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பரந்தன் கெமிகல்ஸ் கம்பனி லிமி டீட்ட  
PARANTHAN CHEMICALS COMPANY LIMITED  
කර්මාන්ත අමාත්‍යාංශය.  
கைத்தொழில் அமைச்சு.  
MINISTRY OF INDUSTRIES.



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24<sup>th</sup> November 2022

TENDER FOR THE SUPPLY OF 10 NOS. BRAND NEW CHLORINE CYLINDERS  
EACH OF 05 KG ,10KG OR 13 KG. CAPACITY  
BID NO. PCCL/21/CY/2022/01

01. INVITATION TO THE BIDDERS

International Competitive bids are hereby invited by the Chairman, Department Procurement Committee, Paranthan Chemicals Company Limited (which is a 100% government owned company and functioning under the Ministry of Industries of Democratic Socialist Republic of Sri Lanka), **from reputed Manufacturers/ Traders or Principals (Without paying local agent commission)** for the supply of the following items: -

- |                             |   |
|-----------------------------|---|
| (a) Description of Material | -Brand new cylinders each of 05 ,10 or 13 Kg capacity |
| (b) Quantity                | -Nos. 10  |

02. BIDDING DOCUMENTS

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. 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/> )

04. MANUFACTURER'S SPECIFICATIONS

The bidders should give in English the manufacturer's specifications and other details of cylinders offered and annex comprehensive descriptive literature etc.

05. CLOSING DATE OF TENDER

All bidders shall be marked "**TENDER FOR THE SUPPLY OF BRAND NEW CYLINDERS – 05 OR 10 OR 13 KG CAPACITY**" and sent through the post under registered cover, so as to reach the Chairman, Tender Board, Paranthan Chemicals Company Limited, No.446, L4, Galle Road, Ratmalana, Sri Lanka, Democratic Socialist Republic of Sri Lanka not later than **10.30 a.m on 08<sup>th</sup> December 2022**. If manufacturers or their accredited agents in the Democratic Socialist Republic of Sri Lanka do not choose to send their bids under registered cover, they or their agents shall deposit sealed bids marked as aforesaid in the Company's Tender Box not later than **10.30 a.m on 08<sup>th</sup> December 2022**. Proof of posting will not be accepted as a valid reason for the late receipt of tenders.

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 TENDERS

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. 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 material tendered 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/s should clearly indicate in the offer sheet on the Cost, Insurance and Freight (CIF) price of the 05kg or 10kg or 13kg brand new Chlorine cylinders. The Company will only accept the offer on CIF terms.

(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

10. FREIGHT CLAUSE

This clause has been prepared by considering the Ministry of Ports and Shipping gazette of notification No 2041/10 dated 17<sup>th</sup> 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 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 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 bound to pay either liner charges, any damages or PCCL will not follow a Joint survey procedure.

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

#### 11. QUALIFICATION OF BIDDERS

Bidder's experience of manufacture of similar type of cylinders specially for Chlorine use during last five (05) years, details of orders underway or contractually committed and reference of completed orders.

#### 12. FULFILMENT OF CONDITIONS OF TENDER

All documents including offer sheet shall be completed in full and duly signed in the appropriate place. Suppliers should submit their offers in 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) 70% on shipments against submission of shipping documents.
- (b) Balance 30% on completion of accepting of goods by the quality control board in Sri Lanka within 02 weeks.

Letter of Credit will be provided for payment against the following:

- (a) upon accepted on CIF Colombo Full Liner Term Basis and no any additional charges related to freight will be paid by the company.

