Ministry of Industry and Entrepreneurship Development



PARANTHAN CHEMICALS COMPANY LIMITED <u>INVITATION FOR BIDS</u>



Sealed Bids are invited by the Chairman, Procurement Committee from manufacturers or principals or their accredited agents for the following tenders.

01) Bid No: PCCL/01/V&S/2025/01 - SUPPLYING 1000 Nos. BRASS/BRONZE CHLORINE VALVES AND 1000 NOS MONEL SPINDLES FOR 68 CAPACITY CYLINDERS.

Note: The Bid opening date will be held on 14th November 2025 at 10.30 a.m.

The pre bid meeting will be held on 04th November 2025 at 10.30am

Those who wish to apply should download the Bidding Document from the following website or send an email requesting the Bidding Documents.

Website:	Email:
www.promise.lk/	so.pccl@outlook.com
www.pccl.lk	suppliesofficer@pccl.lk

Bidders or their authorized representatives will be permitted to be present at the opening of Bids. Late Bids will be rejected.

Chairman

Department Procurement Committee,
PARANTHAN CHEMICALS COMPANY LIMITED

No.446, Galle Road, Ratmalana

Tel. No. 0112 437 557



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்பரந்தன் கெமிக்கல்ஸ் கம்பனி லிமிட்டட் PARANTHAN CHEMICALS COMPANY LIMITED



Chairman ஓ. ක. தொ. இல. Tel. No. ரැක්ස් தோ. ந. fax	+94112437830 +94112437831	General Man ஓ. ක. தொ. இல. Tel. No. ரன்ப தொ.ந. Fax	+94112437556	ອະສາບາດ ເທື່ອເຄີຍສຳຄັ້ E-Mail gm@pccl.lk Web: https://pccl.lk/
©ൾ മുംതമ எனது இல. My Numbe	er }		මබේ අංකය உ II 9 	දිනය நிக்நி Date

GENERAL CONDITIONS OF PROCUREMENT FOR THE SUPPLY OF 1000 NOS CHLORINE CYLINDER BRASS/BRONZE VALVES FOR 68 KG CAPACITY CHLORINE CYLINDERS AND 1000 NOS SPARE MONEL SPINDLES FOR VALVES BID NO. PCCL/01/V&S/2025/01

- 01. Bids are hereby invited by the Chairman, Department Procurement Committee, Paranthan Chemicals Company Limited (which is a 100% government owned company and functioned under the Ministry of Industry & Entrepreneurship Development of Democratic Socialist Republic of Sri Lanka) From Manufactures/ Authorized dealers/ Principeles (without paying local agent commission by PCCL) for the supply of the following items: -
- (a) Description of Material & Quantity 1000 Nos. Brass/ Bronze Valves for 68 Kg.
 Chlorine Cylinders & 1000 Nos Spare Monel
 Spindles
- (b) Technical Specifications As indicated in para 12

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. MANUFACTURERS 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 'PROCUREMENT FOR THE SUPPLY OF 1000 NOS. BRASS/BRONZE VALVES FOR 68 KG. CAPACITY CHLORINE CYLINDERS AND 1000 NOS MONEL SPINDLE FOR VALVES 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 10.30 a.m. on 14th Nov 2025. If manufacturer or Principal do not choose to send their tenders by post or courier, 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 10.30 a.m. on 14th Nov 2025. Proof of posting/ courier will not be accepted as a valid reason for the late receipt of tenders. The pre bid meeting shall be held on 04th Nov 2025 at 10.30 a.m. in Paranthan Chemical Company Head Office, Ratmalana & It is forum for bidders to obtain require Clarifications.

05. 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.

06. TIME OF OPENING OF BIDS

Bids will be opened immediately after the closing of the bid at the Head Office of Paranthan Chemicals Company Limited, 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.

07. 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.

08. <u>OFFERS</u>

(a) The bidders should clearly indicate in the offer sheet the cost, insurance & freight (CIF) price of per valve & per spindle. The company will only Accept the CIF terms.

- (b) Insurance will be arranged by the Company locally.
- (c) 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.
- (d) The offers shall be in US Dollars.

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

10. MODE OF PAYMENT

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

- (a) Upon accept in CIF Colombo full liner term basis & no Additional charges related to freight will be paid by the company.
- (b) Manually signed invoices in quintuplicate showing cost and all freight separately. (HS Clarification 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. (manufacturer certificates should be stated valve produce date)
- (d) Packing list in duplicate indicating gross weight, net weight in Kg and dimension of each package.
- (e) Certificate of quality and quantity from an independent inspection authority of internationally recognized nominated by the Company. The cost of this certificate will be charged to the seller'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 03 days from the date of Bill of Lading. The fax numbers and e-mails. of the Company are +94–112437830/+94-112437557 and e-mails suppliesofficer@pccl.lk, so.pccl@outlook.lk

11. 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 same as an incomplete offer and reject it. In addition to completing the bidding form the following should be **mandatory** to furnished in completing the bid.

