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பரந்தன் கெமிக்கல்ஸ் கம்பனி லிமி ட்டட்
PARANTHAN CHEMICALS COMPANY LIMITED
කර්මාන්ත අමාත්‍යාංශය.
கைத்தொழில் அமைச்சு.
MINISTRY OF INDUSTRIES.



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FAX NO : +94-11-2437555 Sri Lanka.
WEB SITE : <http://www.pccl.gov.lk/>
<http://www.industry.gov.lk/>

09th September 2022

GENERAL CONDITIONS OF TENDER FOR THE
SUPPLY OF 756 MT OF LIQUID CHLORINE PACKED IN 900 KG. CAPACITY
SUPPLIER'S CYLINDERS
BID NO. PCCL/13/C12/SC/2022/03

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 Industries of Democratic Socialist Republic of Sri Lanka), **from manufacturers/Authorized Traders principals** for the supply of the following item:

-

- | | | |
|------------------------------|---|--|
| (a) Description of Material | - | Liquid Chlorine packed in 900 kg capacity Supplier's Cylinders |
| (b) Technical Specifications | - | As indicated in para 14 |
| (c) Quantity | - | 756 MT to be shipped as indicated in para 21 |

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. MANUFACTURER'S 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 M/TONS OF LIQUID CHLORINE PACKED IN 900 KG. CAPACITY SUPPLIER’S CYLINDERS***” in a clearly filled sealed cover and sent through post or courier as to reach The Chairman, Department Procurement Committee, Paranthan Chemicals Company Ltd, No.446, L4,Galle Road, Ratmalana, Sri Lanka not later than ***10.00 a.m. on 29th September 2022.*** If manufacturer or Principal can be sent 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, L4, Galle Road, Ratmalana, Sri Lanka not later than ***10.00 a.m. on 29th September 2022.*** Proof of posting/ courier will not be accepted as a valid reason for the late receipt of tenders.

05. TENDER DOCUMENT

Tender forms could be downloaded from company website or Ministry of Industries website (<http://www.pccl.gov.lk/> , <http://www.industry.gov.lk/>) or can request through an email sent to: jeewananda09@yahoo.com .

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 Chairman, Department Procurement Committee, Paranthan Chemicals Company Ltd, No.446, L4, 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, L4, Galle Road, Ratmalana, Sri Lanka. as per the 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 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 material tender for.

08. PERIOD OF VALIDITY

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.

09. OFFERS

- (a) The bidder should clearly indicate in the offer sheet on the FOB price of the Liquid Chlorine and All-inclusive Freight charges separately. The Company may accept the offer on FOB terms. It will strictly be on FOB terms.
- (b) If it accepts the offer on C&F terms, it will strictly be on C&F terms and No any additional charges such as feeder charges, liner charges, terminal charges and any other local shipping agent charges, other than Delivery order, bank guarantee and refundable container deposits charges will be paid by the company, if the freight contract offered to a third party.
- (c) Insurance will be arranged by the Company locally, if the contract is awarded on FOB basis.
- (d) 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.
- (e) The offers shall be in US Dollars.

10. FREIGHT CLAUSE

This clause has been prepared by considering the Minister of ports and shipping gazette notification No 2041/10 dated 17 th October 2017, under Act No 10 of 1972 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 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.

“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 an 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 paid either liner charges, any damages or PCCL will not be followed a Joint survey procedure.

11. 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 in our offer sheet and any additional information may be annexed.

Successful bidder has to obtain filling permission for the cylinders from the explosive department or relevant authority of the bidders’ country.

12. MODE OF PAYMENT

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

- (a) Clean on-Board Bill of Lading if accepted on FOB basis or clean onboard freight prepaid Bill of Lading showing destination as Colombo, indicating the amount of freight paid on the Bills of Lading and the freight receipt issued by the shipping Company indicating the freight should be annexed, if accepted on C& F Colombo full Liner Term basis.
- (b) Manually signed invoices in quintuplicate showing cost and all-inclusive freight separately. (HS Classification and FOB cost of each item should be indicated in the invoices).
- (c) Certificate from manufacturers stating that the items shipped were manufactured by them.

- (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 charged to the buyer's account.
- (f) Certificate from the supplier that he had faxed directly to the Paranthan Chemicals Company Ltd., non-negotiable copies of Bill of Lading., Invoices, and Packing List 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 : 94-11-2437556 / 94-11-2437557 E-mails: jeewananda09@yahoo.com , importspccltd@gmail.com , fnmadu@gmail.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.

13. 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 and Manufacturer's specifications are not sent, the Company reserves the right to consider the 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) 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) 3 years of Audited Financial Statements (if available)
- (h) Packing particulars
- (i) ISO Certificates or standard quality assurance certificates by a Reputed organization.

(j) Third Party Inspection Reports. (If available)

(k) Factory Lab Reports.

(l) 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 in our offer sheet, and any additional information may be annexed.

