

DURGAPUR CHEMICALS LIMITED



(A Government of West Bengal Enterprise)
 P.O.-DURGAPUR-713 215, DIST.: BURDWAN
 AN ISO: 9001:2015 & 14001:2015 CERTIFIED COMPANY
 Fax No. : 0343-2556667
 E mail: dclgdppurchase@rediffmail.com

Ref. No.: – **DCL/PUR/CL2-TONNER/03/19-20**

Date- **04.04.2019**

NOTICE INVITING e-TENDER THROUGH E-PROCUREMENT FOR THE PROCUREMENT OF CHLORINE TONNERS FOR CHLOROCAUSTIC PLANT IN DURGAPUR CHEMICALS LIMITED.

1. Online e-tenders are hereby invited by Durgapur Chemicals Limited (DCL) from eligible contractors/fabricators for the procurement of “**CHLORINE TONNER AS PER ATTACHED DRAWING**” Prospective Tenderers are advised to get themselves registered with the e-procurement system of the Govt. of West Bengal through respective helpdesk situated in Jalasampad Bhawan, 7th Floor, DVC Study Cell, Salt Lake, Kolkata – 700091. The concerns/bidders fulfilling the requirements as specified under Eligibility Criteria (Annexure III) of this document shall be eligible to apply. The details of work specification, terms & conditions are outlined in the Annexures to this e-tender as under:

- | | | |
|-----|----------------|---|
| (a) | Annexure - I | Application Form. |
| (b) | Annexure - II | Scope of Work. |
| (c) | Annexure - III | Eligibility criteria for Technical/Qualifying Bids. |
| (d) | Annexure – IV | Format of Commercial & Technical Bid. |
| (e) | Annexure - V | Terms & Conditions. |
| (f) | Annexure – VI | Undertaking by the Bidder. |
| (g) | Annexure – VII | Performance Report of Contractor. |

2. Mode of Bid Submission:

- i. Interested bidders should download the Notice Inviting e-Tender (NIT) and Bill of Quantities (BOQ) format from the e-portal www.wbtenders.gov.in and upload their bids online through the same e-portal. The documents are to be signed digitally using Digital Signature Certificate (Class – II or Class – III) while uploading.

This Notice Inviting e-Tender is also available on the website www.durgachem.com of Durgapur Chemicals Ltd. for information.

- ii. It is Two Covers on-line bidding system. The following Two Covers shall be submitted through online at e-portal www.wbtenders.gov.in by the bidder. Last date and time of submission of bids is **as per Critical Date Sheet. Hard Copy of tender application / any other documents shall not be entertained.**

Tender Fee and Earnest Money Deposit (EMD): Tender Fee not applicable and Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty thousand only) to be paid through ICICI Bank gateway. Offline payment of Tender Fee & EMD in the form of demand draft is not allowed. Bidders claiming exemption must submit their relevant documents [MSME by opting the exemption option in e-tender portal. If there is any doubt or any confusion, please call 9932179999.

Earnest Money will be automatically refunded to the unsuccessful Tenderers immediately after finalization of the tender in their bank account (online).

Scanned copy of relevant bank documents for online payment of Tender Fees and EMD to be uploaded in the e-portal www.wbtenders.gov.in. duly signed digitally.

iii. **Cover – I (Pre Qualification, Commercial & Technical Cover): Containing qualification requirements of Contractors/Firms:**

The tenderers shall submit their necessary information on Technical cover by downloading the Notice Inviting e-Tender – **Format vide Annexure – IV** from the e-portal and fill-up the required information and upload the digitally signed file of scanned documents in support of their meeting each criteria mentioned in the Notice Inviting e-Tender.

iv. **Cover – II (Bill of Quantities- BOQ): Containing the financial e-bid:**

The bidders must download BOQ format from www.wbtenders.gov.in and quote the rates as per requirement of Notice Inviting e-Tender. After quoting the rates the BOQ format should be uploaded with digital signature (class- II or class-III).

