



**DURGAPUR CHEMICALS LIMITED**  
(A Govt. Of West Bengal Enterprise)  
P.O. Durgapur-713215, Dist. Burdwan.  
**AN ISO 9001-2008 & 14001-2004 CERTIFIED COMPANY**  
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**NOTICE INVITING QUOTATION No. – DCL/PUR/IEMSPARES/02/18-19**

**Date- 16.01.2019**

E- offers /online quotations are hereby invited by the HOD (Purchase & Stores), Durgapur Chemicals Limited (DCL) from the bonafide, reliable, resourceful and experienced MANUFACTURER for the supply of IEM CELL SPARES to DCL, Durgapur, West Bengal. In the list attached herewith (BOQ) through electronic tendering (e-tendering) process:-

1.	Quotation No.	<b>DCL/PUR/IEMSPARES/02/18-19</b>	<b>Date- 16.01.2019</b>
2.	Name of work	<b>Quotation for supply of IEM SPARES.</b>	
3.	Period of supply	<b>Within 60 days from the date of placement of firm order.</b>	
4.	Earnest Money	<b>NIL</b>	
5.	Tender Uploading date online	<b>16/01/2019</b>	
6.	Document Download Start Date.	<b>17/01/2019 at 10:00 A.M</b>	
7.	Start Date of bid submission online	<b>17/01/2019 at 11:00 A.M</b>	
8.	End Date of Bid Submission Online	<b>24/01/2019 up to 12:00 Noon.</b>	
9.	EMD & TENDER FEE	<b>Intending bidders desiring to make payment of EMD and Tender Fee has to do the same through e-payment banking system, online and should beforehand read the instructions carefully, particularly those contained in the challan generated in the e-transaction of portal, if opted for EMD and tender fee payment through RTGS/NEFT through ICICI payment Gateway.</b>	
10.	Date & time of opening of tender online.	<b>Cover-I (Qualification Documents):- 28/01/2019, after 02:30 P.M. Cover-II (Price Bid ) :- To be Notified Later</b>	
11.	Download & Upload of Tender Documents	<b>Intending tenderers have to download the tender documents from the link <a href="https://wb-tenders.gov.in">https://wb-tenders.gov.in</a> using the Digital Signature Certificate. This is the only mode of collection of tender documents. The required filled/digitally signed documents are to be uploaded through the same link.</b>	
12.	Registration of Bidders	<b>Intending tenderers willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e- Procurement System through respective helpdesk situated in Jalasampad Bhawan 7<sup>th</sup> Floor DVC Study Cell, Salt Lake, Kolkata-700091.</b>	
13.	Digital Signature Certificate (DSC)	<b>Intending tenderers is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.</b>	

## INTRODUCTION:

Durgapur Chemicals Limited (DCL), A Govt. of W.B. Undertaking established in the year 1963 on 31<sup>st</sup> July under the Company Act 1956, having its registered office at 6, Little Russel Street, Kolkata – 700071 and factory at Durgapur – 713215, Dist – Burdwan (W.B. ) India.

DCL is manufacturer of Caustic Soda, Chlorine, HCl, Stable Bleaching Powder, Sodium Pentachloro Phenate etc. and marketing its products in the entire Eastern ZONE OF India. The company is managed by the team of qualified & experienced professionals and our industrial relation is excellent.

The factory area of DCL is spread in the 66 Acres and our township in 54 Acres land with well constructed 400 residential accommodations suitable for all categories of employees.

Durgapur is one of the major industrial city of the country. The city is well known for Steel manufacturing and DCL is surrounded by mainly Steel Plants. The company has all requisite infrastructures for running more than 100 TPD Membrane Cell plant.

### **Technical Particulars of Existing IEM Cell Plant**

- 1).Design, Manufacture & supply by: M/s AKCC
- 2) Capacity : 100 MT/day (expandable to 150 MTPD)
- 3) Electrolyser specifications;

-Type of Cell	Bipolar ELECTROLYSER- TYPE ML 32NCH
	Double rear head type filter press
- Number of Electrolyser	2 units
- No. of Cell per Electrolyser	112 cells (expandable to 168 cells)
- Total Cell number	224 cells
- Size of each cell	1.2 m x 2.4 m
- Effective area	2.7 m <sup>2</sup>
- Current density	5.0KA/M <sup>2</sup>

#### 4) Anode & Cathode

	Anode	Cathode
Type	Mesh	Mesh
Material	Titanium	Nickel
Guaranteed Life- (years)	8	8

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## **Membrane**

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Brand Name	: - ACIPLEX-F
Current Density	: 5.0 KA/m <sup>2</sup>
Guaranteed Life	: - 4(years)

### **CONTENTS OF TENDER DOCUMENTS**

The Bidders are requested to upload the Documents in the Format Given Below:

#### **Statutory Documents/ Technical Packet:**

- (i) **NIQ:** The NIQ must be downloaded properly, and the same must be Digitally Signed and Uploaded.
  