(m) 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.

14. 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.

15. FOR SUPPLIES TO BE MADE IN SUPPLIER'S CYLINDERS

a) All supplier's 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.

b) The supplier shall make available cylinders to the Company for a rent-free period of 180 (One Hundred & eighty) days from the date of Bill of Lading from the supplier's country and thereafter a rental to be charged per cylinder per day for each day of delay after the 180th day from the date of Bill of Lading in supplier's country up to the date of Bill of Lading for the return of empty cylinders from Sri Lanka.

c) The Company will furnish a Company guarantee in the company letter head for the safe return of the tenderer's cylinders after using the liquid chlorine in Sri Lanka. The value of the Company guarantee per cylinder should be specified by the tenderer.

d) The tare weight of a cylinder (Tonner) should be furnished by the tenderer. If the tenderer does not furnish the tare weight of his cylinder, the Company will be compelled to reject the bid. Preference will be given to suppliers with higher tare weight of cylinders.

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. 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.

18. NAME AND ADDRESSES OF PRINCIPALS AND LOCAL AGENTS

- (a) Principal's and Local Agent/s name and address and the E-mail address should be given separately in 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.

19. TARE WEIGHT AND CAPACITY OF THE CYLINDERS

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

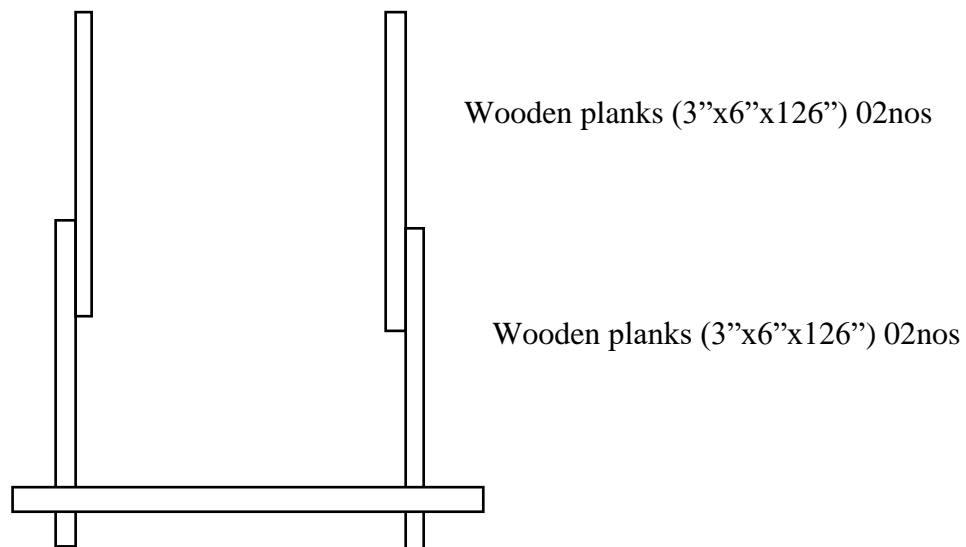
20. QUANTITY AND PACKING

- i) 756 Metric Ton of Liquid Chlorine to be packed in cylinders to contain 900kg Liquid Chlorine in each cylinder.

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.

- ii) In order to ensure that there is a ready and continuous supply of Liquid Chlorine, the Tender Board reserves the right to split the tender.
- iii) The successful tenderer should inspect and carry out the required test for the cylinders or the cylinder parts such as valves before filling of chlorine in to the cylinders.

- iv) Preference will be given to the tenderer who submits Filling Permission Certificate for cylinders from Explosive Safety organization of the respective country.
- v) In the evaluation of tenders, preference will be given to tenders quoted with the cylinders of inwards dish. (please see annexure 01)
- vi) Any damage caused to the container or the cylinders due to poor quality wooden or stacking will be charged from the supplier or their local authorized Agent. This should be strictly complied by the tenderers.
- vii) The cylinders should be laid in two tiers and should be supported by wooden planks and wooden plugs in order to ensure the safety of the cylinders at the time of unloading the cylinders at our chlorine storing yard. Any damage caused to the containers due to poor quality wooden or stacking will be charged from the supplier. (Please see annexure 02)



- viii. 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 container are in good condition. PCCL will not be responsible for any damages caused to the containers whilst in transit by land or sea.
- ix. 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 ship by the principal with his own expenses.

21. QUANTITY PER SHIPMENT

The full quantity awarded shall be supplied by the successful tenderer within 04 months depending on the quantity awarded commencing from 21 days after the

opening of Letter of credit after sending empty cylinders to the selected supplier. in shipments of minimum 126 MT per month.

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

22. DELAYS IN DELIVERY ANU 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 for supplies 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 required to submit monthly deliver schedule as clause no.21.

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

24. 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 essential that the original of this Certificate be couriered immediately after obtaining 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 the 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.

25. 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, damages, and expenses incurred by the Company in consequence of such default or breach.