3. **Critical Date Sheet:**

Publish Date	04.04.2019
Bid Document Download	06.04.2019 at 10.00 a.m.
Bid Submission Start Date & Time	06.04.2019 at 11.00 a.m.
Prebid meeting (seeking clarifications) Date Time	To be intimated
Bid Submission End Date & Time	13.04.2019 at 12:00 noon
Bid Opening Date & Time (Cover-II)	15.04.2019 at 02.30 p.m.

In the event of any of the above mentioned date subsequently declared as a holiday / closed day for this office, the tenders will be opened on the next working day at the scheduled time.

The Bidder should clarify any doubt/query regarding Notice inviting e-Tender from the authorised representative of Durgapur Chemicals Ltd. in a meeting to the bidders. **The date time and venue of the meeting to be intimated to the bidders only after receiving responses.**

4. EVALUATION AND COMPARISON OF BIDS:

- i. On examination of documents submitted under different covers, DCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- ii. Evaluation of bid will include and will take into account as follows:
 - a. DCL shall evaluate and compare only the bids determined to be substantially responsive.
 - b. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document and as appeared in the BOQ www.wbtenders.gov.in.
 - c. Evaluated bid-price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.

5. PROCEDURE OF EVALUATION:

Evaluation of tenders shall be done in the following steps:

1. **Step-1 Techno-Commercial Evaluation for two-part bidding:**
Only those bids meeting the requirements will be examined and assessed. The bidders will be intimated about the non-compliance of various techno commercial requirements and if allowed by the authority they may asked for the conforming compliance with the condition of bidding documents. The bidders shall require to comply all the conditions of bidding documents as mentioned in NIT. All the mentioned mandatory fields must be submitted as per mentioned format. If any bidder fails to submit any mandatory documents the bids of the said bidder shall be summarily rejected. For any clarification Bidders are requested to drop their requirement in dclgdppurchase@rediffmail.com at least 2 days before the closing date of the tender.
2. **Step-2** After Techno-Commercial Evaluation only the successful bidder shall be entertained for the Price Bid (Cover-2) opening. After opening of the price bid committee will evaluate the financial packet and select the most suitable bidder to Award of Contract (AOC).
6. **Terms of Payment:** 100% payment along with applicable GST charge shall be payable by the Co.(DCL) after 30 days on receipt and acceptance of consignment (s) at our Durgapur Works, against GRN.
7. **LIQUIDATED DAMAGE:** The supplier will attract the penalty if they fail to deliver the material within stipulated time which is being negotiated with DCL and accepted by the awarded supplier. A letter of acceptance for the awarded PO must be given by the supplier to DCL.
8. **Validity of Offer:** Tenders shall remain open for acceptance for 90 Days from the date of opening of the Tender. No revision/ Modification in the Tender Rate will be allowed during the validity period of the Tender.
9. **Arbitration:** In the event of any dispute or any difference arisen in respect of the Scope of Work / Terms and Conditions herein contained in connection with the contract the same shall be referred to the award of an arbitrator as per provisions of The Arbitration and Conciliation Act, 1996 and amendment thereof.
10. **Jurisdiction:** Courts at Durgapur shall have Jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with the contract.

H.O.D. (Purchase & Stores)
Durgapur Chemicals Limited

Copy to:

1. Notice board, Administrative building, Durgapur Chemicals Ltd., Durgapur – 713215.
2. Durgapur Chemicals Ltd. website – www.durgachem.com

To be typed in the letter-head.

ANNEXURE - I

To
The HOD (Purchase & Stores)
Durgapur Chemicals Ltd.,
Hahnemann Sarani, Durgapur,
Pin – 713215, West Bengal.

Subject: **PROCUREMENT OF CHLORINE TONNERS FOR CHLOROCAUSTIC PLANT IN DURGAPUR CHEMICALS LIMITED, DURGAPUR.**

Sir,

- Reference: (i) Your e-tender reference no.:.....
Dated
- (ii) Tender Fee: Bank Document Regarding transfer of money to ICICI gateway
- (iii) EMD: Bank Document Regarding transfer of money to ICICI gateway

I/We have also examined the requisite specifications and my/our offer is to provide the required service in accordance with the requisite scope of work.