- (b) Manually signed invoices in quintuplicate showing cost and freight separately. (The HS Classification and CIF cost should be indicated on the invoices).
- (c) Certificate from Manufacturers stating that the cylinders shipped were manufactured by them.
- (d) Certificate from the supplier that he had faxed directly to Paranthan Chemicals Company Ltd, negotiable copies of Bill of Lading, Invoices and Packing Lists within 03 days from the date of Bill of Lading.
- (e) At the same time the following information should be intimated to the Company by Fax or E- mail. The fax Nos and E- mail of the Company is 94–1-2324465 /94–1–2437829,  
E mail [\\_jeewanada09@yahoo.com](mailto:_jeewanada09@yahoo.com) & [importspccltd@gmail.com](mailto:importspccltd@gmail.com)

14. DETAILS OF DOCUMENTS TO BE SUBMITTED WITH OFFER

Full details of the offer, including complete specifications inclusive of literature should be submitted separately for each item tendered. Where necessary literature and manufacturer's specifications are not, the Company reserves the right to consider same as an incomplete offer and reject it. In addition to completing the tender form the following should be furnished in respect of each offer.

- (a) A manufacturer's quality certificate and test certificate issued by the SGS, Lloyd's Registrar or any other internationally accepted institution on the properties of the cylinders to be supplied.
- (b) All tenderers are requested to perfect and return their tender documents in duplicate completed in full and duly signed in the appropriate place. Tenderers should submit their offers in our offer sheet, and any additional information may be annexed.
- (c) Tenderers should submit the following drawings and documents:
  - (i) Detail drawings of the cylinder to indicate the overall dimensions, wall thickness, details of threads etc. together with other details such as chlorine capacity, water capacity, weight, test pressure, material of construction, valve inlet size.
  - (ii) Drawings of the valve to indicate the dimensions, inlet size, outlet size, stem head size, packing details, materials of fusible plug, valve body, spindle etc.
  - (iii) Certificate from manufacturer.

- (iv) Sample Certificate of Hydraulic Pressure Testing.
- (d) Proof of completed orders of similar type of cylinders.
- (e) Details of information regarding production facilities of the bidder, work methods & testing standards.

15. SPECIFICATIONS OF CYLINDERS

**General**

Steel cylinders for the storage of chlorine shall be of the seamless type manufactured to BS-5045-Part 1, 1982 Dot-3A 480, IS 7285-1988 , JIS B 8241-1989 or ISO 9809-1:2010

Cylinders shall be capable of discharging gaseous (chlorine) when placed in an upright position.

The chlorine capacity shall be less than 15 kg.

Hydrostatic test pressure shall be 30 kgf/Cm<sup>2</sup>

Tare weight (including valve but excluding dome) shall be less than 13 kg

Water Capacity shall be not less than +3%-0%

**Marking**

Each cylinder to bear the following marks:

On neck - Product manufacturer's identification symbol and number.

On shoulder - (a) Cylinder serial number

A serial number starting from **PCC 01** to be punched in each of the cylinder (**PCC 01 to PCC 10**)

(b) Hydraulic test pressure

(c) Test date (month and year) and the identification marks of the independent inspection authority.

(d) The number of the standard and the code of the material of construction

- (e) Tare weight (including valve but excluding dome)
- (f) Water capacity
- (g) Manufacturer serial No Cylinders shall be painted with golden yellow in accordance with BS 349:1973 for gas cylinders. Cylinders do not require a dip pipe.

### **Valve**

Cylinder valves shall be of the needle type. Valve body made of forged brass and spindle of monel metal with suitable gland packing of quality similar to PTFE. The valves should conform to specification BS 341 of 1962 with the inlet size 1" normal x 14 TP taper thread and outlet size 5/8" BSPFR. Exit valves. The outlet should be fitted with a cover nut. The valve spindle head should be 3/8" square.

## 16. BID BOND

A refundable Bid Security of 100 Dollar should be forwarded along with the bid as per the attached bid security form. (*Annexure 01*)

Bids submitted along with cheques for the refundable bid security will not be accepted by the company and the bid will be rejected.

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.

## 17. 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.

## 18. TERMS

- (a) Conditions of sales (if any) and terms of payment should be clearly stated in the tender.
- (b) Documents under the Letter of Credit should be negotiated by the successful tenderer within 07 days of the date of Bill of Lading.

19. SHIPMENT

The successful tenderer on receipt of the order should ensure that the original or copies of shipping documents are sent to reach the Company a minimum of 3 days before the arrival of ship carrying the cargo in Port of Colombo. Demurrage arising due to delay in receipt of shipping documents will be notified to the Supplier/Principal or authorized Trader/Agent for re-imburement. Failure to reimburse may result in the Company making a claim on the Performance Bond.

