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



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 E-MAIL : [gm@pccl.gov.lk](mailto:gm@pccl.gov.lk) Galle Road,  
[pccagmsupplies@gmail.com](mailto:pccagmsupplies@gmail.com) Ratmalana.

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<http://www.industry.gov.lk/>

Sri Lanka.

15<sup>th</sup> May 2023

**BID FOR SUPPLY OF 200 METRIC TONS OF HYDRATED LIME –**  
**BID NO. PCCL/NC/04/HL/2023/02**

**GENERAL CONDITIONS OF THE BID**

01. 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), on behalf of the Tender Board, **from manufacturers/ principals (Without paying Local Agent Commission)** for the supply of the following item: -

01.

- |                             |                           |
|-----------------------------|---------------------------|
| (a) Description of Material | - Hydrated Lime           |
| (b) Technical Specification | - As indicated in para 14 |
| (c) Quantity                | - 200 MT                  |

**02. BIDDING DOCUMENTS**

Bids must be submitted in original and duplicate in the attached bid submission from/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 Language by the Bidder.

**04. CLOSING OF BID**

All Bids shall be marked “***BID FOR THE 200 M/TONS OF HYDRATAED LIME***” 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, Galle Road, Ratmalana, Sri Lanka not later than 10.00 a.m.on 05<sup>th</sup> June 2023. If manufactures, foreign principals 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, Galle Road, Ratmalana, Sri Lanka not. later than 10.00 a.m. on 05<sup>th</sup> June 2023. Proof of posting/ courier will not be accepted as a valid reason for the late receipt of tenders.

**05. BIDDING DOCUMENT**

Bidding forms could be downloaded from the 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: [pccagmsupplies@gmail.com](mailto:pccagmsupplies@gmail.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, 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, Galle Road, Ratmalana, Sri Lanka as per clause 04. Bidders will be allowed to be present at the opening of bids on the date and time and at the office specified 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 tendered for.

**08. PERIOD OF VALIDITY**

Prices offered by all bidders shall hold good for acceptance for a minimum period of 60 days from the date of closing of bids. In the event the period of validity is not stipulated in the offer sheet, the offer shall be rejected.

**09. OFFERS**

The bidder should clearly indicate in the offer sheet on the CIF price of the Hydrated Lime and All-inclusive Freight charges separately. The Company may accept the offer on CIF terms. 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 or extreme cases Department Procurement Committee will have the right to decide on offers.

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 provider/s 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 bound to pay either liner charges, any damages or PCCL will not follow a Joint survey procedure.

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

11. FULFILMENT OF CONDITIONS OF THE BID

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

12. 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 after-quality testing in Sri Lanka within 02 weeks.
- (c) Advance payment or deviation from Paranthan Chemicals Standard payment terms (more than 70% on shipment) will require on demand, unconditional, encashable bank guarantee for same amount acceptable to Paranthan Chemicals Company Limited.

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

- (a) Clean on Board Bill of Lading if accepted on CIF basis or clean on board freight prepaid Bill of Lading showing destination as Colombo, indicating 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 CIF Colombo full Liner Term basis.
- (b) Manually signed invoices in quintuplicate showing cost freight and insurance separately. (HS Code and CIF cost of each item should be indicated in the invoices).
- (c) Certificate from manufacturers stating that the items shipped were manufactured by them.
- (d) Packing list in duplicate indicating gross weight, net weight in Kg and dimension of each package.
- (e) A test certificate should indicate date of manufacture and expiry for each batch / lot where necessary for the consignment, obtained from the Intertek Laboratory or any

other internationally accepted testing laboratory and should be sent along with the shipping documents. Test certificate shall comply with quality parameters indicated under item 15 of the offer sheet.

- (f) A copy of the test Certificate should be couriered directly to the Paranthan Chemicals Company Limited, along with the non-negotiable copies of Bill of Lading, invoices and packing lists within 03 days from the Date of Bill of Lading.
- (g) Documents in respect of sea freight cargo should necessarily be sent by fax, courier, or email. This is a compulsory requirement, which the successful bidder should comply with, to facilitate any clearness of cargo on arrival, without payment of demurrage charges. Demurrage charges, if any which become payable due to the supplier's failure to comply with above requirements will be claimed from 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.

#### 14. SPECIFICATIONS FOR HYDRATED LIME

The Hydrated Lime should conform to the following Specifications.