- (ii) **EMD & TENDER FEE:** NA

**Financial Packet :** The price should be quoted in the BOQ format .The filled in BOQ should be uploaded in the Financial Packet.(Cover –II)

**ANNEXURE - "A", "B" "C" "D" "E " signed and uploaded.**

## **DECLARATION OF THE BIDDER**

**SUB:** OFFER FOR MANUFACTURE AND SUPPLY OF 100 NOS. OF ANODES, 230 NOS. OF MEMBRANES AND ALSO PROVIDING RELATED GASKETS, SPARES AND CONSUMABLES AS SPECIFIED

AND SUPERVISION FOR INSTALLATION AND COMMISSIONING AND POST COMMISSIONING MONITORING & SUPPORT FOR TWO YEARS AS PER CLAUSE NO.16.0

**Tender No. DCL: DCL/PUR/IEMSPARES/01/18-19**

Dear Sir,

With reference to your Tender for the above work, we / I hereby submit our/my tender price bid strictly as per BOQ. The BOQ templet has not been modified/ replaced.

We / I give details of our / my experience during the last 5 years for the above or similar type of work in the enclosed Annexure-"B" supported by copies of orders / agreement and performance certificates from the customers.

We / I hereby declared that we / I have not been debarred from tendering for contracts in any of the department of Govt. of India, Central or State Undertaking/ Enterprise. And no litigation with Durgapur Chemicals Ltd.

We / I also certify that the information given by us / me in the tender documents is correct and if at any stage the same is found to be incorrect, the contract will be liable to be terminated / rescinded and action may be taken against us / me by the DCL for claim against damages & losses.

We / I are /am duly authorized / empowered to sign all the tender documents.

A). NAME OF THE TENDERER : \_\_\_\_\_

B). FULL POSTAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C). PHONE NO. of Signatory/Contact Person

OFFICE : \_\_\_\_\_

MOBILE : -----

D). FAX NO. - \_\_\_\_\_

E) E-MAIL - \_\_\_\_\_

F) Website - -----

G) Authorised Contact Person Details :

# **TECHNO – COMMERCIAL BID(NIQ)**

## 1. QUALIFICATION OF THE TENDERER

### 1.1) Technical

1.1.1) The Bidder should be either a company/a group of companies manufacturing the Anode, Membrane, Gasket, Spares and capable of supply all the items under one single Bid as per specifications. The bidder should hold a license to manufacture these items. The technology of the items to be supplied under this tender shall be the same as that of the items being currently in use. (Refer Annexure –E)

1.1.2) The tenderer should extend the post commissioning support for two years to ensure the successful running of package which will include guiding the Purchaser on its operating parameters for smooth running.

1.1.3) The Bidder should have supplied the same components to at least three utilities in India and one of such companies should be successfully using it/ installed plant is in successful operation over five years. (Annexure –‘B’)

1.1.4) The tenderer shall furnish a detailed statement of similar nature of jobs rendered in India during the last five years, which shall include capacity, location, date of initial operation & commissioning and performance certificate, etc. (Annexure –‘B’)

1.1.5) The tenderer shall satisfy the Purchaser that they possess the necessary technical expertise, experience and qualification and have adequate & necessary facilities and specialized technical personnel to ensure that the contract work is of best quality and workmanship according to the latest engineering practice. The tenderer shall furnish necessary particulars in this behalf alongwith the tender.

1.1.6) Bidder must have the above qualifications failing which the Bid is liable for rejection.

**1.1.7) The Company reserves the right to accept at its sole and un-fettered discretion, any tender or to reject any or all tenders without assigning any reason therefor.**

## 2. LEGAL AUTHORITY

2.1) The tenderer shall satisfy the Purchaser that they are competent and authorized to submit Tender and / or to enter into a legally binding contract with the Purchaser. To this effect, any

person giving a tender shall render scan copy documentary evidence that his signature on the tender, submitted by him, is legally binding upon himself, his firm or company, as the case may be.

