



**Ministry of Industry and Commerce**

**PARANATHAN CHEMICALS COMPANY LIMITED**



## **INVITATION FOR BIDS**

Sealed Bids are invited from principals or their Accredited Agents for the following,

**Bid No. : PCC/07/CYL/2015/01 - 200 Nos. Brand New Empty  
Cylinders of 68Kg capacity.**

Bidding documents could be obtained from the Head Office of the Company during normal working hours by paying Rs. 2,000/= + Government Taxes per set for each Bid and documents will be issued up to 3.30 p.m. on 23rd November 2015.

Bids will be closed at 10.00 a.m. on 24th November 2015 and will be opened immediately thereafter. Bidders or their authorized representatives will be permitted to be present at the opening of Bids. Late bids will be rejected.

The Company has the right to accept any or all bids at its discretion.

**Chairman,  
Tender Board,  
PARANTHAN CHEMICALS COMPANY LIMITED,  
100/25, Sri Ramanathan Road,  
Colombo 13.**

**Tel. No. 0112437557**

**PARANTHAN CHEMICALS COMPANY LIMITED**

TELEPHONE	: 2437557	P.O Box-1489,
E-MAIL	: <a href="mailto:paranthan@sltnet.lk">paranthan@sltnet.lk</a>	100/25,
FAX NO.	: 94-1-2437830 / 94-1-2437557	Sri Ramanathan Road,
WEB SITE	: <a href="http://paranthanchemicals.gov.lk/eng/">http://paranthanchemicals.gov.lk/eng/</a>	Colombo 13.
		Sri Lanka.

04<sup>th</sup> November 2015

**TENDER FOR THE SUPPLY OF 200 NOS. BRAND NEW CYLINDERS  
EACH OF 68 KG. CAPACITY  
(PCC/07/CYL/2015/01)**

**01. INVITATION OF TENDER**

Tenders are invited by the Chairman, Tender Board, Paranthan Chemicals Company Limited, from reputed Manufacturers or their accredited agents for the supply of 200 Nos. Brand new cylinders each of 68 kg capacity.

**02. TENDER FORMS**

- i) Tenders 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.
- ii) Tender forms will be issued up to 3.30 p.m on 23<sup>th</sup> November 2015. Tender forms could be obtained from the Head Office of Paranthan Chemicals Company Limited at 100/25, Sri Ramanathan Road, Colombo 13.

**04. TENDER FEE**

Tender forms will be issued on payment of a non-refundable Tender fee of Rs.2, 000 /= + Government Taxes per set.

05. MANUFACTURER'S SPECIFICATIONS

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

06. CLOSING DATE OF TENDER

All tenders shall be marked "**TENDER FOR THE SUPPLY OF BRAND NEW CYLINDERS EACH OF 68 KG. CAPACITY**" and sent through the post under registered cover, so as to reach the Chairman, Tender Board, Paranthan Chemicals Company Limited, 100/25, Sri Ramanathan Road, Colombo 13, Democratic Socialist Republic of Sri Lanka not later than **10.00 a.m on 24<sup>th</sup> November 2015**. If manufacturers or their accredited agents in the Democratic Socialist Republic of Sri Lanka do not choose to send their tenders under registered cover, they or their agents shall deposit sealed tenders marked as aforesaid in the Company's Tender Box not later than **10.00 a.m on 24<sup>th</sup> November 2015** Proof of posting will not be accepted as a valid reason for the late receipt of tenders.

07. BUSINESS ADDRESS

Tenderers should state in their tenders the address to which orders, notices and correspondence relating to the tenders should be sent. Any change of address should be notified to the Chairman, Tender Board Paranthan Chemicals Company Limited, 100/25, Sri Ramanathan Road Colombo 13. Democratic Socialist Republic of Sri Lanka, immediately and such notification should be acknowledged by the Company. Orders, notices and correspondence will be sent to the stated address.

08. TIME OF OPENING OF TENDERS

Tenders will be opened immediately after the closing of the tenders at the Head Office of Paranthan Chemicals Company Ltd., No.100/25, Sri Ramanathan Road, Colombo 13, Democratic Socialist Republic of Sri Lanka. Tenderers or one of their accredited agents will be allowed to be present at the opening of tenders on the date and time and at the office specified in this clause. Any tenderer if he so wishes, with or by the permission of the Chairman, Tender Board, Paranthan Chemicals Company Ltd., may scrutinise the duplicate of any tender that has been submitted so as to verify the tendered price in respect of the cylinders tendered for.

