



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/AMC/REFRIGERATION/2017-2018

E- offers /online quotations are hereby invited by the AM (MECHANICAL), Durgapur Chemicals Limited (DCL) from the bonafide, reliable, resourceful and experienced Vendors for supply of Annual contract for Operation of Chilled Water Unit at Central Refrigeration Plant DCL, Durgapur, West Bengal. In the list attached herewith (BOQ) through electronic tendering (e-tendering) process:-

1.	Quotation No.	DCL/AMC/REFRIGERATION/2017-2018
2.	Name of work	Annual contract for Operation of Chilled Water Unit at Central Refrigeration Plant DCL
3.	Period of supply	From 01.04.2017 to 31.03.2018
4.	Earnest Money & Tender Fee	Rs. 30,000/- (EMD), Rs. 1000/- (Tender Fee)
5.	Tender Uploading date online	01/03/2017
6.	Document Download Start Date.	02.03.2017 at 12 p.m Pre bid discussion on 09.03.2017 (Pre bid discussion is the pre-condition for submitting Price bid.)
7.	Start Date of bid submission online	10.03.2017 at 10 a.m.
8.	End Date of Bid Submission Online	23.03.2017 upto 12.00 noon.
9.	Physical submission of EMD & TENDER FEE Offline	EMD- From 10/03/2017 Tender Fee- To be submitted by participating tenderer in prebid discussion. [No tenderer shall be allowed to attend the meeting without Tender fee.]
10.	Date & time of opening of tender online.	Cover-I (Qualification Documents):- 25.03.2017, after 2.30pm. Cover-II (Price Bid) :- 25.03.2017,
11.	Download & Upload of Tender Documents	Intending tenderers have to download the tender documents from the link https://wb-tenders.gov.in 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.
12.	Registration of Bidders	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 th Floor DVC Study Cell, Salt Lake, Kolkata-700091.
13.	Digital Signature Certificate (DSC)	Intending tenderers is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.
14.	Attending Pre Bid Discussion	Tenderer have to bring the documents mentioned in point no2.a,b,c,d,e,f,g of ANNEXURE-B of General Terms & Conditions on dated 09/03/2017 at the time of Pre Bid meeting.

JOB TITLE: Annual contract for Operation of Chilled Water Unit at Central Refrigeration Plant DCL, Durgapur, West Bengal.(From 01/04/2017 to 31/03/2018)

SCOPE OF WORK:

Operation of all refrigeration units to provide uninterrupted chilled water supply to CBU / CCP at 8° – 10°C

1. To maintain the units properly.
2. To attend the minor breakdown occurs in the units.
3. Testing of refrigerant leakages on daily basis.
4. Periodic cleaning of condensers (Normally thrice in a year).
5. Oil Charging / changing, refrigerant charging.
6. Deployment of adequate technically skilled manpower to operate the units.
7. Operators in shifts should report to the shift – in – charge of DCS.
8. Tools & tackles & PPE to be supplied by the contractors.

Please note that operators should be available round the clock. The Units comprises of four compressors, three condensers, three DX type chillers, six chilled water pumps. Normally one unit with one pump will be in operation. However two units with two pumps may be in operation or more if required.

HOUSE KEEPING OF THE ENTIRE PLANT OF CENTRAL REFRIGERATION IS THE RESPONSIBILITY OF YOU. FOR POOR HOUSEKEEPING THE PENALTY WILL BE LEVIED.

GENERAL TERMS AND CONDITIONS:-

ANNEXURE-A

1. It will be observed from the scope of work that quantum of work that may be required to carry out during the course of tenure of contract is based on estimation, subject to increase or decrease due to shut down and or stoppage / breakdown of plant / plants, change in or modification of manufacturing processes and even the exigency may arise due to trouble in plant and for any other cause or causes on account of non availability of raw materials and above all due to force majeure circumstances. In view of the above DCL does not bind itself for making good any loss / losses that may have to be incurred by you.
2. The management of Durgapur Chemicals Limited through its authorised representative reserves the rights to make any alteration in omission from addition to or substitution for the original description of scope of work that may appear to be necessary or advisable during the tenure of contract and you shall be bound to carry out the work in accordance with any instructions which may be given to you by the authorised representative. And if the altered, additional or substituted work including any class of work for which no rate has been specified in the contract then such class of work shall be carried out at the rate to be negotiated with you by authorised representative of Mechanical department and accounts department and finally approved by competent authority of Durgapur Chemicals Limited.
3. You should have proper license for carrying out the work as has been specified in the contract.
4. **You will have to supply at least 06 (six) persons to run the plant in shift. Minimum one person should be present in each shift.**
5. You should well conversant with statutory laws in respect of contract labour (regulation & abolitions) act 1970.
6. You should well conversant with provisions of minimum wages act 1948 and Indian factories act 1948.
7. No female labourer should be detained in the night shift and that no labourer below age of eighteen should be engaged by you for the work of Durgapur Chemicals Limited. List of employees should be submitted to the Mechanical department for obtaining monthly gate passes from the security department, a copy of such list also be handed over to Mechanical department.
8. You shall supply and provide at their own expenses all tools, tackles, appliances, implements as may be necessary for due discharge of job to be undertaken by them for proper execution of work entrusted to them. You hereby urged upon to provide all safety appliances to their supervisors / labourers such as gas mask, dust masks, safety goggles, proper hand gloves, helmets, handkerchief etc. so that the work entrusted to them may not suffer due to any unforeseen or inclement weather. The YOU should take adequate steps to ensure proper use of such appliances as spelt out above by their employees.
9. No price escalation will be entertained during the tenure of contract under any circumstances what so ever.
10. You have to abide by statutory laws and other laws as may be prevalent in the factory.
11. You should have to arrange for the accommodation of their staff and supervisors and no accommodation what so ever will be provided Durgapur Chemicals Limited. Similarly transportation of staff from their residence to work site and back will also be the responsibility of you.