2.2) A person signing, including digitally signing, the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authorized to bind such other and if it is found any time, the person so signing had no authority to do so, the Purchaser may, without prejudice to other legal remedies, cancel the contract and hold the signatory liable for all costs and damages.

2.3) Any director or partner(s) or authorized signatories of the tenderer should not be convicted by court of any offence.

### **3. FINANCIAL**

The tenderer shall produce satisfactory proof that they are financially in a position to fulfill the contractual obligations offered to be undertaken by them. The tenderer shall upload Income tax and Sales tax/VAT clearance certificates along with the tender wherever applicable. Balance sheet pertaining to business covering Manufacturing & Supply of items covered in NIT for last 3 years.

### **4. General Condition of Contract**

4.1) On the tender being accepted by the Purchaser, if so required by the Purchaser, at his option, an agreement with the Purchaser and the successful tenderer will be made.

4.2) The tenderer shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with the submission of tender.

### **5. Submission and Arrangement of Tender**

The templates must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns. Else the bidder is liable to be rejected for this tender. Qualification document(NIT) and Price Bid(BOQ) to be separately uploaded under cover I and cover II respectively.

### **6. PRICES**

6.1) The tenderer shall furnish item wise BOQ, but have to quote for all the items and tender will be decided on total package. Incomplete price bid will not be accepted.

6.2) If any of the Technical Persons are required beyond the contract period, the tenderer shall be required to provide the same under the tenderer's scope of responsibility.

6.3) Tenderer has to train the DCL operating & maintenance personnel in course of the implementation within their scope of work.

### **7. PAYMENT TERMS**

**(7.1.1)** . 100% payment will be made by irrevocable Letter of Credit for supply of materials

**(7.1.2)** . Cost of Supervision during commissioning will be paid within 30 days after successful completion.

**8.0** DCL reserves the right, during the course of Engineering Meetings to make changes in and / or additions to the specifications of Equipments. No change in the order shall become binding unless it is confirmed in writing by the parties.

**9.0** If such changes and / or additions cause an increase or decrease in obligations of CONTRACTOR under CONTRACT, or affect or alter the delivery schedule of items under this tender, an equitable and reasonable adjustment of CONTRACT PRICE and / or the delivery schedule shall be made on mutual agreement basis.



## **10.0 SHIPPING TERMS**

### **(10.1) Imported Items**

Contractor shall deliver items to DCL on CIF Kolkata Airport port as per INCOTERMS 2015 as amended and supplemented thereafter. Marine or other transit insurance shall cover the items from Supplier's warehouse to Customs warehouse at the Port of unloading.

(10.2) Packing of items shall be of manufacturer's standard and as per usual practice and as such acceptable to DCL and there shall be a packing list of all items so packed. Certificate of Origin and Pre-Shipment Inspection if so agreed and stipulated conforming to the requirements of the Letter of Credit shall be appropriate for Airworthy export transportation.

### **(10.3) Date of Delivery**

The date of Board on Bill of Lading shall be deemed to be the date of Delivery of the Items.

### **(10.4) Shipping Advice**

Contractor shall give DCL or its nominated agent the shipping advice in writing immediately after shipment.

## **11.0 TEST & INSPECTION**

11.1 DCL may send its representative to Contractor's plant and/or vendor's plant at DCL's expense to inspect or witness the test of items before dispatch of such items. CONTRACTOR shall notify DCL the date and place at least two (2) weeks prior to the date on which test or inspection is to be carried out. Such inspection or witnessing of the test of items by the representatives of DCL shall not in any way affect the liabilities of Contractor towards the quality standards and specifications of the Equipment.

11.2 Records and/or certificates of each test and/or inspection by such inspection agency as may be stipulated by DCL shall be submitted to DCL by Contractor regardless or whether DCL 's representative attend or do not attend such test and/or inspection.

11.3 All items and machinery offered shall be suitable for process requirements of the plant and designed, manufactured and tested for safe and hazards free operation of the plant.

## **12.0 DELIVERY SCHEDULE**

CONTRACTOR shall deliver all the items within three (3) months of effective date of Contract/ purchase order and will commission the same within 30 days from the date of reaching all the items at DCL site.

## **13.0 GUARANTEES & WARRANTIES**

### **13.1 Performance Guarantee**

Plant performance test shall be commenced at the earliest but not later than 3 months after the start up date and **shall last for 72 (seventy two) hours of operation, of this period 48 continuous hours of operation shall be considered as the period for such performance test run.** As per performance guarantee furnished by the tenderer for a continuous period of

72 hours with respect to plant capacity; plant flexibility, power, raw materials and utilities consumption figures, product quality etc.