09. PERIOD OF VALIDITY

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

10. OFFERS

- (a). The tenderers should quote their C & F Colombo price indicating FOB and Freight rates separately. The freight invoiced against the shipping invoice should be the actual freight paid indicated in the Bill of Lading or the Freight Receipt issued by the Shipping Company. However, the freight paid against the shipping documents will be the actual freight paid or quoted whichever is lower.
- (b). All quotations must be in words and figures and 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 prevail.
- (c). The offers shall be in the currency of the country of the tenderer or any acceptable international currency.
- (d). Tenderers should state separately the commission/charges which will be paid to the local agent on satisfactory completion of the order. The local Agent's commission will not be included in the Letter of Credit.
- (e). The final cost to PCC will be calculated by adding the customs duties and the local agent's commission to the C & F Colombo prices. The Tenderers should be concerned about this matter when the tender price is quoted.
- (f). Tenderer should mention empty cylinders price, freight per 68kg cylinder and Local Agent Commission separately.

## 11. 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.

## 12. MODE OF PAYMENT

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

- (a). Clean on Board Bill of Lading, if accepted on FOB basis or Clean on Board freight prepaid Bill of Lading, showing destination as Colombo, indicating amount of freight paid on the Bill of Lading and the freight receipt issued by the shipping Company indicating the freight should be annexed, if accepted on C & F Colombo Full Liner Term Basis.
- (b). Manually signed invoices in quintuplicate showing cost and freight separately. (The BTN classification and FOB cost of each item should be indicated in 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, or his Local Agent non-negotiable copies of Bill of Lading, Invoices and Packing Lists within 03 days from the date of Bill of Lading.

## 13. DETAILS OF DOCUMENTS TO BE SUBMITTED WITH OFFER

Full details of the offer, including complete specifications inclusive of relevant literature should be submitted separately for each item tendered. Where 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 tender form the following should be furnished in respect of each offer.

6/15

- 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 dimension, inlet size, outlet size, stem head size, packing details, materials of construction of fusible plug, valve body, spindle etc.
  - ii. Certificate from manufacturer.
  - iii. Certificate of Pressure Testing.
  - iv. Certificate of the Country of Origin.

## 14 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 or JIS B 8241-1989 Equivalent.***

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

*The chlorine capacity shall be not less than 68 kg.*

*Hydrostatic test pressure shall be 250 bar*

*Tare weight (including valve but excluding dome) shall be not less than 67kg*

*Water Capacity shall be not less than  $57 \pm 5\%$*

*Cylinder Length-upto neck ring (collar) - shall be not less than  $1285 \pm 10$  mm  
Valve with Fusible Plug-inlet tread to be BS341 1" & outlet BS341 5/8"  
BSPF-RH*

#### Marking

Each cylinder to bear the following marks :

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

On shoulder - (a) Container serial number

In addition to manufacturer serial No., A serial number starting from PCC 1905 to be punched in each of the cylinder (PCC 1905 to PCC 2105)

(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 mark of the material of construction

(e) Tare weight (including valve but excluding dome)

(f) Water capacity

Cylinders shall be painted with golden yellow in accordance with BS 349: 1973 for gas cylinders. Cylinders do not require a dip pipe.

#### 15. REFUNDABLE TENDER DEPOSIT

A refundable tender deposit of Rs. **50,000/=** in the form of a Bank Draft or its equivalent in cash should be paid to the Company and receipt obtained for each offer submitted. Alternatively, a Bank Guarantee or a Bid Bond for the above value valid for a minimum period of 60 days from the date of

8/15

closing of tender shall be provided direct from a Bank in Sri Lanka to the Company prior to the opening of the Tender. Non compliance with this condition of the tender shall result in the rejection of the offer.

#### 16. 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.

#### 17. 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.

#### 18. 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/Tenderer/Local Agent for re-imbusement. Failure to reimburse may result in the Company making a claim on the Performance Bond.

#### 19. QUALITY AND SUITABILITY OF CYLINDERS

- (a). It shall be the responsibility of the tenderer 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.



20. INSPECTION

A designated representative of the company shall be entitled to attend pre shipment tests and or inspections. Associated costs and expenses incurred in connection with such attendance including airfare and board and lodging expenses shall be at the cost of Tenderer.

21. PACKING AND MAKING

Total number of cylinders - 200 Nos. Brand New 68 kg.  
Empty Chlorine Cylinders

22. QUANTITY PER SHIPMENT

The entire 200 Nos. cylinders should be shipped as a whole and part shipment is not allowed and should reach port of Colombo during the month of February 2016.

23. DELAYS IN DELIVERY

Where the successful tenderer does not despatch the cylinders in due time to arrive in Colombo, in accordance with the stipulated date of delivery, such successful tenderer shall, if so required by the Company, be bound to supply such quantities of the cylinders (as may be required to carry on sales uninterruptedly) at his own expenses by despatching them by air freight, passenger vessel or other fast moving vessel or by making any other suitable arrangements in order that the cylinders will reach Colombo in due time, to enable the Company to carry on its sales programme uninterruptedly. Should the supplier fail 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.