- (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 materials to be supplied.
- (b) Packing particulars
- (c) 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.
- (d) Each bidder should submit a sample of the **valve & spindle** offered at the time of tender is closed.

12. <u>SPECIFICATIONS OF 1000 NOS.CHLORINE VALVES & 1000 NOS.SPARE SPINDLES</u>

a) 1000 Chlorine Valves with fusible plug for 68 Kg cylinders (attached drawing 01)

Body material: Brass/ Bronze

b) 1000 Nos spare Monel spindles for 68 Kg chlorine valves. (attached drawing 02) Body material: Monel R 400(SPMM001) SS316(SPS6001)

Number of threads 05

- c) The valve should be provided with or without a fusible metal plug and suitable for wrench operation. If Fusible plug includes its' temperature should be around 70 C
 - d) Valve should be suitable material for Chlorine handling. Detailed material of the valve should be clearly specified.
 - e) Detailed drawings of the valve & spare Monel spindles should be given indicating the inlet and outlet thread sizes, type of thread etc.

13. 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 bidding documents.

14. 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.

15. 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, annexed 'Offer Sheet'.

16. SHIPMENT

- (a) The Successful Bidders shall dispatch the valves & spare spindles within a month of receipt of the Letter of Credit. Failure to perform shall result in the revocation of the order placed.
- (b) Immediately the consignment is shipped, the supplier shall fax to Paranthan Chemicals Company Ltd, Democratic Socialist Republic of Sri Lanka, the name of the vessel and the quantity shipped and also courier immediately from the date of Bill of Lading issued, four copies of each of the documents referred to in paragraph 11 above.

17. <u>SHIPPING DOCUMENTS</u>

The successful tenderer should Courier to the Company a duplicate set of 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 Valves 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 Fax.

- i. The net weight of the cargo
- ii. The gross weight of the cargo
- iii. Number of packages
- iv. The name of vessel and port of shipment & the Bill of Lading Number

18. QUALITY AND SUITABILITY OF VALVES & SPINDLES

- a) The valves & spindles required are for use in Chlorine cylinders and it will be the responsibility of the bidder to ensure, not only that the valves offered are in strict conformity with the specifications given, but also that the valves offered by them are suitable for the purpose indicated herein.
- b) All valves offered in the tender should conform strictly to specifications indicated therein.

19. PACKING AND MARKING

The valves for chlorine Cylinders should be packed in crates capable of withstanding transport by sea and storage. The full details of packing should be clearly indicated in the tender.

20. SAMPLES

Bidders are required to send a sample of 01Nos valve and 01 Nos spare spindle packed and delivered on closing date of the tender and time of the bid opening. It is the responsibility of the bidder to ensure that the samples are received by the Chairman, Department Procurement Committee, Paranthan Chemicals Company Limited, Sri Ramanathan Mawatha, Colombo 13.

21. DELAYS IN DELIVERY

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

22. DEFAULT BY SUCESSFUL BIDDER

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

23. REFUNDABLE BID SECURITY

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.

24. BID BOND

A refundable bid security of USD 300 or 100,000LKR should be submitted in the form of bank guarantee/ pay order acceptable to any of CIF value as a bid bond in the form of a bank guarantee / pay order in USDs (validity of the same to cover the validity period of the offer) issued by any Commercial Bank operating in Sri Lanka to be provided along with the offer. A Bid submitted without a bid bond will be rejected. The bid bond should be valid for 60 days beyond the validity of the offer. (*Please refer Annexure 01*)

Successful bidder should enter into an agreement with Paranthan Chemicals Company Limited to the execution of the order.

25. PERFOMANCE BOND

The successful bidder has to provide, a Performance Guarantee (Bond) within 07 days of the letter of award 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. All the bank charges related to performance bond should be borne by the supplier. (*Please refer Annexure 02*)

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

Brach Name : International Banking Division

Account No : 004100100211301 (Sri Lankan Rupee)

Address : International Banking Division,

No.91,

All Ceylon Hindu Congress (ACHC) Building,

Sir Chittampalam A. Gardiner Mawatha,

Colombo 02.