<b>Parameter</b>	<b>Specifications (Required)</b>
Particle size distribution a) Particles passing through 600- $\mu$ m sieve, % by mass, min. b) Particles passing through 75- $\mu$ m sieve, % by mass, min.	99.5 98.0
Free water content, % by mass, max.	2.0
Available Calcium hydroxide content (dry basis), % by mass, min.	80.0 – 90.0
Basicity factor, min.	0.72
Insoluble matter including Silicon dioxide (dry basis) % by mass, max.	10
Magnesium (as MgO), % by mass, max.	1.0
Manganese (as Mn) mg/kg, max.	25
Lead (as Pb) mg/kg, max.	10
Cadmium (as Cd) mg/kg, max.	2.0
Chromium (as Cr) mg/kg, max.	10
Arsenic (as As) mg/kg, max.	04
Mercury (as Hg) mg/kg, max.	0.2

The value of analysis should be given for each of the items specified above. If the value is not given for any one item, the tender would be rejected.

Every offer made should be supported by a manufacturer's Certificate of Analysis from whom Hydrated Lime would be supplied. In the event the Manufacturer's Certificate of Analysis is not furnished along with the offer sheet, the tender will be rejected.

The tenderer shall also furnish the written consent of the Manufacturer to provide the tendered goods in the manner specified by the company, in the event the offer is accepted. Failure to provide such documentary evidence along with the offer shall result in the rejection of the order.

The successful tenderer will have to supply Hydrated Lime from the Manufacturer whose certificate of analysis had been obtained and furnished along with the offer sheet.

#### 15. RIGHTS OF THE TENDER BOARD AND COMPANY

- (a) The 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.

## 16. TERMS

- (a) Conditions of sale (if any) and terms of payments should be clearly stated in the bid.
- (b) Documents under the Letter of Credit should be negotiated by the supplier within 07 days of the date of Bill of Lading.

## 17. NAME AND ADDRESSES OF PRINCIPALS

- (a) Principal's name and address and the E-mail address should be given. The company reserves the right to reject bids which do not furnish this information.
- (b) For the purpose of awarding the bid, the Bidder is that mentioned in Cage 1,
- (c) annexed 'Offer Sheet'.

## 18. SHIPMENT

- (a) The successful tenderer shall ship 200 Metric Ton of Hydrated Lime in Single shipment. Failure to perform shall result in the revocation of the order placed.
- (b) Immediately the consignment is shipped the supplier shall Fax / e-mail the following documents to **Fax No: 94-11-2437830 / 94-11-2435473 E- Mail: [gm@pcccl.gov.lk](mailto:gm@pcccl.gov.lk) and [pccagmsupplies@gmail.com](mailto:pccagmsupplies@gmail.com)** The name of the vessel and the quantity shipped and also courier within 03 days from the date of Bill of Lading four copies of each of the documents referred to in paragraph 17 above.

## 19. SAMPLES

Only the shortlisted bidders are required to send a two samples of 500 gms. of Hydrated Lime packed in an airtight container to be delivered when informed. It is the responsibility of the bidder to ensure that the samples are received by the Chairman, Department Procurement Committee, Paranthan Chemicals Company Limited, No 446, L3, Galle Road, Ratmalana, Sri Lanka. The successful bidder if so, required by the Company shall send two samples by air each under sealed cover to Chairman, Department Procurement Committee, Paranthan Chemicals Company Limited, prior to shipment with the lot inspection report forwarded by the third party an acceptable agency (SGS OR Government recognize agency).

## 20. QUALITY AND SUITABILITY OF MATERIALS

- (a) The materials required are for the manufacture / sale and it will be the responsibility of the tenderer to ensure, not only that the materials offered are in strict conformity with the specifications given, but also that the materials offered are suitable for the purpose indicated herein.

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

21. PACKING AND MARKING

The 200MTs of Hydrated Lime should be packed in 25kg. P.P -2 ply bags. The bags to be woven with P.P inner liner lining of minimum gauge 350 and sealed to avoid absorption of moisture from the atmosphere and capable of withstanding transport by sea, rail handling and storage. The full details of packing, the country of origin, the country of shipment and the delivery time should be clearly indicated in the bid.

The following marking should be indicated in the carbouys / packing.

