



DURGAPUR CHEMICALS LIMITED
(AGovt. of West Bengal Enterprise)
P.O. Durgapur-713215, Dist. Burdwan.
AN ISO 9001-2008 & 14001-2004 CERTIFIED COMPANY

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Ref. No.: PM/DCL/JCB/2018-19

Date: 10.05.2018

**NOTICE INVITING e-TENDER THROUGH E-PROCUREMENT FOR
ENGAGING JCB EXCAVATOR IN CAUSTIC CHLORINE PLANT FOR
INDUSTRIAL SALT HANDLING**

1. Online e-tenders are hereby invited by Durgapur Chemicals Limited (DCL) from eligible contractors for **“engaging JCB EXCAVATOR in Caustic Chlorine Plant for Industrial Salt handling at DCL Works for a period of one year w.e.f. 01.07.2018 to 30.06.2019 which may be extended for further period as & when required on the existing Terms & Conditions after satisfactory services”** Prospective Tenderers are advised to get themselves registered with the e-procurement system of the Govt. of West Bengal through respective helpdesk situated in Jalsampad 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:

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|-----|----------------|---|
| (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 Technical Bid. |
| (e) | Annexure - V | Terms & Conditions. |
| (f) | Annexure – VI | Undertaking by the Bidder. |

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 tenders 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.

ii. It is Three Covers on-line bidding system. The following Three Covers shall be submitted through online at e-portal 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 (except Original Demand Drafts against Tender Fee & EMD) shall not be entertained.**

iii. **Cover – I (Fee Cover): Containing scanned copy of DD against Tender Fee & EMD / scanned copy of documents for Tender Fee & EMD Exemption:**

Tender Fee of Rs. 1,000/- including GST (non-refundable) and EMD of value of Rs. 20,000/- will be required to pay offline in the form of Demand Draft drawn in favour of Durgapur Chemicals Ltd. payable at Durgapur from any schedule bank (but not Co-operation and Gramin bank) respectively.

Scanned copy of Demand Drafts against Tender Fee & EMD shall be uploaded on www.wbtenders.gov.in . Bidders, who are claiming for exemption from submission of Tender Fee & EMD, shall upload the scanned copy of their registration certificates with the concerned body/necessary documents in support of their eligibility for the same on www.wbtenders.gov.in.

The original Demand Drafts (DD) against Tender fee & EMD shall be submitted to Durgapur Chemicals Ltd. on or before the due date and time as per Critical Date Sheet mentioned hereunder. The Bidders who will not submit the original demand drafts for Tender Fee & EMD by due date & time, their tender application shall be summarily rejected.

iv. **Cover – II (& 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 of Technical Bid 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.

v. **Cover – III (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	10.05.2018
Bid Document Download	11.05.2018 at 11.00 noon
Bid Submission Start Date & Time	11.05.2018 at 12.00 noon
Bid Submission End Date & Time	31.05.2018 at 12:00 noon
Last Date & Time of Submission of Original Demand Drafts (DD) against EMD and Tender Fee.	31.05.2018 at 05:30 p.m.
Bid Opening Date & Time (Cover-II)	02.06.2018 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.

4. **Opening of Tenders:** The Technical Bid will be opened first in the presence of the Tender Committee Members and Bidders. Financial bids of only technically qualified bidders shall be opened in the presence of the Tender Committee Members. The Bidders, if they wish, can remain present.
5. **Rates:** The contractor should quote the rate in prescribed BOQ. The quoted rate must be in the manner of rent of Excavator (JCB), cost of labours (Driver) inclusive of service charges, others (maintenance) etc. The applicable Goods Service Tax (GST) must be furnished in each of the heads individually.
6. **Terms of Payment:** The contractor will submit the monthly bill in duplicate for payment along with certificate of work completion by the officer in charge on the letter head. The bill will be paid after making recovery, if any.

The contractor shall make regular and full payment to its personnel as per the laws of the land and furnish necessary proof in this regard as and when required.
7. **Validity of Offers:** Tenders shall remain open for acceptance for 30 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.
8. **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 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.
9. **Jurisdictions:** 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.