Swift Code : PSBKLKLX

27. LOCAL AGENTS

- a) Tender submitted by a foreign principal will be rejected unless such principal has a Local Agent. Direct offers made by the foreign principal should indicate the Name and Address of the Local Agent and be accompanied by a duly executed Power of Attorney authorizing such Local Agent to act on behalf of the foreign principal.
- b) No bidder from Accredited Agents on behalf of manufacturing principals shall be considered and shall be rejected unless the principal's agent holds a Power of Attorney from the manufacturing principal empowering him or them to tender on his/ their behalf and enter into a valid contract on behalf of the manufacturing principal/s to fulfill all the terms and conditions of the said supply.
- c) Local Agent should be declared (in respect of Limited liability Companies) the names of the current Directors and Company Registration number issued by the Registrar General of Companies.
- d) The principal should disclose the name and address of their Local Agent

28. VALIDITY OF BIDDER AND DELIVERY PERIOD

The bid should be valid for acceptance for a period of (60) sixty days from the closing date and the validity period should be clearly given in the offers. The bidder should also be prepared to ship valves & spindles to reach Port of Colombo within 45 days from the date of establishing the Letter of Credit.

29. 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" swift message issued by the foreign bank for the bid security will not be considered as bid security which need to be backed by corresponding commercial bank approved by central bank Sri Lanka. All interbank charges of bid security should be borne by the bidder.

A bank based in another country backed by a Commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.

- 30. Quality assurance certificate and pre-shipment inspection to be arranged by the bidder at his cost if applicable.
- 31. Bidder should obtain export license/ clearance as applicable at bidder's cost.
- 32. 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 misrepresented facts in his bid, the Paranthan Chemicals Company Limited shall be entitled to reject such bid. If such misrepresentation is found after awarding the procurement, 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.

33. Bidder should give a written undertaking agreeing for the aforesaid conditions in the offer. Regarding bidders those who fail to confirm in writing the acceptance of conditions given in the bid 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 procurement.

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

37. LAW OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

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

38. AQUAINTANCE WITH THE BID

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

39. 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 / Deputy General Manager (Engineering) Telephone No: +94-11-2324464 / Supply Division Telephone No: +-11-2437557)

40. <u>DEFAULTING BIDDERS</u>

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.

41. 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 of 10%.

42. ARBITRATION

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

43. <u>COMPLEANCE FOR THE CLAUSES</u>

The bidder is required to submit the duly completed compliance sheet along with their offer compliance sheet is in annexure 05

44. SUPPORTIVE DOCUMENT

The bidder requires to furnish document check list as per annexed 06

CHAIRMAN,
DEPARTMENT PROCUREMENT COMMITTEE,
PARANTHAN CHEMICALS COMPANY LIMITED

No,446/ Galle Road, Ratmalana, COLOMBO 13. DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

FOLLOWING SECTION TO BE FILLED BY THE BIDDER

SPECIMEN FORM OF BID

The Chairman,
Department Procurement Committee,
Paranthan Chemicals Company Limited,
No, 466/ Galle Road,
Ratmalana,
Sri Lanka.

 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	Те	nder for the Supply of
and that it will not be withdrawn or revoked prior to that date.	1.	contents of the "Information and Instructions to Tender terms and conditions of Tender" pertaining to the above Tender along with Schedules
3. I/We attach hereto the following documents as part of my/our Bid.	2.	1 1
	3.	I/We attach hereto the following documents as part of my/our Bid.

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

4. I/We understand that you are not bound to accept the lowest bid and that you reserve the right to reject any or all bids or to accept any part of the bid without assigning any reasons, therefore.			
5. We undertake to adhere to the d	delivery schedule.		
6. My/Our Bank Reference is as for	ollows:		
Account Holder	:		
Bank Name	:		
Bank Code	:		
Brach Name	:		
Account No	:		
Address Swift Code	:		
Swiit Couc	•		
Contact Person's name:			
Designation:			
Address:			
Tel No:			
Fax No:			
Email Address:			
Signature	Date		
Company Seal			
Company Scar			

PARANTHAN CHEMICALS COMPANY LIMITED

OFFER SHEET

Original/Duplicate

SUPPLY OF 1000 NOS. CHLORINE CYLINDER BRASS /BRONZE VALVES FOR 68 KG. CAPACITY CHLORINE CYLINDERS AND 1000 NOS SPARE MONEL SPINDLE FOR VALVES

Close at 10.30 a.m. on 14th of Nov 2025

01.	Name & Address of Tenderer (Principal)	:
02.	(a) Name & Address of the Manufacturer	:
03.	Name & Address of the Local Agent	
04.	Country of Origin	:
05.	Port of Shipment	:
06.	Please quote one firm price per valve & per spi	ndle
	a) FOB (in figures) Bronze/ Brass: Monel spindle	
	In word :	
	b) Freight (in figures) Bronze/ Brass: Monel spindle In word :	
	(in figures) Bronze/ Brass:	
	d) CIF	
	(in figures) Bronze/ Brass: Monel spindle	
	In word :	

