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பரந்தன் கெமிக்கல்ஸ் கம்பனி லிமி ட்டட்
PARANTHAN CHEMICALS COMPANY LIMITED

කර්මාන්ත අමාත්‍යාංශය.
கைத்தொழில் அமைச்சு.

MINISTRY OF INDUSTRIES.



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எனது இல.
My Number }

ඔබේ අංකය
உமது இல.
Your Number }

දිනය
திகதி
Date } 13/10/2021

**TENDER FOR THE FREIGHT CONTRACT FOR THE SUPPLY OF 541.8 M/TONS OF
LIQUID CHLORINE FROM COMPANY CYLINDERS.**

BID NO. PCCL/08/CL2/FR/2021/03

1. Bids are hereby invited by the Chairman, Department Procurement Committee, Paranthan Chemicals Company Limited, on behalf of the Tender Board from the Licensed shipping lines who are registered under the Merchant Shipping Secretariat for the supply/providing of the services as indicated below.

A new tender is to be awarded for the supply of 541.8 M/Tons of Liquid Chlorine and a separate freight tender is called.

Product Name: 541.8M/T of Liquid Chlorine packed in 900Kg. Capacity
Cylinders
Chemical Name: Chlorine
Trade Name: Liquid Chlorine
Synonyms: Not Applicable
Molecular Wt.: 71
CAS No.: 7782-50-5
UN No.: 1017
Hazchem Code 2 X E
Description: Liquid Chlorine packed in 900 kg capacity Cylinders
Quantity: 541.8 M/T s (43 Nos. of 20' ft containers)
Container weight: Filled with Liquid Chlorine (14 cylinders) – 12.6 MT
Port of Loading: India – Chennai - Kattupalli Port
Indiya - Nhava Sheva Port
Bangladesh – Chittagong Port

2. The Bids should be sent in **duplicate** in favor of Chairman, Department Procurement Committee of, Paranthan Chemicals Company Limited under a sealed and registered cover or to be deposited in the "Tender Box" kept at the No. 100/25, Sri Ramanathan Mawatha, Colombo 13. Bids by Fax or E-mail will not be accepted.
3. The envelope containing the Bid should be marked as "**Bid for Freight Contract**" Reference No. **PCCL/08/CL2/FR/2021/03** and Bid opening date **25/10/2021** at the top left-hand corner" of the envelop and should reach not later than **10.00** hrs., on **25/10/2021** which will be the bid opening date and time. Bids will be rejected in case of failure to indicate these details. Further late bids will also be rejected.
4. Tender forms could be downloaded from company website(<http://www.pccl.gov.lk/>) or can request through an email sent to: pccsupplies@outlook.com
5. Bids will be opened immediately after the closing of the bid at the Head Office of Paranthan Chemicals Company Limited, 100/25, Sri Ramanathan Mawatha, Colombo 13, Sri Lanka. Bidders will be allowed to be present at the opening of bids on the date and time and at the office specified in this clause. Any bidder, if he so wishes, with or by the permission of the Chairman, Department Procurement Committee, Paranthan Chemicals Company Limited, may scrutinize any bid that has been submitted to verify the bidding price in respect of the service tendered for.
6. Offers should be forwarded without any conditions. The offers submitted with such conditions will be rejected.
7. Price offered by all bidders shall hold good for acceptance for a minimum period of 60 days from the date of closing of bid. In the event the period of validity is not stipulated in the Offer Sheet, the offer shall be rejected.
8. OFFERS

- (a) The bidders should clearly indicate in the offer sheet the All-inclusive Freight charges separately.

All charges on containerized cargo which cover entire cost of the carriage of goods referred to in the transport document from the origin to destination, shall be included in the all-inclusive freight specified in the Bill of Lading which shall be recovered only from the party who is contractually bound to pay the same.

"All- inclusive freight" shall include-

- *Charges on full container load*
- *Terminal Handing charges*
- *Charges for the insurance of Bill of Lading or forwarders cargo receipt*
- *Charges on less than container load cargo (if applicable)*

(b) All quotations must be in word 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.

9. DETAILS OF DOCUMENTS TO BE SUBMITTED WITH THE OFFER

Full details of the offer, including complete specifications inclusive of relevant literature should be submitted. Where the necessary literature is not sent, the Company reserves the right to consider same as an incomplete offer and reject it. In addition to completing the bidding form the following should be furnished in completing the bid.

- a) License obtained from Merchant Shipping Secretariat
- b) Company Profile
- c) Ownership of vessels details (if applicable)

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

11. If the total value is over Rs. 2,000,000.00/- (Excluding Vat) on demand unconditional bid bond to be submitted along with the bid. The value of the bid bond should be equal to 1% of the estimated/quoted value. *(Please refer Annexure 01)*

12. If the total value of the contract is over Rs. 500,000.00/= (Excluding VAT) the formal contract shall be signed by the success full bidder with Paranthan Chemicals Company Limited. *(Please refer Annexure 03)*

13. Performance Bond to the value of 10% of the total value is required the be submitted in the form of irrevocable Payable on demand and unconditional bank guarantee by the successful bidder if the contract/ Purchase Value Exceeds **2 Million (Excluding Vat)**, Validity of the same should be 28 Days beyond the warranty/completion period. *(Please refer Annexure 02)*

14. 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
Branch 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

15. Bidders to note that alternative bids/multiple options or offers will not be accepted.

16. 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 to pay for expenses or losses which may be incurred by any bidder in the preparation of his bid.

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

18. If the bidders are registered for VAT, the amount of VAT claimed should be indicated separately in the bid documents and any of the bidders who claim VAT and do not declare VAT Registration Number, will be liable for rejection of their bids.

19. The Chairman, Department Procurement Committee of Paranthan Chemicals Company Limited reserves the right to accept/ reject any or all bids or to accept a part of a bid.

20. DEFAULT BY SUCESSFUL BIDDER

(a) If for any reason in the opinion of the Company, 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, damages and expenses incurred by the Company in consequence of such default or breach.

21. Bidder should give a written undertaking that the bidder agreed for the above tender conditions in the offer. Regarding bidders those who fail to confirm in writing the acceptance of conditions given in the tender invitation when submitting their quotations, it will be construed that the bidder has agreed to such conditions in the event of such bidder being awarded such tender.
22. Any undue influence, offering of bribe or any other corrupt practices will result this disqualification/ rejection of bid in addition to normal legal action.
23. The law governing the contract shall be the laws of Democratic Socialist Republic of Sri Lanka.
24. Further details could be obtained from undersigned over the telephone No. 011 2437557 (Supplies Department).
25. Any queries/ information with regards to procurement could be obtained through email: pccsupplies@outlook.com

Yours Faithfully,



JEEWANANDA WIJESUNDARA
GENERAL MANAGER
LIEUTENANT COMMANDER (Rtd)
MBA(LM) KDU-(SL),Bec(Busi.Ad)Special(Hon)Sri (J) - (SL),
LLMC - (SL), SS/C - (D/ANG), CMILT - (UK), MISMM - (SL), MIM - (SL)
PARANTHAN CHEMICALS COMPANY LIMITED

For Chairman Procurement Committee,

PARANTHAN CHEMICALS COMPANY LIMITED
100/25, SRI RAMANATHAN MAWATHA,
COLOMBO 13.
DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

FOLLOWING SECTION TO BE FILLED BY THE BIDDER

SPECIMEN FORM OF BID

The Chairman,
Department Procurement Committee,
Paranthan Chemicals Company Limited,
100/25,
Sri Ramanathan Mawatha,
Colombo 13,
Sri Lanka.

Tender for the providing service 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) Price Schedule
- (b) Documentary evidence to establish eligibility to bid.
- (c) Documentary evidence to establish eligibility of goods offered from an eligible source and origin.
- (d) Documentary evidence to establish eligibility of goods offered.
- (e) Bid Bond
- (f) Documentary evidence to establish qualifications for the performance of the contract.
- (g) Any other document

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 :
Branch Name :
Account No :
Address :
Swift Code :

Contact Person's name:

Designation:

Address:

Tel No:

Fax No:

Email Address:

Signature

Date

Company Seal

ANNEXURE 01

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 02

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 Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the 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, 20..*[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 03

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.100/25, P.O Box 1489, Sri Ramanathan Mawatha, Colombo-13 (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

.....a company duly incorporated in Sri Lanka under Company's Act and having its registered office at (hereinafter called "The Service provider which term shall where the context so requires) of the other part.

WHEREAS the purchaser invited bids for National Competitive Bidding for Providing service of The Department Procurement Committee of the purchaser has approved the bid made by the service provider.

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 "Providing service of"
 - (a) Paper Advertisement 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 "Providing service of" shall be USD

04. SPECIFICATIONS & STANDARDS:

Specifications and Standards applicable to the bid of "Providing service of" shall comply to the specification and standards set out in the bid document PCCL/.../.../.../....

05. COMPLETION PERIOD OF THE JOB:

The Service provider shall agree to supply of Liquid Chlorine to the purchaser within first available vessel after the supplier has handed over the cargo to the shipping agent.

06. LIQUIDATED DAMAGES:

If the service provider 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 service provider. 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.

07. PERFORMANCE BOND:

As security for the due and punctual and fulfillment of the terms and conditions of this agreement by the satisfactory completion of “Providing service of” the service provider 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 the performance bond as and when required.

08. 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 arbitrator in accordance with 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.

09. JURISDICTION:

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

10. TERMINATION OF THE CONTRACT

This Contract may be terminated.

- 10.1 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

10.2 At any time by the purchaser, upon notice, if the service provider files for or consents to any assignment for the benefit of 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 debotor; or

10.3 by the mutual agreement of both Parties

10.4 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.

11. EFFECT OF TERMINATION OF THE CONTRACT

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

11.2 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 Service provider do hereby enter into this AGREEMENT at the place and date hereinafter appearing.

(a) The Service provider

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

1. NIC No..... Name.....

2. NIC No..... Name.....

(b) The Purchaser

The Common seal of **Paranthan Chemicals Company Limited** is affixed hereto in the presence of General Manager and Assistant General Manager (Administration) of Paranthan Chemicals Company Limited

1.....

2.....

Who do attest the sealing hereof at Colombo 13 on thisday of..... 2021.

(1) Signature:.....

(2) Signature:.....

Name :.....

Name :.....

Address :.....

Address :.....

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