I/We quote the rate exclusive of taxes & duties.

Date:

Yours faithfully,

Place:

(Signature and stamp of the Bidder)
(State legal status, Whether Proprietorship.,

To be typed in the letter-head.

ANNEXURE - II

Technical Specification

Specification	
Design Code : ASME SEC VIII DIV 1 2004 ED, 2005 ADD with head to shell joint as per bhor 1968	Standard Accessories
Design Pressure : 20.63 kgf/cm ² (g)	Two Valve 25.4MM (One Inch), NB BS341 PART1 or Conforming To BS-3224 Part -1 or ¾" NGT (CL) 1 Made from Aluminium Silicon bronze with Spindle of Stainless Steel or Monel.
Design Temperature : 65 deg c (149F)	Two Valve Outlet Cap Nuts of Brass.
Material Of Construction Shell and Dished Ends : SA 516 Gr 60/70 or equivalent	Two Brass Plug of 25.4 MM (One Inch) Conforming To BS 341 Part -1 or is 3224.
Longitudinal Shell Joint and Dish to Shell Joint : Fusion Welded	One Mild Steel Valve Protecting Dome.
Radiography : 100% of all Butt Welded Joint	Optional Accessories :
Post Weld Heat Treatment : Yes	Valves, Coupling and Fusible Plugs Conforming To (3/4" NGT CL-1) of ANSI , B-57.1 or Jis 8246
Hydraulic Test Pressure : 30 kgf	Optional Features :
Cleaning : By Grit Blasting	Chlorine Capacity of 1000 kg.
Painting : Golden Yellow Paint	Additional Inspection Coupling.
Design Approval: (a) Lloyd's Register Asia (b) Chief Controller of Explosives (India)	Polyurethane or Chlorinated Rubber Paint on Outer Surface
Inspection : Lloyd's Register Industrial Service	Zinc Coating on External Surface by Molten Zinc Spray Technique
Tare Weight : 600 kgs.(Approx.)	Compatible with Emergency 'KIT B' of Chlorine Institute, USA
Water Capacity : 781 ltrs.(Approx.)	
Chlorine Capacity : 930 kgs.(Approx.)	
Filling Ratio : 1:1.19	
Title : Chlorine Container	

SPECIAL CONDITIONS OF THE CONTRACT
TECHNICAL SPECIFICATIONS, SCOPE OF WORK, DRAWINGS
(IF APPLICABLE) ETC

1. Details of the Work

To be fabricated strictly as per norms of PESO and should be duly approved by the Chief Controller of Explosives. The detailed specification is given below:

2. Delivery Period

The vendor shall procure the steel material as per the specification and fabricate all the Toners as per specification immediately after receipt of the Purchase order / written communication from DCL whichever is later. The estimated delivery schedule is within 3 months. Any delay in supply of toner within the above specified delivery period, will attract L.D / PRS at the rate of 0.5 % per week subject to maximum limit of 5 % on the individual item basic value.

3. Contract Period

The contract period shall be for a period of 90 days from the date of award of the order / the written communication received from DCL for supply of the toner for the first retail outlet, whichever is later.

4. Payment Terms

100 % payment will be released, within 30 days from the date of receipt of the material. Bill subject to certification from GM (Works)/Plant Head and fulfilling tender requirements. (GENERAL MANAGER (WORKS)).

5. DEFECT LIABILITY PERIOD: All tonner shall be fabricated strictly according to the PESO approved drawing (with written amendments if any), fully meeting dimensional details. The toner shall be fully warranted against any manufacturing defects / poor workmanship / inferior design or quality etc. for a period of 12 months from the date of Commissioning at site / 18 months from the date of dispatch whichever is earlier. During this period, Vendor will arrange to repair / replace any defective part free of cost or replace complete set, if required. All the services including breakdown & preventative maintenance services if any shall be provided free of cost in the DEFECT LIABILITY PERIOD. Transportation of equipment if any for any modification or changes will be on vendors account. The Vendor must note that all commissioning spares and the spares / consumables during warranty shall be supplied by the vendor free of cost.