24. DEFAULTS BY SUCCESSFUL TENDERERS

- a) If for any reason in the opinion of the Company, successful tenderer 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 tenderer defaults in the supply or otherwise commits a breach of the contract or any part thereof he shall be liable to pay to the Parathan Chemicals Company Limited all losses, damages and expenses incurred by the Company in consequence of such default or breach.

25. NAMES AND ADDRESS OF PRINCIPALS

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

26. PERFORMANCE BOND

All successful tenderers must provide within 14 days of the award a performance guarantee (Bond) in the form of a Bank Guarantee of 10% of the total C & F value of the offer to the effect that deliveries will be effected as per the delivery schedule in the offer or as agreed upon with the Chairman, Tender Board, Parathan Chemicals Company Ltd. and should be valid up to one month from date of arrival of final shipment in Colombo.

27. LOCAL AGENTS

- a) No tender from accredited agents on behalf of manufacturing principals will be considered unless the principal's agent holds a Power of Attorney from the manufacturing principal empowering him or them to tender on their behalf and enters into a valid contract on behalf of the manufacturing principal to fulfill all the terms and conditions of the said supply.
- b) The principal should disclose the name and address of their Local and Foreign agent, if any and state commission payable.

28. LAW OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

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

29. ACQUAINTANCE OF CONDITIONS OF TENDER

Tenderers 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 tenderers can be ascertained upon application at the office of the Asst. General Manager (Supplies) 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 FOB price and freight charges separately. The Company may accept the offer only on FOB terms. If it accepts the offer on C & F terms, it will strictly be on C & F Liner Terms.

33. VALIDITY OF TENDER AND DELIVERY PERIOD

The tender 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 tenderer should also be prepared to ship the cylinders to reach Port of Colombo within 45 days from the date of establishing the Letter of Credit.

34. AMENDMENTS TO TENDERS

All the amendments and erasures in the tender should be initialed by the tenderer. 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

Tenders 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.

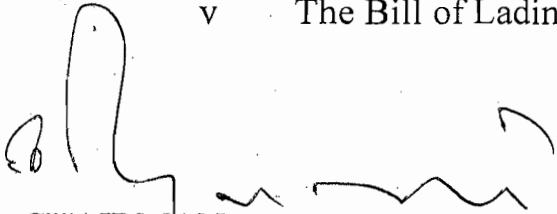
36. ARBITRATION

Any dispute or difference in opinion which may arise between the Company and the successful tenderer shall be referred to arbitration by two Arbitrators one to be nominated by each party. In the event of a difference of opinion between two Arbitrators, this shall be referred to an Umpire to be selected by the Secretary, Ministry Industrial Development of the Government of Sri Lanka whose decision shall be final and conclusive. Arbitration proceedings shall take place in Sri Lanka and governed by its laws relating to such proceedings.

37. SHIPPING DOCUMENTS

The successful tenderer 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.

  
 CHAIRMAN,  
 TENDER BOARD,  
PARANTHAN CHEMICALS COMPANY LIMITED.  
 100/25, Sri Ramanathan Road,  
 Colombo 13.  
 DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA.

PARANTHAN CHEMICALS COMPANY LIMITED

Original/Duplicate

OFFER SHEET

200 NOS OF BRAND NEW CYLINDERS OF 68KG CAPACITY

01. Name & Address of Tenderer : .....
02. Name & Address of Local Agent : .....
03. Country of Origin : .....
04. Port of Shipment : .....
05. FOB Value per 68Kg empty cylinder : .....  
(In figures & in words)
06. Freight charges per container : .....  
(In figures & in words)
07. C & F price per empty cylinder : .....  
(In figures & in words)
08. Commission payable to  
Local Agent on FOB value : .....
09. Specifications of cylinder  
and Valve
  - a). Cylinder specification No. :
  - Chlorine capacity of cylinder (kg.) :
  - Water capacity of cylinder (Litre) :
  - Tare Weight of cylinder (kg.) :

14/15

Hydraulic Test Pressure :  
 Wall thickness mm :  
 Overall length mm :  
 Outside diameter mm :  
 Cylinder provided with valve :  
 Protective hood (Yes/No) :  
 Drawing of cylinder attached (Yes/No):  
 Certificate from Independent Inspection  
 Authority will be provide (Yes / No.) :

- 10. Cubic measurement of each cylinder :
- 11. Validity of Tender :
- 12. Remarks :

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

Date .....  
 Signature of Tenderer

<u>Witness to signature of the Tenderer</u>	<u>Signature</u>
01. ....	.....
02. ....	.....

15/15