20. QUALITY AND SUITABILITY OF CYLINDERS

(a) It shall be the responsibility of the bidder to ensure, not only that the cylinders offered are in strict conformity with the specifications given, but also that the cylinders offered by them are suitable for the end users of Liquid chlorine.

(b) All cylinders offered in the tender should conform strictly to specifications indicated therein.

21. SHIPPING DOCUMENTS

The successful bidder should send by Air Mail/Courier to the Company a duplicate set of the documents consisting of four (04) copies of the Invoices and two copies of the Bill of Lading and a Certificate from the Manufacturer certifying that the Chlorine Cylinders shipped conform to the specification given in the accepted offer, as soon as the goods are sent on board. At the same time the following information should be intimated to the Company by E-mail.

- i. The net weight of the cargo
- ii. The gross weight of the cargo
- iii. Number of packages and the cylinder numbers
  - iv. The name of vessel and Port of shipment
  - v. The Bill of Lading Number

22. PACKING AND MARKING

Total number of cylinders-10 Nos. Brand New 05or 10or 13 kg. Empty Chlorine cylinders

23. QUANTITY PER SHIPMENT

The entire 10 Nos. cylinders should be shipped as a whole and partial shipment is not allowed and should reach port of Colombo during the month of December 2022.



24. DELAYS IN DELIVERY

Where the successful tenderer does not dispatch the materials in due time to arrive in Colombo, in accordance with the stipulated dates of delivery, 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.

25. DEFAULTS BY SUCCESSFUL TENDERERS

- (a) If for any reason in the opinion of the Company, successful bidder becomes incapable or unable to supply the cylinders offered in his tender, the Company shall have the right to obtain such cylinders from other sources and the defaulter is liable to pay to Paranthan Chemicals Company Limited all losses, damages and expenses incurred by the Company in consequence of such default or breach.
- (b) If a successful bidder defaults in the supply or otherwise commits a breach of the contract or any part there of he shall be 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.

26. NAMES AND ADDRESS OF PRINCIPALS

In case of bids forwarded by the Local Agents, their principal's Name, Address, contact number and also the Email Address should be given. The Company reserves the right to reject tenders which do not furnish this information.

27. PERFORMANCE BOND

The successful bidder has to provide within 07 days 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 Commercial Bank operating in Sri Lanka and governed by Central bank of Sri Lanka and 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 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. *(Please refer Annexure 02)*

28. LAW OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

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

29. ACQUAINTANCE OF CONDITIONS OF TENDER

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

30. OTHER INFORMATION

Any other information required by the bidders can be ascertained upon application at the office of the General Manager/ Supplies Officer Telephone No: +94-11-2324464 of the Company.

31. COUNTRY OF ORIGIN AND PORT OF SHIPMENT

Country of Origin and the Port of Shipment should be clearly specified in the offer sheet.

32. PRICES QUOTED SHOULD INCLUDE THE FOLLOWING

The tenderer should clearly indicate in the offer sheet the CIF Price. Company may accept the offers only on CIF terms.

33. VALIDITY OF TENDER AND DELIVERY PERIOD

The tender should be valid for acceptance for a period of sixty (60) days from the closing date and the validity period should be clearly given in the offer. The tenderer should also be prepared to deliver the cylinders on board within 60 days from the date of confirmation of the Letter of Credit.

34. AMENDMENTS TO TENDERS

All the amendments and erasures in the tender should be initialed by the bidder. If there is any discrepancy between figures and words, the amount given in words shall prevail and if there is any error in the tender it is liable to be rejected.

35. DEFAULTING TENDERERS

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

36. 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, L3,  
GALLE ROAD,  
RATHMALANA – SRI LANKA  
DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
*DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA***

**PARANTHAN CHEMICALS COMPANY LIMITED**

**OFFER SHEET**

**Original/Duplicate**

**10 NOS OF BRAND-NEW CYLINDERS OF 05KG,10 KG,& 13 KG CAPACITY**

01. Name & Address of the bidder (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. LC to be opened in favour of : .....
07. Country of Origin : .....
08. Port of Shipment : .....