6. Other Conditions

6.1. In case of any difference of any of the terms and conditions either in the meaning or understanding or contradictory terms or conditions at different places/portions in the tender document, the stricter terms favouring DCL will apply. The bidder shall also seek clarifications on such issues from DCL before submission of the quotes

6.2. The contractor has to keep all the documents related to this contract under his safe custody up to 1 year from the date of completion of the contract and to be present with all the documents in case of inspection from any agency within said time period.

6.3. Contractor shall make himself familiar with central vigilance commission and chief technical examiner (CTE) of CVC circulars / guidelines on purchase / contract / construction / quality etc. The same are available in CVC website.(www.cvc.nic.in)

6.4. Any action leading to suspected, to come under purview of prevention of corruption act 1998 will cause the work order / contract summarily terminated without any notice.

The bidder should strictly follow the drawing attached with the NIT and fabricate all the toner as per the design data and duly certify all the test report from PESO.

Safe loading of tonners at the fabricators' shop will be at vendor's scope & unloading at our Outlet as advised by DCL will be at DCL scope.

NAME PLATE

All the tonners shall have a NAME PLATE having following details –

- 2.1. Name and approved logo of the party
- 2.2. PO NO. and Date
- 2.3. Month and Year of dispatch from the works etc.
- 2.4. Capacity and Serial No. of tonners fabricated against particular PO shall start from 01 and shall continue till completion of PO.
- 2.5. Space for putting of mark of third party inspection agency.

Any tonner received at site without legible name plate shall be rejected.

INSPECTION/ TESTING/ QUALITY ASSURANCE:

All inspection & testing shall be carried out, by the vendor at their workshop at own cost, in the presence of Third Party Inspection agency namely RITES/ EIL/ BVIS/ DNV/ LLOYDS/ TUV or any other explosive approved agency with prior approval from DCL. Submission of TPI certificate for every tonner before its dispatch is mandatory.

Scope of TPI agency shall be defined by DCL. However, TPI responsibilities include:

- 3.1. To ensure that fabrication of tonner is strictly as per drawing.
- 3.2. To ensure that Steel plate used is as per the PO terms and condition and from specified manufacture only and confirming to the specified standard.
- 3.3. To ensure the quality of weld as well as welding material. (Only good quality ISI marked welding electrodes shall be used)
- 3.4. To witness & certify tank hydro-test.
- 3.5. To prepare & submit Tank calibration chart in consultation with contractor.
- 3.6. To ensure the quality of primer /painting application as well as its material.
- 3.7. To check the tonner along with fittings for welding quality, Qualifying Test of welders, bracings, stiffeners pipes etc.
- 3.8. To check fabricated tonners Shell and End plates thickness using Ultrasonic Thickness measuring device before dispatch.
- 3.9. Chemical Properties: Verification, Review & approval of Manufacturer's test reports.
- 3.10. Mechanical Properties: Verification, Review & approval of Manufacturer's test reports like Yield Strength (YS); Ultimate Tensile Strength (UTS) & % Elongation, Bend test etc.
- 3.11. Surface Condition: Review & approval of Manufacturer's Visual inspection reports for surface @ 100% for all plates complying with requirement of this Technical Specification.
- 3.12. Visual inspection: Top surface: 100% by Manufacturer & 50% by TPI Bottom surface: 2 plates per coil by Manufacturer & TPI.
- 3.13. Lamination inspection thru Ultrasonic Testing (UT) to be done by fabricator and shall be witnessed by TPI:

SUBMITTALS

With Dispatch documents and Bills:

4.1. Original Copy of Inspection Certificate by Third Party Inspection agency and duly filled and signed Inspection Pro forma.

4.2. Certified list of Fittings provided along with tank. Unpriced Bid

SI No	Item Description	Qty	UOM	Rate

To be typed in the letter-head.