01. Manufacture's Name or registered trade mark;
02. Name and Grade of Hydrated Lime;
03. Country of Origin
04. The Net Mass in kilograms
05. Batch Number;
06. Percentage of the Hydrated Lime;
07. Expire date and Manufacturing date

22. DELAYS IN DELIVERY

Where the successful bidder does not dispatch the materials in due time to arrive in Colombo, in accordance with the stipulated dates of delivery such 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 production uninterruptedly) at his own expenses by dispatching them by passenger 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 production / sales programmes 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 thereby by the company.

23. DEFAULT BY SUCESSFUL TENDERER

- (a) If for any reason in the opinion of the Company, successful bidder becomes incapable or unable to supply the materials offered in his tender, 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 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 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.

#### 24. BID GURANTEE

A refundable Bid Security of 100 Dollar or equivalent amount of Sri Lankan rupees should be forwarded along with the bid as per the attached bid security form. (*Annexure 02*)

Bids can be submitted in the form of Bank Guarantee / Pay order acceptable to any commercial bank operating in Sri Lanka.

Each bid submitted including each alternative offer should be accompanied by a separate bid security. A Bid or an alternative offer, submitted without a bid security will be rejected.

#### 25. PERFORMANCE GURANTEE

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 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 28 days from date of arrival of final shipment in Colombo. (**Please refer Annexure 03**)

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

#### 26. 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 – (004)
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

27. 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”.
28. Bidder should obtain export license/ clearance as applicable at bidder’s cost. 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.
29. 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.
30. 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.
31. Any undue influence, offering of bribe or any other corrupt practices will result this disqualification/ rejection of bid in addition to normal legal action.
32. Paranthan Chemicals Company Limited departmental procurement committee reserves thigh to reject the whole offer or to accept part of the bid.
33. Successful supplier should agree to enter into a contract agreement with Paranthan Chemicals Company Ltd.
34. LAW OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

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

35. AQUAINTANCE WITH CONDITIONS OF TENDER

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

36. 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: +-11-2435473)

37. 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.

38. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all the items within the stipulated 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%.

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.



**Chaminda Karunaratne**  
Chairman  
Paranthan Chemicals Company limited

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

**NO.446, L3,  
GALLE ROAD,  
RATHMALANA – SRI LANKA  
DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

**Annexure 01****FOLLOWING SECTION TO BE FILLED BY THE BIDDER****SPECIMEN FORM OF BID**

The Chairman,  
 Department Procurement Committee,  
 Paranthan Chemicals Company Limited,

No.446, Gall Road  
 Ratmalana,  
 Sri Lanka.

Tender for the Supply of .....

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

The mark up of the aforesaid total Bid Price is given in the accompanying Price Schedule.

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

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

- (a) Bid Submission form (Original and Duplicate)
- (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
- (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 02

*Format for Bid Security Guarantee*

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

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

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

Date: \_\_\_\_\_ *[insert (by issuing agency) date]*

BID GUARANTEE No: \_\_\_\_\_ *[insert (by issuing agency) number]*

We have been informed that \_\_\_\_\_ *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called the "the Bidder") has submitted to you its bid dated \_\_\_\_\_ *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the execution/ supply *[select appropriately]* of *[insert name of contract]* under Invitation for Bids No. \_\_\_\_ *[insert IFB number ("the IFB")]*.

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we \_\_\_\_\_ *[insert name if issuing agency]* hereby irrevocably undertake to pay you any some or sums not exceeding in total an amount of \_\_\_\_\_ *[insert the amount in figures]* \_\_\_\_\_ *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement standing that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/ Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to \_\_\_\_\_ *(insert date)*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date. \_\_\_\_\_.

*[signature(s) of authorized representative(s)]*

## ANNEXURE 03

## ACCEPTABLE FORMAT FOR PERFORMANCE GUARANTEE

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

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

Date: .....

PERFORMANCE GUARANTEE No.: .....