08.	Quan	tity Offered	valve Spindle		
			-F		
09	A)	Specification	s of Valves	:	
		Valve Design	n Code.	:	
		Valve inlet s	ize	:	
		Valve outlet	size	:	
		Material of v	valve	:	
	B)	Specification	ns of Monel Spind	les:	
		Material of S Number of T			
	C)	Drawing of v	valve attached	:	(Yes/No)
	D)	Drawing of s	spindle attached	:	(Yes/No)
	E)	Sample Va	lve provided	: (Y	res/ No)
	F)	Sample Spa	are Monel spindle	provided	: (Yes/No)
	G)	Lubricant –	Krytox GPL 225	– 04kg Pro	vided
10.	Packi	ing offered		:	
		(a) Packing	g & Dimension	:	
		(b) Tare w	eight	:	
11.	Perfo	rmance Bond	Provided	: (Yes	/No)
12.	Name	e & address of	Bankers	:	
I/We a	accept	the above term	ns and conditions of	of this tender	
 (Signa		Tenderer/Sea	l of the Company)		
		In witness o	f signature of the	Tenderer:	
		01			
		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/ Purchaser1 **Date:** __[insert (by issuing agency) date] BID GUARANTEE No: _______ [insert (by issuing agency) number] We have been informed that ______ [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called the "the Bidder") has submitted to you its bid dated [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution/ supply [select appropriately] of [insert name of contract] under Invitation for Bids No. [insert IFB number ("the IFB"). Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee. At the request of the Bidder, we _______[insert name if issuing agency] hereby irrevocably undertake to pay you any some or sums not exceeding in total an amount of ______[insert the amount in figures] ______[insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement standing that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder: (a) has withdrawn its Bid during the period of bid validity specified; or (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of IFB; or (c) having been notified of the acceptance of its Bid by the Employer/ Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB. This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ______(insert date) Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date. [signature(s) of authorized representative(s)]

ACCEPTABLE FORMAT FOR PERFORMANCE GUARANTEE

[Issuing Agency's Name, and Address of Issuing Branch or Office]
Beneficiary: [Name and Address of Employer]
Date:
PERFORMANCE GUARANTEE No.:
We have been informed that [name of Contractor/Supplier] (hereinafter called "the Contractor") has entered into Contract No[reference numb er 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)]

ACCEPTABLE FORMAT FOR ADVANCE PAYMENT GUARANTEE

Advance payment securities issued in the format given below is acceptable:
[Name and address of Agency, and Address of Issuing Branch or Office]
Beneficiary[Name and Address of Employer]
Date:
ADVANCE PAYMENTGUARANTEE 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" or "supply") of [name of contract and brief description] (hereinafter called "the Contract").
Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [amount in figures] () [amount in words] is to be made against an advance payment guarantee.
At the request of the Contractor, we [name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] () [amount in words] 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 under the Contract.
The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.
This guarantee shall expire, Insert the date, 28 days beyond the expected expiration date of the Contract
Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
[signature(s)]

CONTRACT AGREEMENT

This agreement is made and entered into at Colombo on this of, 20 between
Paranthan Chemicals Company Limited a fully Sri Lankan Government owned Company
duly incorporated under the provision of Company Act No.07 of 2007 having its registered
office at No.100/25, P.O Box 1489, Sri Ramanathan Mawatha, Colombo-13 (hereinafter
called "The Purchaser" which term shall where the context so requires and admits mean
include the said Paranthan Chemicals Company Limited and its successors and assigns) of
the one part.

	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.								
			ANI)					
Company's	Act	and	having	its	reg	istered		office	at
	o requires ar	(1	hereinafter	called '	'The Supp	lier whi	ch te	rm shall	where
750 Nos. Cl and 250 Nos	the purchase alorine Cylind Spare Mone r has approve	der Brass/B l Spindles	ronze Valv for Valves.	es For The De	68 Kg. Cepartment	apacity	Chlo	rine Cy	linders
NOW THIS	AGREEMEN	T WITNES	SSETH as f	ollows:					
	Agreement wo		•				_		as are
construe interpreta	owing docum d as part and ation to be lin for 68 Kg. Ca	l parcel of mited to the	this agree "Supply o	ment p	rovided h Nos. Chlo	owever rine Cy	its a linder	pplication r Brass/	on and Bronze
(b) Bid I (c) The I (d) The I (e) The I (f) Perfo	Advertiseme Document man Department Proceeds Letter of Acceeds Letter of Acceeds Imance Bank	rked as X2 rocurement rd dated eptance dated Guarantee	Committee ed	marl m	ked as X4 arked as X	K5 ated	••••	fo	r the