26. PERFORMANCE BOND

The successful bidder has to provide within 14 days of the letter of award, a Performance Guarantee (Bond) in the form of a Bank Guarantee of 10% of the total contract value (FOB/CFR/CIF) of the offer, issued by any Commercial Bank operating in Sri Lanka and governed by Central bank of Sri Lanka, acceptable to Paranthan Chemicals Company Limited, to the effect that the deliveries will according to the delivery schedule as mentioned in this document or as agreed upon with the Chairman, Department Procurement Committee, Paranthan Chemicals Company Ltd, and should be valid up to beyond dates from the final delivery 28 days from date of arrival of final shipment in Colombo.

All the bank charges related to performance bond should be borne by the supplier.

27. 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 : PSBKKLXL

28. 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”.
29. Bidder should obtain export license/ clearance as applicable at bidder’s cost.
30. If any item supplied 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 confirming 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 bidder has miss represented facts in his tender, the Paranthan Chemicals Company Limited shall be entitled to reject such bid. If such miss representation 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.

31. 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.
32. Any undue influence, offering of bribe or any other corrupt practices will result this disqualification/ rejection of bid in addition to normal legal action.
33. Paranthan Chemicals Company Limited department procurement committee reserves the right to reject the whole offer or to accept part of the bid.
34. Successful supplier should agree to enter into a contract agreement with Paranthan Chemicals Company Ltd.
35. 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.

36. AQUAINTANCE WITH REGARD TO BID

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

37. 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: +-11-2437557)

38. DEFAULTING BIDDERS

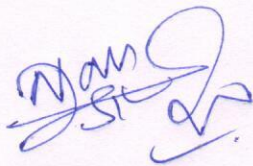
Bidders will not be entertained from firms or principals who have been placed in the Defaulting Contractors List of the Government of the Democratic Socialist Republic of Sri Lanka or the Company.

39. **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.



Sudesh Nandasiri
Chairman
Paranthan Chemicals Company Limited

**CHAIRMAN,
DEPARTMENT PROCUREMENT COMMITTEE,
PARANTHAN CHEMICALS COMPANY LIMITED**

**NO.446, L4,GALLE ROAD,
SRI LANKA
RATMALANA.
DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

THE FOLLOWING SECTION TO BE FILLED BY THE BIDDER

SPECIMEN FORM OF BID

The Chairman,
Department Procurement Committee,
Paranthan Chemicals Company Limited,
No.446,
Galle Road, Pan Asia Building,
Rathmalana.
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) Bid Bond
- (e) Agreement
- (f) Any other document/s
- (g) Month Delivery Schedule. (Commence from after opening of Letter of Credit and on completion of empty cylinders as per the 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 :
Branch Name :
Account No :
Address :
Swift Code :

Contact Person's name:

Designation:

Address:

Tel No:

Fax No:

Email Address:

Signature

Date

Company Seal

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.446,L3,Galle Road, Rathmalana (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 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 Metric Tons of Liquid Chlorine packed in 900kg capacity suppliers' cylinders"
(a) Tender Notice marked as X1
(b) Bid Document marked as X2
(c) The Department Procurement Committee decision dated ... and The Letter of Award dated marked as X3
(d) The Letter of Acceptance dated marked as X4
(f) Performance Bank Guarantee (Ref. No. dated for the period to for USD issued by Bank) marked as X5
(g) Delivery Schedule.

03. CONTRACT PRICE:

The Agreed Contract Price for "Supply of Metric Tons of Liquid Chlorine" shall be USD

04. SPECIFICATIONS & STANDARDS:

Specifications and Standards applicable to the bid of “Supply of 630 Metric Ton of “Liquid Chlorine” shall comply to the specification and standards set out in the bid document PCCL/13/CL2/SC/2022

05. COMPLETION PERIOD OF THE JOB:

The Supplier shall agree to supply of minimum Metric Tons of Liquid Chlorine to the purchaser within 30 days from the opening of letter of credit subject to purchaser supplying a sufficient number of empty cylinders to supplier coveringMT and same reaching supplier’s factory. The balance shall be supplied within 04 months and the grace period of 14 days given after completion of 04 months and the purchaser should export a sufficient number of empty cylinders. These conditions are subjected to the availability of containers/ vessel space.

06. DEFECT LIABILITY PERIOD:

The Defects Liability Period shall be 60 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 Metric Tons 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 28 days beyond the delivery period. However, the Purchaser shall request to extend the validity period 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 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.

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 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 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 affect 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.

14. Quantity Per Shipment. (Clause No: 21)

15. Delivery Per Schedule . (Clause No.22)

(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 thisday of 2022

(1) Signature:.....

(2) Signature:.....

Name :.....

Name :.....

Address :.....

Address :.....

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(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 Rathmalana on thisday of..... 2022.

(2) Signature:.....

(2) Signature:.....

Name :.....

Name :.....

Address :.....

Address :.....

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