We have been informed that ----- *[name of Contractor/Supplier]* (hereinafter called "the Contractor") has entered into Contract No ----- *[reference number of the contract]* dated ----- with you, for the ----- *[insert "construction"/ "Supply"]* of ----- *[name of contract and brief description of 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 04

**CONTRACT AGREEMENT**

This agreement is made and entered into at Colombo on this ..... of ....., 20... between **Paranthan Chemicals Company Limited** a fully Sri Lankan Government owned Company duly incorporated under the provision of Company Act No.07 of 2007 having its registered office at No.446, Galle Road, Pan Asia Building, 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 International Competitive Bidding for Supply of ..... Metric Tons of Hydrated Lime. 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 200 Metric Tons of Hydrated Lime
  - (a) Tender Notice marked as **X1**
  - (b) Bid Document marked as **X2**
  - (c) The Department Procurement Committee decision dated ..... marked as **X3**
  - (d) The Letter of Award dated ..... marked as **X4**
  - (e) The Letter of Acceptance dated ..... marked as **X5**
  - (f) Performance Bank Guarantee (Ref. No. .... dated ..... for the period ..... to ..... for USD ..... issued by ..... Bank) marked as **X6**

**03. CONTRACT PRICE:**

The Agreed Contract Price for “Supply of ..... Metric Tons of Hydrated Lime” shall be USD .....



**04. SPECIFICATIONS & STANDARDS:**

Specifications and Standards applicable to the bid of “Supply of 200 Metric Tons of “Hydrated Lime” shall comply to the specification and standards set out in the bid document **PCCL/NC/04/HL/2023/02**

**05. COMPLETION PERIOD OF THE JOB:**

The Supplier shall agree to supply of minimum 200 Metric Tons of Hydrated Lime to the purchaser within 30 days from the opening of letter of credit.

**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 .....200..... Metric Tons of Hydrated Lime” 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. All bank charges related to performance bond should be borne by the supplier.

**09. PAYMENT TERMS**

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

- (d) 70% on shipments against submission of shipping documents.
- (e) Balance 30% on completion of accepting of goods by the after-quality testing in Sri Lanka within 02 weeks.
- (f) Advance payment or deviation from Paranthan Chemicals Standard payment terms (more than 70% on shipment) will require on demand unconditionally encashable bank guarantee for same amount acceptable to Paranthan Chemicals Company Limited.

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

40. Clean on-Board Bill of Lading if accepted on CIF basis or clean on-board freight prepaid Bill of Lading showing destination as Colombo, indicating 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 CIF Colombo full Liner Term basis.
41. Manually signed invoices in quintuplicate showing cost and freight separately. (HS Code and CIF cost of each item should be indicated in the invoices).
42. Certificate from manufacturers stating that the items shipped were manufactured by them.
43. Packing list in duplicate indicating gross weight, net weight in Kg and dimension of each package.
44. A test certificate should indicate date of manufacture and expiry for each batch / lot where necessary for the consignment, obtained from the Intertek Laboratory or any other internationally accepted testing laboratory and should be sent along with the shipping documents. Test certificate shall comply with quality parameters indicated under item 12 of the offer sheet.
45. A copy of the test Certificate should be couriered directly to the Paranthan Chemicals Company Limited, along with the non-negotiable copies of Bill of Lading, invoices and packing lists within 03 days from the Date of Bill of Lading.

Documents in respect of sea freight cargo should necessarily be sent by fax, courier, or email. This is a compulsory requirement, which the successful bidder should comply with, to facilitate any clearness of cargo on arrival, without payment of demurrage charges. Demurrage charges, if any which become payable due to the supplier's failure to comply with above requirements will be claimed from supplier

## **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 debotor; or
- 12.3 by the mutual agreement of both Parties
- 12.4 The Provisions of Clause 08 of the Agreement, in so far they are not inconsistent with this clause, shall apply to any termination of this Contract Agreement.

**13. EFFECT OF TERMINATION OF THE CONTRACT**

- 13.1 The Supplier shall refund any monies, which have been paid by the Purchaser if the termination is due to the default of the Supplier.
- 13.2 Nothing herein shall effect the Parties' other rights and remedies as may be available to the Parties under applicable laws.

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

**(a) The Supplier:**

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

- 1. .... NIC No..... Name.....
- 2. .... NIC No..... Name.....

Witness:

Who do attest the signature of the Supplier hereof at Rathmalana on this .....day of ..... 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 Assistant General Manager (Supplies) of Paranthan Chemicals Company Limited

- 1.....
- 2.....

Who do attest the sealing hereof at Rathmalana on this .....day of..... 2023.

(2) Signature:..... (2) Signature:.....

Name :..... Name :.....

Address :..... Address :.....  
 .....  
 .....  
 .....