- 13.2 Successful completion of guarantee test shall not relieve the tenderer of their obligation and responsibility in any manner with regard to modification / rectification / replacement to meet warranty.
- 13.3 During the guarantee test run, if the plant fails to meet the guarantee figures given, the tenderer shall modify the plant any system at his risk and cost to achieve the guarantee within the agreed stipulated time. The liability to the bidder in such an event shall be unlimited and DCL is free to penalize the tenderer for his failure to meet the obligations.
- 13.4 If either power consumption or raw material / utilities consumption exceeds the guarantee figures, the tenderer should modify/rectify/replace the system or equipments and should bring the consumption figures within the guarantee figures.

#### **14.0 OTHER INSTRUCTIONS**

##### **14.1 INTERPRETATION AND ALTERATION TERMS AND CONDITIONS OF TENDER DOCUMENTS.**

Tenderer is free to seek clarification on terms and conditions of this tender but DCL alone possess the right to interpret the meaning of the terms and conditions mentioned herein.

##### **14.2 TENDERER TO GET INFORMATION**

It is the duty of the tenderer to get full information, clarification and additional data for making the offer before uploading of tender.

##### **14.3 TIME LIMIT NOT EXTENDABLE**

The time limit for uploading of tender is not extendable. But DCL reserves the right to extend the time limit, if situation warrants.

##### **14.4 PATENT INFRINGEMENT**

Tenderer should affirm and assure that there is no defective title, copyright or patent infringement in connection with the supplies to be effected and DCL shall be fully indemnified by the successful tenderer in respect of any claim raised by third parties against DCL.

##### **14.5 INSPECTION**

Inspection of critical items identified by DCL shall be entrusted to competent inspecting agency, if found necessary by DCL at its discretion.

#### **14.6 INSURANCE COVERAGE**

Tenderer shall arrange to insure all the materials under the package tendered for against all risks till the customs warehouse at the Port of unloading.

#### **14.7 DELIVERY & ERECTION TIME**

Tenderer should submit detailed time schedule. Commissioning date should be within 5 months from the effective date of purchase order. Time shall be the essence of the contract unless otherwise extended by mutual agreement.

#### **14.8 Breach of Agreement**

Any failure, defect, deficiency or neglect on the part of the Contractor or any sub-Contractor or supplier or failure of performance standard shall be immediately rectified failing which such failure or defiance shall be a breach of the Contract.

#### **14.9 LOWEST TENDER NOT NECESSARILY TO BE ACCEPTED.**

The Purchaser is not bound to accept lowest or any tender or to assign reasons for non-acceptance. The Purchaser also reserves the right to reject all or any of the tenders without assigning any reason.

#### **15.0 CLARIFICATION OF TENDERS**

For evaluating the tenders on a common platform, the tendering authority may ask tenderers individually for clarification of their tender, including breakdown of unit rates. The request for clarification and the response should be in writing, but no change in the price or substance of the tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetical errors discovered during the evaluation of the tenders. The tenderer shall be required to provide a detailed analysis of the unit rates or prices entered by him in various items of the schedule or prices when requested in writing by the tendering authority during tender evaluation.

## 16.0 SCOPE OF WORK

The Bidder shall manufacture, supply and supervise the commissioning under qualified personnel. 10 SET of Anode, 5 nos of Cathode and 10 Pieces of Membrane and associated gaskets and all other consumables for replacement of Anode, Membrane & Gaskets of the existing Electrolyser Plant. The general technical condition of existing plant is given in the subsequent clause and scope of work also include monitoring, supervision of the plant after completion of job for at least 2 years. The responsibility of supervisor is to train & guide technical personnel for maintaining guaranteed performance of the plant the followings items will be supplied under this tender.

### a) Anodes Quantity- 10 ST

Expanded Titanium Mesh of same noble metal coating as coated in anodes mesh of existing one and suitable for AKCC, Japan Electrolyser to operate at 5.0 CD. The coated anode mesh will be supplied by the party, old fitted mesh will be removed and new ones will be fitted. The party shall guarantee that the life time of the anode coating will be for 8 (eight) years from the date of commissioning at DCL plant. The coating is the low oxygen type and suitable for operation at maximum current density  $5.0 \text{ KA/M}^2$  during such guarantee period. The party shall guarantee that the single electrode potential (SEP) start up values will not exceed the value specified limits i.e. graph during the entire guarantee period of 8 years from start up. The coated anode mesh shall be used in 100 no elements and for each element, coated anode mesh shall be supplied in two parts and size of each coated anode Mesh will be 1181 mm\*1164 mm.(thickness 1.2 mm min)

