
(In figures) …….

(In Word) …….

d). CIF (In figures) ……..

(In Word) ……..

11. Rental per cylinder for each day delay up to the date of the bill of lading for the return of empty cylinders from Sri Lanka after the rent- free period. (Clause 16 applicable)

……

The company only offers delivery orders; a bank guarantee & refundable container deposits charges, and Terminal Dangerous Cargo surcharge and no additional charges will be paid.

12. a). Tare weight of supplier's tonner …….

b). Specification of Valve ……

c). Whether valves are covered with protector hoods …….

13. Bank Details …….

14. Validity of the tender …….

15. Remarks ……..

……

……

I /we accept the above terms and conditions of this tender.

……

(Signature of tenderer/Seal of Company

Date……

Witness to signature of the Tenderer

1……

2…….

THE FOLLOWING SECTION TO BE FILLED BY THE BIDDER

SPECIMEN FORM OF BID

The Chairman,
Department Procurement Committee,
Paranthan Chemicals Company Limited,
No.446, Level 4,
Galle Road,
Ratmalana.
Sri Lanka.

Tender for the Supply of …….

1. I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the "Information and Instructions to Tender terms and conditions of Tender" pertaining to the above Tender along with Schedules .....thereto, do hereby undertake to Supply the goods referred to therein in accordance with the aforesaid Instructions, Terms and Conditions for a total Bid Price of ……..
   The mark up of the aforesaid total Bid Price is given in the accompanying Price Schedule.

2. I/We confirm that this offer shall be open for acceptance until …….. and that it will not be withdrawn or revoked prior to that date.

3. I/We attach hereto the following documents as part of my/our Bid.

   (a) Bid Submission Form / Offer Sheet
   (b) Supplier Information Sheet
   (c) Documentary evidence to establish eligibility to bid as per clause 13.
   (d) Performance Bond Guarantee
   (e) Agreement
   (f) Any other document/s
   (g) Monthly Delivery Schedule (Commence after opening of letter of credit and on completion of empty cylinders as per clause 21 and 22)

4. I/We understand that you are not bound to accept the lowest bid and that you reserve the right to reject any or all bids or to accept any part of the bid without assigning any reasons, therefore.

5. We undertake to adhere to the delivery schedule.

6. My/Our Bank Reference is as follows:

Account Holder	**:**
Bank Name	**:**
Bank Code	**:**
Brach Name	**:**
Account No	**:**
Address	**:**
Swift Code	**:**

Contact Person’s name:

Designation:

Address:

Tel No:

Fax No:

Email Address:

Signature **Date**

Company Seal

ANNEXURE 02

Format for Bid Security Guarantee

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in the brackets]

_____*[insert issuing agency's name, and address of issuing branch or office]*_____.

Beneficiary: _____*[insert (by PE) name and address of Employer/ Purchaser]*

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 "the Bidder") has submitted to you its bid dated _____*[insert (by issuing agency) date]* (hereinafter called "the Bid") for the 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 if issuing agency]* hereby irrevocably undertake to pay you any some or sums not exceeding in total an amount of _____*[insert the amount in figures]* _____*[insert amount in words])* upon receipt by us of your first demand in writing accompanied by a written statement standing 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 IFB; or

(c) having been notified of the acceptance of its Bid by the Employer/ Purchaser 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)]

ANNEXURE 03

ACCEPTABLE FORMAT FOR PERFORMANCE GUARANTEE

---------- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* ----------

---

Beneficiary: ---------- *[Name and Address of* Employer*]* ----------

Date: .....

PERFORMANCE GUARANTEE No.: ----------

We have been informed that ---------- *[name of Contractor/Supplier]* (hereinafter called "the Contractor") has entered into Contract No --------- *[reference number of the contract]*

dated ---------- with you, for the ---------- *[insert "construction"/ "Supply"]* of---------- *[name of contract and brief description of Work]* (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 Contractor, we ---------- *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ---------- *[amount in figures]* (----------) *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor 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 ……, 2025. *[insert date, 28 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)]

ANNEXURE 04

CONTRACT AGREEMENT

This agreement is made and entered into at Colombo on this …… of ……, 20… between **Paranthan Chemicals Company Limited** a fully Sri Lankan Government owned Company duly incorporated under the provision of Company Act No.07 of 2007 having its registered office at No.446, L3, Galle Road, Ratmalana (hereinafter called "The Purchaser" which term shall where the context so requires and admits mean include the said Paranthan Chemicals Company Limited and its successors and assigns) of the one part.

AND

……having its registered office at ….....(hereinafter called "The Supplier which term shall where the context so requires and admits mean include the said ……. and its successors and assigns) of the other part.

WHEREAS the purchaser invited bids for National Competitive Bidding for Supply of 756 (+/-10%) Metric Tons of Liquid Chlorine in Company Cylinders. The Department Procurement Committee of the purchaser has approved the bid made by the supplier.