ANNEXURE –III

ELIGIBILITY CRITERIA FOR TECHNICAL/QUALIFYING BIDS:

- I) The Bidder/supplier must have valid licence from explosives to fabricate Chlorine Tonners, Trade License, GST registration and PAN Number and self-attested copies of these registration certificates should be attached to the Bid document.
- II) The Bidder/supplier must have annual turnover of minimum Rupees 10 Crore each for similar contracts for any of the three Financial Years. Copies of Profit and Loss A/c, Balance Sheet and Income Tax Returns (ITRs) duly attested by Chartered Accountant should be attached with the Bid document.
- III) The Bidder/supplier should not have been blacklisted by any Govt./Semi Govt. organization/P.S.U. for similar work in the past. An undertaking to this effect must be submitted along with the qualifying bid as per **Annexure VI**.
- IV) The Bidder/ supplier shall satisfy all the conditions mentioned in detailed e-tender notice.

To be typed in the letter-head.

ANNEXURE -IV

TECHNICAL/QUALIFYING BID FORM FOR E-TENDER

1	NAME OF THE BIDDER/SUPPLIER	
2	IF FIRM IS HOLDING THE STATUS OF MSME & SSI. THEN RELAVENT DOCUMENTS TO BE ATTACHED	
3	TYPE OF ENTITY-PROPRIETORSHIP FIRM/ PARTNERSHIP FIRM/OR PVT.OR PUB LTD. COMPANY	
4	ADDRESS OF COMPANY/FIRM	
5	TEL NO./FAX NO./MOBILE NO.	
6	NAME OF THE CONTACT PERSON & EMAIL ID	
7	TEL.NO./MOBILE NO. OF CONTACT PERSON	
8	TENDER FEE DETAILS @ Rs. _____/-	BANK DOCUMENTS: _____/Date:
9	EMD DETAILS @ Rs. _____/-	BANK DOCUMENTS: _____/Date:
10	LEGAL CERTIFICATES TO BE ENCLOSED AND DETAILS IN THIS REGARD TO BE PROVIDED	
	PAN CARD	
	GST REGISTRATION NO., GSTIN, HSN CODE & SAC CODE	
	REGISTRAION WITH CONTRACT LABOUR ACT., CERTIFICATE & CHALLANS FOR LAST MONTH	
	ESI REGISTRATION CERTIFICATE & CHALLANS FOR LAST MONTH	
	EPF REGISTRATION SINCE	
11	ANNUAL TURNOVER OF FOUR FINANCIAL YEARS ALONG WITH COPY OF PROFIT & LOSS A/C, BLANCE SHEET AND INCOME TAX RETURNS OF SAID YEARS TO BE ENCLOSED	
12	WHETHER ANY EMPLOYEE OF DURGAPUR CHEMICALS LTD. ON YOUR BOARD OR SHARE HOLDER IN CONTRACTORS'S ENTITY/FIRM	YES/NO. If please provide details
13	HAS ANY OF YOUR DIRECTOR/ PARTNER/ ENTREPRENEUR EVER BEEN CONVICTED UNDER ANY LAW	YES/NO. If please provide details
14	HAS YOUR FIRM/COMPANY EVER BEEN BLACK LISTED AT ANY TIME IN THE PAST BY ANY ORGANIZATION. (Even if answer is NO, A SEPARATE undertaking as per Annexure – VII MUST be submitted along with the qualifying bid.)	YES/NO. If please provide details
15	ANY OTHER INFORMATION CONTRACTOR MAY LIKE TO FURNISH (MAY BE FURNISHED IN SEPARASTE ENCLOSURE)	

To be typed in the letter-head.