### b) Membranes Quantity- 10 Pieces.

Membrane (preferentially equivalent to ACIPLEX-F Membrane) should have activity durability & efficiency for Production of 32% Caustic Lye and improved durability against Brine impurities. The membranes should be suitable for the production of 32% caustic soda using the Technology supplied by AKCC Electrolyser for Electrolysis of Acidified Brine. Membranes will be provided with Performance Warranty for Membrane Plant Current Efficiency with operation at 5.0 C.D., according to the AKCC specified formula of acidity method for calculating Current Efficiency as follows:

The size of 10 pieces membranes shall be 1.350 m x 2.465 m

12 Months from start-up	- Higher than 95 %
13 to 24 Months	- Higher than 94% Month
25 to 36 Months	- Higher than 93%



**ANNEXURE – “B”**

**PARTICULARS OF EXPERIENCE FOR SIMILAR NATURE OF JOB.**

Name of the customers in India including Govt., Public Sector Undertaking and other Chemical Plants, particulars of contract entered into /with them including the current contract	Year of Successful/ execution.	Value of the contract	Installed Capacity	Location

**ANNEXURE – “C”**

**DETAILS OF PARTICULARS TO BE CONFIRMED / FURNISHED BY  
THE TENDERERS**

Sl. No. _____	Particulars: _____	Tenderer's Confirmation _____
1.	Status as Technology Supplier	:
2	Corporate status of Technology supplier :	
a)	Proprietorship Firm.	:
b)	Partnership Firm.	:
c)	Private Limited Company.	:
d)	Public Limited Company.	:
3.	Turnover of Company in the last 5 financial years	:
4	Number of employees (Including managerial staff & chief executive)	:
5.	Office address with Telephone Nos. / Fax No./ E-mail No.	:
6.	Activities as Technology Supplier (specify in brief)	:

7.	Organizational structure of the company (write in brief)	:
8.	Laboratory/testing facilities.	:
9.	Execution experience of same/similar job as tendered for	:
10.	Details of execution experience of same/similar job as tendered for / to the Govt. Organisation / Govt. undertaking during the last Five years. (Please specify the name of the Organization indicating their Purchase Order No., Value of the P.O., etc. Attach separate sheet if required and also support with credentials).	:

11.	We certify that we have not been debarred from tendering for any contract in any of central / State Govt. Undertaking or Local Authority.	:
12.	Our price/fee will remain firm till completion of execution of order.	:
13.	Our offer will remain valid for 90 (Ninety ) days from the date of opening of offers.	:



14.	We agree to your standard terms of payment as mentioned in the tender document.	:
15.	We agree to accept Guarantee clause	:
16.	We agree to accept all the terms and conditions as appearing in your tender documents.	:
17.	Our scope of job includes(Please referred clause 16 .0)	:
18.	Guarantee offered by us	:
19.	We hereby certify that the information given by us/me herein above are correct.	:

Name and Designation:  
(i.e. authorized signatory)

Name of Tenderer:

**ANNEXURE – “D”**

Guaranteed particulars : (to be filled up by bidder)

1. Service life of Anode .....Years

2. Service life of Membrane .....Years

3. Type of Membrane.....

4. Whether any treatment of Membrane Required at site – Yes/ No. If yes provide details;

5. Current Density –

(Operable)

(Designed)

6. Power Consumption :-

Per MT -NAOH

7. Material of Anode :-

8. Material of Membrane :-

Name and Designation:

(i.e. authorized signatory)

Name of Tenderer:

**ANNEXURE – “E”**

**Name of Manufacturer** :

**Address of Manufacturing Facilities** :

**Manufacturing Licence No.** :

**Issuing Authority**

**Expiry Date** :

**Location of Anode Manufacturing Facility** :

**Location of Membrane Manufacturing Facility** :

**\* Please furnish the followings:**

- For Limited company –
  - (i) List of Directors with their occupations
  - (ii) Memorandum of Association
  - (iii) Articles of association
  
- For Partnership Concern – (i) Name of Partners
  - (ii) Partnership deed

Notes: The words “we”, “Our”, “Us”, “You” as appearing in the Annexure shall mean the tenderer and the words “You”, “Your” shall mean Dur gapur Chemicals Limited.

Confirmations/documents as confirmed / furnished by the tenderer against this Annexure shall be treated as a part of their Offer/Tender.