NOW THIS AGREEMENT WITNESSETH as follows:

01. To this Agreement words and expressions shall have the same meanings to them as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

02. The following documents attached hereunto shall be deemed to form and be read and construed as part and parcel of this agreement provided however its application and interpretation to be limited to the "Supply of 756 (+/-10%) Metric Tons of Liquid Chlorine"

(a) Tender Notice marked as **X1**
(b) Bid Document marked as **X2**
(c) The Department Procurement Committee decision dated.....marked as **X3**
(d) The Letter of Award dated ..... marked as **X4**
(e) The Letter of Acceptance dated .....marked as **X5**
(f) Performance Bank Guarantee (Ref. No. …….. dated..... for the period …….. to ……. for USD.....issued by ….....Bank) marked as **X6**

03. CONTRACT PRICE:

The Agreed Contract Price for "Supply of 756 (+/-10%) Metric Tons of Liquid Chlorine" shall be USD ……..

04. SPECIFICATIONS & STANDARDS:

Specifications and Standards applicable to the bid of "Supply of 756 (+/-10%) Metric Tons of "Liquid Chlorine" shall comply to the specification and standards set out in the bid document PCCL/C/06/CL2/SC/2024/08

05. COMPLETION PERIOD OF THE JOB:

The Supplier shall agree to supply of minimum ……. Metric Ton of Liquid Chlorine to the purchaser within 21 days from the opening of a letter of credit The balance shall be supplied within 05 months.

06. DEFECT LIABILITY PERIOD:

The Defects Liability Period shall be 30 days from the date of handing over of the material to the purchaser.

07. LIQUIDATED DAMAGES:

If the supplier fails to deliver any or all the items within the stipulated time period liquidated damages will be charged at the rate of 0.5% of the total value of the contract per week (07 days) or part of thereof up to a maximum 10% and such damages shall be recovered by the buyer from any dues to the Supplier. This is subjected to force major strikes, sabotage or any act of GOD which may occur in the origin country and availability of containers/ vessel Space.

08. PERFORMANCE BOND:

As security for the due and punctual and fulfillment of the terms and conditions of this agreement by the satisfactory completion of "Supply of 756 (+/-10%) Metric Ton of Liquid Chlorine" the Supplier shall furnish the Client with a Performance Bond valued 10% of the Purchase Price from a bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka. Performance Bond is valid up to..... However, the Purchaser shall request to extend the validity period of the performance bond as and when required.

09. PAYMENT TERMS

Payment will be made by an irrevocable Letter of Credit (LC) 100% at Sight.

10. ARBITRATION:

Any dispute, controversy or claim arising out of relating to this tender/contract or for the breach, termination or invalidity thereof shall be settled by the arbitrator in accordance with the provision of arbitration Act. No.11 of 1995 of Sri Lanka, Subject

to the provisions of the Arbitration Act, the Rules of Arbitration of the International Chamber of Commerce (ICC), the United Nations Commission on International Trade Law (UNCITRAL) or Singapore International Arbitration Centre (SIAC).

PLACE OF ARBITRATION
Arbitration shall be held in Colombo, Sri Lanka.

11. JURISDICTION:

The law of Sri Lanka will be applicable to this tender/contract and arbitration proceeding.

12. TERMINATION OF THE CONTRACT

This Contract may be terminated.

12.1 At any time by either Party, if the other Party has materially defaulted in carrying out.
its obligations and/or has materially breached any of the terms and conditions contained under this Contract and if the defaulting Party has failed, neglected and/or refused to take all and/or any necessary steps and/or acts to cure and/or to remedy such default and/or breach within twenty one (21) days following the date upon which the non-defaulting Party/has given a written notice specifying the facts constituting the material default and/or breach; or

12.2 At any time by the purchaser, upon notice, if the Supplier files for or consents to any.
assignment for the benefit or creditors, files or petition in liquidation, is adjudicated insolvent or take similar actions under laws of any jurisdiction for the general benefit of creditors of an insolvent or financially troubled debtor; or

12.3 by the mutual agreement of both Parties

12.4 The Provisions of Clause 08 of the Agreement, in so far, they are not inconsistent with this clause, shall apply to any termination of this Contract Agreement.

13. EFFECT OF TERMINATION OF THE CONTRACT

13.1 The Supplier shall refund any monies, which have been paid by the Purchaser if the termination is due to the default of the Supplier.

13.2 Nothing herein shall effect the Parties' other rights and remedies as may be available to the Parties under applicable laws.

In Witness whereof the Purchaser and the Supplier do hereby enter into this AGREEMENT at the place and date hereinafter appearing.

(a) The Supplier:

The Common seal of **…….** Is affixed hereto in the presents of two Directors.

1. …… NIC No……. Name……
2. ……. NIC No…….. Name……

Witness:

Who do attest the signature of the Supplier hereof at Rathmalana on this ……..day of ……. 2025

(1) Signature:……. (2) Signature:……

Name :…….. Name :……..

Address :…… Address :……...
…… ……...
…… ……
…… ……

(b) The Purchaser

The Common seal of **Paranthan Chemicals Company Limited** is affixed hereto in the presence of General Manager and Supplies Officer of Paranthan Chemicals Company Limited

1……..

2…….

Who do attest the sealing hereof at Rathmalana on this ……day of……. 2025.

(2) Signature:……. (2) Signature:……

Name :…….. Name :……..

Address :…… Address :……...
…… ……...
…… ……
…… ……

COMPLIANCE SHEET

Calling competitive Bids for Supplying 756 (+/-10%) MT Liquid Chorine filled in Paranthan Chemical Company Owned Cylinder. Bids will be open at 11.00 am on 2nd July 2025.

Tender Clause No	Agree	Disagree
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Signature & seal:

Annexure 05

Document checklist	
Document name	Number