..... Bank) marked as X6

03. CONTRACT PRICE:

04. SPECIFICATIONS & STANDARDS:

Specifications and Standards applicable to the bid of "Supply of 200 Nos. Brand New Chlorine Cylinders Each of 68 Kg. Capacity" shall comply to the specification and standards set out in the bid document PCCL/06/V&S/2021/01

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:

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 FOB 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 or 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 Supplier/ 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				
	(b) The Purchaser				
	The Common seal of Paranthan Chemicals Company Limited is affixed hereto in the presence of General Manager and Assistant General Manager (Marketing) of Paranthan Chemicals Company Limited				
	1				
	2				
	Who do attest the sealing hereof at Colombo 13 on thisday of 2021.				
	Witness:				
	Who do attest the signature of the Supplier hereof at Colombo 13 on thisday of 2025				
(1)	Signature: (2) Signature:				
	Name :				
	Address:				

ANNEXURE 05 COMPLIANCE SHEET

Colling competitive bids for supplying 1000 Brass/ Bronze chlorin valve and 1000 Monel Spindle for 68 Capacity Cylinders as at bid opening at 10.30 am on 14 November 2025

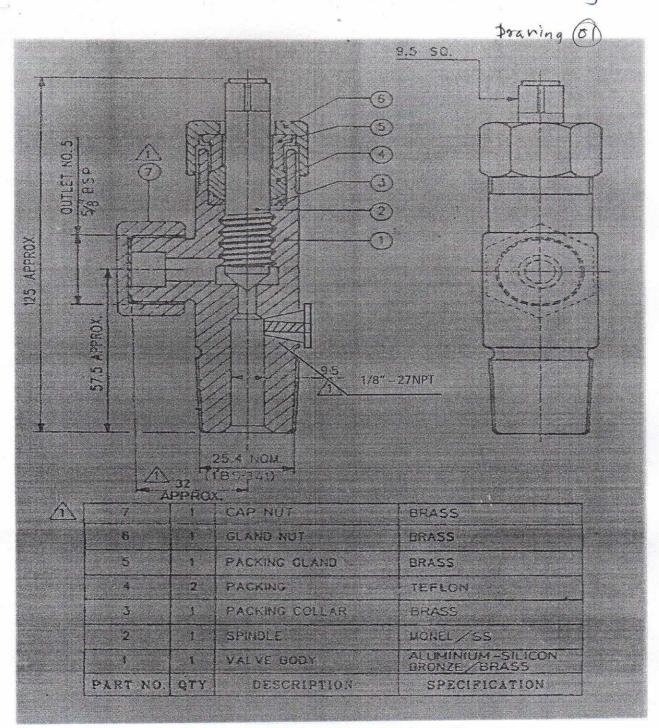
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Seal and Signature

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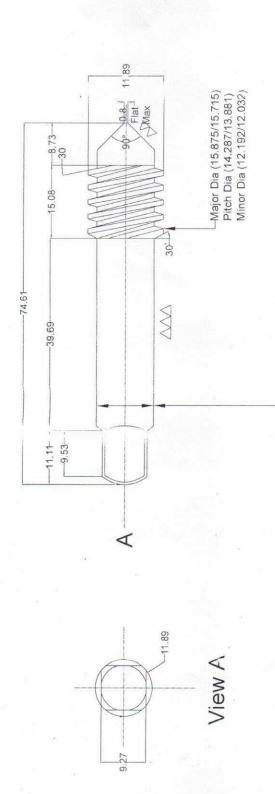
Seal and Signature



L. D. R. D. GOKULA Asst. GENERAL MANAGER (Engineering) PARANTHAN CHEMICALS COMPANY LTD.



DIM. Shown in mm



Manufacturing REF

Turning Dia before centeriess grinding (11.96/11.99) Finish Dia after centeriess grinding (11.81/11.89)

REQUIREMENT

- Ground finish - 01 m
 - Fine Machined A
- Circularity of cone seat to be within 0.02mm

Stock size for SS 304 - 16 dia

Mark batch no alphabetically for monel MATL and neumonially for SS 304 MATL



Tel: +92 34 2255624 F8x +431 34 2255624

BOI Zone, Wagawatta Horana,

Stem for Chlorine Cylinder Valv

Title

Paranthan Chemical Company Limited

Material Specification Monel (Metallic) Sheet A4

1:100 0%

Stake

pccl/sp/0001/2024