Personnel Manager
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 be typed in the letter head of the bidder

To
The Personnel Manager
Durgapur Chemicals Ltd.,
Hahnemann Sarani, Durgapur,
Pin – 713215, West Bengal.

**Subject: FOR ENGAGING JCB EXCAVATOR IN CAUSTIC CHLORINE
PLANT FOR INDUSTRIAL SALT HANDLING FOR THE PERIOD
OF ONE YEAR**

Reference: (i) Your e-tender reference no.:
..... Dated

(ii) Tender Fee-DD No. Dated
..... for Rs.

(iii) EMD-DD No. Dated
..... for Rs.

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.

ANNEXURE – II

SCOPE OF WORK

ENGAGING JCB EXCAVATOR IN CAUSTIC CHLORINE PLANT FOR INDUSTRIAL SALT HANDLING

- a) Supply of JCB Excavator.
- b) Operation of Excavator round the clock i.e. for A, B, C Shifts
- c) Maintenance of the JCB Excavator
- d) Feeding of Industrial salt (loose) from the salt storage area to the loading point.
- e) Control of Charging quantity as per the capacity of belt conveyor
- f) Only loose salt free of sutli & any other unwanted materials (i.e. polythene bags / jute bags / rags & tags / food packets etc.) should be feed strictly as per the instruction of the Shift Engineer / Field Supervisors of the Membrane Cell Plant.
- g) All safety norms to be complied by the drivers of the JCB
- h) No JCB driver will be allowed to work beyond 8 hrs. Per day on regular basis other than emergence or instruction of management.
- i) Salt feeding will be done by JCB Excavator in 3 (three) shifts round the clock (three drivers).
- j) If Excavator is breakdown more than 2 hours, then contractor has to provide alternate JCB for smooth functioning of the plant. If he fails to provide the JCB, management will hire JCB from the market and the cost to be borne by the contractor.
- k) Contractor has to maintain one register for noting the following records
 - i) Quantity of salt feeding to the hopper / chute of the conveyor belt per shift approved by the concerned Shift In-charge.
 - ii) Preferably the concentration in gpl has to be maintained 305 to 310.
 - iii) Running hour meter recording.
 - iv) Fuel consumption by the JCB will be paid on actual basis.
- l) General housekeeping of the area in and around salt go down, saturator, has to be maintained by the contractor.
- m) Plant will run in all the three shifts and job should be done as per requirement i.e. A, B, C shift i.e round the Clock.

Statutory obligations:

It is the responsibility of the contractor to make necessary compliances under PF Act & ESI Act while making payment of wages to the 3 nos. drivers. Apart from this, other obligations like bonus, leave etc. should also be borne by the contractor.

Maintenance :

The maintenance of the Excavator will be on account of contractor. However, there is an old JCB which is also being used for salt dumping and maintenance of this Old JCB should be looked after by the contractor and cost of the same will be reimbursed on actual.

Fuel: Fuel for running of JCB Excavator will be provided by DCL as per requirement.

ANNEXURE –III

ELIGIBILITY CRITERIA FOR TECHNICAL/QUALIFYING BIDS:

- I) The Contractor must have valid Trade License, GST registration and PAN Number and self-attested copy of these registration certificates should be attached to the Bid document.
- II) The Contractor must be registered with the ESI and EPF authorities and other relevant Labour Authorities and self-attested copies of these registration certificates and PAN should be attached to the BID document.
- III) The contractor must have minimum two years of experience with Central Govt./State Govt./Public Sector undertakings is must and hence copies of work orders as proof to be attached.
- IV) The contractor 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 VII**.
- V) The contractor 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 CONTRACTOR/BIDDER	
2	TYPE OF ENTRY-PROPRIETORSHIP FIRM/PARTNERSHIP FIRM,/OR PVT. LTD. COMPANY	
3	ADDRESS OF COMPANY/FIRM	
4	TEL NO./FAX NO./MOBILE NO.	
5	NAME OF THE CONTACT PERSON	
6	TEL.NO./MOBILE NO. OF CONTACT PERSON	
7	TENDER FEE DETAILS @ Rs. _____	DD NO._____/Date:
8	EMD DETAILS @ Rs. _____	DD NO._____/Date:
9	LEGAL CERTIFICATES TO BE ENCLOSED AND DETAILS IN THIS REGARD TO BE PROVIDED	
	PAN DETAILS	
	GST REGISTRATION DETAILS	
	VAT REGISTRATION DETAILS	
	REGISTRAION WITH CONTRACT LABOUR ACT., DETAILS	
	ESI REGISTRATION DETAILS	
	EPF REGISTRATION SINCE	
10	ANNUAL TURNOVER OF FOUR FINANCIAL YEARS i.e. 2013-14, 201-15, 2015-16, 2016-17. (DETAILS in ANNEXURE IX ALONG WITH COPY OF PROFIT & LOSS A/C, BLANCE SHEET AND INCOME TAX RETURNS OF SAID YEARS) i.e. FOR ASSESSMENT YEARS 2014-15, 2015-16, 2016-17 & 2017-18) TO BE ENCLOSED.	
11	WHETHER ANY EMPLOYEE OF DURGAPUR CHEMICALS LTD. ON YOUR BOARD OR SHARE HOLDER IN CONTRACTORS'S ENTITY/FIRM	YES/NO. If please provide details
12	HAS ANY OF YOUR DIRECTOR /PARTNER /ENTREPRENEUR EVER BEEN CONVICTED UNDER ANY LAW	YES/NO. If please provide details
13	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
14	ANY OTHER INFORMATION CONTRACTOR MAY LIKE TO FURNISH (MAY BE FURNISHED IN SEPARATE ENCLOSURE)	

ANNEXURE –V

TERMS AND CONDITIONS

- i. The rate should be quoted as per Proforma of Financial Bid vide **Annexure – VI**.
- ii. Quotations will be received up to the stipulated date and time only.
- iii. The contractors are required to submit the complete Quotations only after reading each and every laid down condition.
- iv. The contractors must comply with all the terms and conditions of the contract.
- v. Durgapur Chemicals Ltd. reserves the right to terminate the contract without assigning any reason to the contractor.
- vi. Nobody except contractor's authorized representative shall be allowed to enter this office. Within the premises of this office, the contractor's personnel shall not do any private work except their assigned duties.
- vii. The contractor shall be solely responsible for payment of wages/salaries and other benefits and allowances to his personnel as applicable under any Act or order of the Government including Minimum Wages Act. This office shall have no liability whatsoever in this regard.
- viii. Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948, shall be taken by contractor. The Durgapur Chemicals Ltd. shall not entertain any claims arising out of mishap, if any, which may take place.
- ix. The contractor would be liable for ensuring compliance with the all rules and regulations as notified by the Government time to time.
- x. The contractor is responsible for all kind of jobs.
- xi. All your persons shall perform duty as per instruction of the authorised representative of Durgapur Chemicals Ltd.
- xii. **Tender Fee of Rs. 1000/- and Earnest Money Deposit of Rs. 20, 000/-** in the name Durgapur Chemicals Ltd. vide Demand Draft drawn on any schedule bank should be submitted along with bid documents as per date and time mentioned in the tender notice.
- xiii. **The Performance Security Deposit of 10% of the contact value shall be submitted by the successful bidder by way of Bank Draft with in fifteen days from the start of the contract period.**
- xiv. 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.
- xv. All your persons engaged by the successful contractor shall have no claim whatsoever on Durgapur Chemicals Ltd. and shall not raise any industrial dispute directly with or against Durgapur Chemicals Ltd. in respect of their service conditions as long as they are engaged at Durgapur Chemicals Ltd. premises for execution of contract.

- xvi. The Bids would be approved by the competent authority subsequent to compliance and also that it can be rejected without assigning any reason.
- xvii. It is made clear that the engagement of the contractor does not in any way confer any right to the contractor or the persons that may be deployed by him in this office for claiming any regular or part time employment in this office or any other Government Office.
- xviii. The contract will be awarded for one year from the date of entering into contract & the rates will be valid for five months.
- xix. Payment terms: Monthly Bill to be submitted within 7th day of successive month. The following documents to be attached with the bill:
 - 1. Copies of the PF and ESI challans for the previous months must be attached along with the bills.
 - 2. Payment will be released within 15th day of the successive month.
 - 3. The contractor has to disburse wages to all your persons within 6th of the every month.

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.