ANNEXURE –V

TERMS AND CONDITIONS

- i. The rate should be quoted after consider all aspects of the NIT and upload the same in the BOQ format.
- ii. The bidders are required to submit the complete Quotations only after reading each and every laid down condition.
- iii. The bidders must comply with all the terms and conditions of the contract.
- iv. Durgapur Chemicals Ltd. reserves the right to terminate the contract without assigning any reason to the contractor/bidder.
- v. Durgapur Chemicals Ltd. reserves the right to accept any bid other than the lowest or even rejecting all the bids without assigning any reasons thereof.
- vi. The Bids would be approved by the competent authority subsequent to compliance and also that it can be rejected without assigning any reason.
- vii. **Payment terms:** 100% payment along with applicable GST charge shall be payable by the Co.(DCL) after 30 days on receipt and acceptance of consignment (s) at our Durgapur Works, against GRN.
- viii. **Price:** Prices have to be quoted on FOR-DCL Stores, Durgapur Basis. The prices should remain firm during the period of contract unless specifically agreed to and provided in the contract.
- ix. **Delivery:** Time of delivery as mentioned on the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Co(DCL). Goods should be delivered in good order and condition at DCL Works, Durgapur within the time specified in the Purchase Order. Otherwise the company will have the option to cancel the whole or any part of the contract and or purchase the material from alternative source at the risk, responsibility and cost of the supplier.
- x. **Consignee:** HOD (Purchase & Stores), Durgapur Chemicals Limited, Durgapur-713215. West Bengal.
- xi. **Invoicing:** Final Tax invoice in triplicate should be sent to HOD (Purchase & Stores), Durgapur Chemicals Limited, Durgapur-713215. West Bengal.
- xii. **Paying Authority:** HOD (A&T), Durgapur Chemicals Limited, Durgapur-713215. West Bengal.
- xiii. **Award of Contract:** The company reserves the right:
 - (I) To accept at its sole and un-fettered discretion, any tender or whole or part or reject any or all tenders without assigning any reasons thereof.
 - (II) To award the contract to one or more number of firms either at equal price or at equal prices.
 - (III) The company does not bind to accept the lowest tender or assign any reason for non-acceptance of the same.

- xiv. **Validity of Offers:** Tenders shall remain open for acceptance for 90 Days from the date of opening of the Tender. No revision/ Modification in the Tender Rate will be allowed during the validity period of the Tender.

- xv. **Arbitration:** In the event of any dispute or any difference arisen in respect of the meaning and scope, Terms and Conditions herein contained in connection with the contract the same shall be referred to the award of an arbitrator to be nominated by the Co.(DCL) as sole arbitrator. The award of the sole arbitrator shall be final and conclusive according to the provisions of The Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof shall be deemed to apply and to be incorporated in this contract.

- xvi. **Jurisdictions:** Courts at Kolkata/Durgapur shall have Jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with the contract.

To be typed in the letter-head.

ANNEXURE –VI

UNDERTAKING BY THE BIDDER

1. I/We undertake that my firm M/s..... has not been blacklisted by any Central Govt. Department/State Govt. department/Public Sector Undertaking.
2. I Son/Daughter/Wife of Shri Proprietor/Partner/Director/authorized signatory of M/s an competent to sign this declaration and execute this tender document:
3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
4. The information/documents furnished along with the above application are true and correct to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under application/appropriate law.
5. I understand that in case any deviation/wrong statement is found in the tender documents at any stage, my concern/firm/co. shall be blacklisted and shall not have any dealing with Durgapur Chemicals Ltd., in future.

Name:

Signature:

Seal:

To be typed in the letter-head.

ANNEXURE –VII
PERFORMANCE REPORT OF CONTRACTOR

(TO WHOM SO EVER IT MAY CONCERN)

This Certificate is issued at the request of M/s
..... (bidder's name)
.....

1. Name of Contract & Location /address:

2. Agreement No:

3. Annual value of Contract:

4. Date of start:

5. Date of completion:

6. Performance Report:

i) Quality of service: Excellent /very Good/Good/Fair

ii) Resourcefulness: Excellent /very Good/Good/Fair

iii)

7. Any penalty imposed for bad performance

8. Any litigation pending

Signature of Senior Level Officer of
the Client of the bidder with complete
contact details:

Seal of the Client of the bidder:

Date:
