

PARANTHAN CHEMICALS COMPANY LIMITED

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100/25, Sri Ramanathan
Mawatha, Colombo 13,
Sri Lanka.

19.11.2021

BIDS FOR GENERAL INSURANCE AND MOTOR INSURANCE COVERS FOR THE YEAR 2022

BID NO. PCCL/GEN/INS/2021/02

01. Bids are hereby invited by the Chairman, Department Procurement Committee, Paranthan Chemicals Company Ltd., from registered insurance companies under the Insurance Regulatory Commission of Sri Lanka (IRCSL) for the following insurance covers.

Public Liability Insurance
Workmen Compensation Insurance
Cash in Transit
Vehicle Insurance

02. BIDS FORMS

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

03. PERIOD OF ISSUE OF TENDER DOCUMENTS

Tender documents will be issued up to 3.30 p.m from 19.11.2021 to 09.12.2021 at Paranthan Chemicals Company Limited, 100/25, Sri Ramanathan Mawatha, Colombo 13 or can obtained from following websites <http://www.industry.gov.lk/> and <https://www.pccl.gov.lk/>.

04. CLOSING OF TENDER

All bids shall be marked **Bids for General Insurance Cover and Motor Insurance** and the sealed bid shall be submitted in the Tender Box, to reach The Chairman, Department Procurement Committee, Paranthan Chemicals Company Ltd., Democratic Socialist Republic of Sri Lanka not later than 10.30 a.m on 10.12.2021.

05. BUSINESS ADDRESS

Bids should state in their offers that the address to which orders, notices and correspondence relating to the tender agreements should be sent. Any change of address should be notified to the Chairman, Department Procurement Committee, Paranthan Chemicals Company Ltd.,100/25, Sri Ramanathan Mawatha, Colombo 13, Democratic Socialist Republic of Sri Lanka, immediately and such notification should be acknowledged by the Company. Orders, notices and correspondence will be sent to the stated address.

06. 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, 100/25, Sri Ramanathan Mawatha, Colombo 13, Democratic Socialist Republic of Sri Lanka. Bids or one of their authorized agents 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 bids, if he so wishes, with or by the permission of the Chairman, Department Procurement Committee, Paranthan Chemicals Company Ltd., may scrutinize any tender that has been submitted so as to verify the bidding price in respect of the material tendered for.

07. PERIOD OF VALIDITY

Price offered by all bidders shall hold 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 in the tender sheet, the offer shall be rejected.

08. FULFILLMENT OF CONDITIONS OF THE BID

All documents including offer sheet shall be completed in full and duly signed in the appropriate place. Bids should submit their offers in our offer sheet and any additional information may be annexed and tenderers have to accept our bid conditions in the tender documents and tenderers conditions will not be accepted.

09. PAYMENT TERMS

payment to be made after providing performance bond and signing the contract agreement with the successful service provider.

10. RIGHTS OF THE TENDER BOARD AND COMPANY

- a. The Tender Board does not bind itself to accept the lowest or any tender or any part of a tender.
- b. The Company is not responsible to pay for expenses or losses which may be incurred by any tenderer in the preparation of his tender.

11. DEFAULTS BY SUCCESSFUL TENDERERS

If for any reason in the opinion of the Company, successful tenderer becomes incapable or unable to agree to the tender conditions therein the Company shall have the right to default or is liable to pay to the Paranthan Chemicals Company Limited all losses, damages and expenses incurred by the Company in consequence of such default or breach.

12. SECURITIES AND GUARANTEE

- (a) If the total estimate value of the contract is over Sri Lankan Rupees 2,000,000/- (Excluding VAT) an on demand unconditional bid bond from the value of 2% of the offer value issues by a Commercial Bank operating in Sri Lanka and acceptable to central Bank of Sri Lanka as per the drafted format attached in the tender documents, it should be valid for a minimum of 60 days.(Annexure I)
- (b) Within 14 days on receipt of letter of award, successful bidder should provide an on demand, unconditional performance bond to the value of ten percent (10%) of the contract value, which is valid till twenty-eight (28) days beyond the contract. In the form of a bank guarantee issued by a Commercial bank operating and acceptable to the Central bank of Sri Lanka as per the drafted format attached in the tender documents. (Annexure II)

13. LAW OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

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

14. ARBITRATION

Any dispute or difference in opinion, which may arise between the Department Procurement Committee and the successful tenderer shall be referred to arbitration by two arbitrators, one to be nominated by each party. Arbitration proceedings shall take place in Sri Lanka and be governed by laws relating to such proceedings.

CHAIRMAN,

DEPARTMENT PROCUREMENT COMMITTEE -MINOR

PARANTHAN CHEMICALS COMPANY LIMITED

100/25, SRI RAMANATHAN MAWATHA, COLOMBO 13.

DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

JEEWANANDA WIJESUNDARA
GENERAL MANAGER
LIEUTENANT COMMANDER (Rtd)
MSA(LM) KDU-(SL), Bsc(Busi.Ad) Special(Hon) Sri (J) - (SL),
LLMC - (SL), SSAC - (BANG), CMILT - (UK), MISMM - (SL), MIM - (SL)
PARANTHAN CHEMICALS COMPANY LIMITED

Following section to be filled by the tenderer

I / We hereby agree to abide by the tender conditions specified above dated If any clarification is required, please contact the person whose details are mentioned hereunder.

Contact person's name :

Designation :

Address :

Tel.No. :

Fax No. :

E -mail :

Signature:

Date:

Company Seal

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)]

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)]

**Public Liability Insurance Cover for Rs.20,000,000/- for
Wagawatta Warehouse and Refilling Unit**

Public Liability cover is needed for following,

1. Public liability arising whilst transportation of chlorine in cylinders (cylinders stuffed in containers) from the Colombo Port to insured warehouse/refilling unit at Wagawatta, Horana
2. Public Liability arising out of defective cylinders whilst in Wagawatta warehouse and public liability arising due to a chlorine leak whilst in refilling operation at Wagawatta refilling unit
3. 72 hrs sudden and accidental pollution

Product Liability cover is needed for

1. Public liability arising out of defective cylinders whilst in transportation from Wagawatta warehouse to customer locations
2. Public liability arising out of defective cylinders whilst in customer locations and whilst in usage of cylinders at customer locations

Limit of liability shall be Rs.20,000, 000/- .General aggregate limit and each occurrence limit should be mentioned in the quotation separately. Deductible should be Rs.20,000/-.

Workmen Compensation Insurance

The details of the insurance cover required is as follows,

| Location | Total No.of Employees | Category | Total Gross salary per month |
|--|------------------------------|--|--|
| 100/25, Sri Ramanathan Mawatha, Colombo 13 | 33 | Executive -08 Nos. Management Assistant – 11 Nos. Driver -05 Nos. Office Aide - 09 Nos. | Rs.599,665.00 Rs.443,510.00 Rs.183,050.00 Rs.334,260.00 |
| Lot 23, Wagawatta Industrial Park, Wagawatta Poruwadanda, Horana | 11 | Executive - 01 Management Assistant- 03 Nos. Driver -01 No. Office Aide - 06 Nos. | Rs. 77,475.00 Rs.117,280.00 Rs. 38,590.00 Rs.221,100.00 |
| Fullerton Industrial Estate, Nagoda, Kalutara | 06 | Executive -02 Management Assistant-01 Nos. Office Aide - 02 Nos. Driver -01 No. | Rs.121,000.00 Rs. 41,760.00 Rs. 72,800.00 Rs. 40,450.00 |
| Kandy Road, Paranthan | 01 | Management Assistant-01 | Rs.39,060.00 |

Insurance Cover for Cash in Transit

Details of required insurance cover,

- Location (Head Office) - No.100/25, Sri Ramanathan Mawatha, Colombo 13
- Transit value per month -Rs.50,000.00
- Number of transits per week - 04
- Mode of transit - Cash sale, Tender deposit, Cylinder deposit & Petty cash reimbursement
- Area (from where to where) - from office to Peoples Bank –Corporate Branch & Peoples Bank -Kotahena Branch and Back to Office
- Cash in safe per day -Rs.50,000.00

Vehicle Insurance Details

| Vehicle No. | Year of manufacture | Vehicle Value. (Rs.) |
|--------------------|----------------------------|-----------------------------|
| KS - 9971 | 2011 | 6,000,000.00 |
| KS - 9960 | 2011 | 4,500,000.00 |
| CHA - 5055 | 2015 | 1,648,000.00 |
| PF - 4601 | 2013 | 5,977,500.00 |
| QT - 1588 | 2009 | 260,000.00 |
| ZA - 1164 | 2010 | 3,293,215.00 |
| LK - 8747 | 2013 | 5,200,000.00 |
| LM - 2165 | 2015 | 5,000,000.00 |