09.

OFFER RATE USD	05 KG CAPACITY	10KG CAPACITY	13 KG CAPACITY
FOB Value per empty cylinder(In figures & in words)			
Freight charges per 10 nos cylinder Lot (In figures & in words)			
Insurance price per 10 Nos empty cylinders (In figures & in words)			
CIF value			

Note - only CIF values will be considered for evaluation

06. Specifications of cylinder and Valve

Cylinder Design Code	:
Chlorine capacity of cylinder (kg.)	:
Water capacity of cylinder (Litre)	:
Tare Weight of cylinder (kg.)	:
Hydraulic Test Pressure	:
Wall thickness mm	:
Overall length mm	:
Outside diameter mm	:
Cylinder provided with valve	:
Valve inlet size	:
Valve outlet size	:
Material of Valve	:
Material of Spindle	:
Drawing of Valve attached (Yes/No)	:
Protective hood (Yes/No)	:
Drawing of cylinder attached (Yes/No)	:
Certificate from Independent Inspection	:
Authority will be provided (Yes / No.)	:

07. Cubic measurement of each cylinder :

08. Validity of Tender :

09. Remarks :

I/We accept the Company's terms and conditions of this Tender.

Date .....

.....

Signature of Tenderer

Witness to signature of the Tenderer

Signature

01. ....

.....

02. ....

.....

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.446, L4, 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

.....a company duly incorporated in Sri Lanka under Company’s Act and having its registered office at ..... which is the Local Agent of ..... (hereinafter called “The Supplier which term shall where the context so requires and admits mean include the said local agent and its successors and assigns) of the other part.

WHEREAS the purchaser invited bids for International Competitive Bidding for Supply of 10 Nos. Brand New Chlorine Cylinders Each of 05 or 10 or 13 Kg. Capacity. 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 10 Nos. Brand New Chlorine Cylinders Each of 05 Or 10 or 13 Kg. Capacity”
  - (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 “Supply of 10 Nos. Brand New Chlorine Cylinders Each of 05 or 10 or 13 Kg. Capacity” shall be USD .....

**04. SPECIFICATIONS & STANDARDS:**

Specifications and Standards applicable to the bid of “Supply of 10 Nos. Brand New Chlorine Cylinders Each of 05 or 10 or 13 Kg. Capacity” shall comply to the specification and standards set out in the bid document PCCL/21/CY/2022/01

**05. DEFECT LIABILITY PERIOD:**

The Defects Liability Period shall be 180 days from the date of handing over of the material to the purchaser.

**06. 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.

**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 “Supply of 10 Nos. Brand New Chlorine Cylinders Each of 05 or 10 or 13 Kg. Capacity” 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 the performance bond as and when required.

**08. PAYMENT TERMS**

Payment will be made by the Company by irrevocable Letter of Credit. Letter of Credit will provide for payment against the following:

- (a) Clean on-Board Bill of Lading showing destination as Colombo.
- (b) Manually signed invoices in quintuplicate (BTN classification and CIF Cost should be indicated in each invoice).
- (c) Certificate from Manufacturers stating that the cylinders shipped were manufactured by them.

Certificate from the supplier that he had faxed directly to Paranthan Chemicals Company Ltd, or his Local Agent -negotiable copies of Bill of Lading, Invoices and Packing Lists within 03 days from the date of Bill of Lading.

**09. 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.

**10. JURISDICTION:**

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

**11. TERMINATION OF THE CONTRACT**

This Contract may be terminated

11.1 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

11.2 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

11.3 by the mutual agreement of both Parties

11.4 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.

## 12. EFFECT OF TERMINATION OF THE CONTRACT

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

12.2 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 Local Agent (On behalf of the supplier under the Power of Attorney):

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 Ratmalana on this .....day of ..... 2022

(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 .....of Paranthan Chemicals Company Limited

1.....

2.....

Who do attest the sealing hereof at Ratmalana on this .....day of..... 2022

(2) Signature:.....

(2) Signature:.....

Name :.....

Name :.....

Address :.....

Address :.....

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