12. Durgapur Chemicals Limited has no liability in case of any fatal / non fatal accidents and you should have to provide for adequate compensation to the victim(s) as per rules. Durgapur Chemicals Limited has no liability and accident caused for the negligence of you.
13. It should be noted that it is not possible to lay down the scope of work in details of the job to be carried out. Therefore the scope of work is intended to give an indication of nature and volume of work involved but it is not conclusive and comprehensive. Any work as may be required and incidental to it whether specifically prescribed or not in scope of work will be deemed to be part of scope of services to be rendered by you and will be undertaken by you without any additional cost.
14. Bill shall be submitted by you each month on or before the date fixed by Durgapur Chemicals Limited for the work executed in the previous month. YOU shall submit all bills in printed forms.
15. You shall be responsible for all and shall take proper care in respect of all machineries, tools and implements as may be made over by Durgapur Chemicals Limited to you for use in execution of work and shall be liable for any loss or any damages caused to the said machineries under this contract and tools and implements by any reason what so ever during the period the same are in possession of you and shall on demand pay to Durgapur Chemicals limited such amount as may be fixed by Durgapur Chemicals Limited for such loss or damages, the decision of Durgapur Chemicals Limited in that respect is final. Should you fail or neglect to pay such amount on demand, Durgapur Chemicals Limited shall have the right and be entitled in addition to other rights and remedies available to it, to deduct such amount from the amount of security deposit by you or any amount remaining payable to you under this contract or otherwise for any work by you.
16. Oil & refrigeration will be supplied by Durgapur Chemicals Limited.
17. During idle / shutdown of the plant, these workmen deployed by you may be utilized in other section / plants as and when required.
18. Durgapur Chemicals Limited reserves the right to terminate the entire contract with one month notice within contract period.
19. EMD will be retained as S.D. till contract period in over.

ANNEXURE-B

Technical Bid

1. You will have to supply at least 06 (six) persons to run the plant in shift. Minimum one person should be present in each shift.

2. The intending bidder has to upload the scanned copy of the following documents for Evaluation of their eligibility.

- a) Service tax registration certificate.
- b) Valid trade License
- c) PAN Card and latest IT return.
- d) Registration certificate with ESIC.
- e) Registration certificate with EPFO.
- f) Scan copy of tender fees
- g) Scan copy of bank DD for EMD
- h) EMD- To be submitted by selected tenderer after prebid discussion
- i) Any other document as may be decided in prebid meeting.

3. It will be observed from the scope of work that quantum of work that may be required to carry out during the course of tenure of contract is based on estimation, subject to increase or decrease due to shut down and or stoppage / breakdown of plant / plants, change in or modification of manufacturing processes and even the exigency may arise due to trouble in plant and for any other cause or causes on account of non availability of raw materials and above all due to force majeure circumstances. In view of the above DCL does not bind itself for making good any loss / losses that may have to be incurred by you.

4. The Management of Durgapur Chemicals Limited through its authorized representative reserves the rights to make any alteration in omission from addition to or substitution for the original description of scope of work that may appear to be necessary or advisable during the tenure of contract and you shall be bound to carry out the work in accordance with any instructions which may be given to you by the authorized representative. And if the altered, additional or substituted work including any class of work for which no rate has been specified in the contract then such class of work shall be carried out at the rate to be negotiated with you by authorized representative of Mechanical department and accounts department and finally approved by competent authority of Durgapur Chemicals Limited.

5. The Contractor must have the P.F. Registration No., ESI Registration No. and Labour license and the copy of the said Registration and License should be submitted for verification. The Contractor should maintain all Registers and Documents as required by the statute as per present and future.

6. You should well conversant with statutory laws in respect of contract labour (regulation & abolitions) act 1970.

7. You should well conversant with provisions of minimum wages act 1948 and Indian factories act 1948.

8. No female labor should be detained in the night shift and that no labor below age of eighteen should be engaged by you for the work of Durgapur Chemicals Limited. List of employees should be submitted to the Mechanical department for obtaining monthly gate passes from the security department, a copy of such list also be handed over to Mechanical department.

9. No price escalation will be entertained during the tenure of contract under any circumstances what so ever.

10. You have to abide by statutory laws and other laws as may be prevalent in the factory.

11. You should have to arrange for the accommodation of their staff and supervisors and no accommodation what so ever will be provided Durgapur Chemicals Limited. Similarly transportation of staff from their residence to work site and back will also be the responsibility of you.

12. Durgapur Chemicals Limited has no liability in case of any fatal / non fatal accidents and you should have to provide for adequate compensation to the victim(s) as per rules. Durgapur Chemicals Limited has no liability and accident caused for the negligence of you.

13. It should be noted that it is not possible to lay down the scope of work in details of the job to be carried out. Therefore the scope of work is intended to give an indication of nature and volume of work involved but it is not conclusive and comprehensive. Any work as may be required and incidental to it whether specifically prescribed or not in scope of work will be deemed to be part of scope of services to be rendered by you and will be undertaken by you without any additional cost.

14. Bill shall be submitted by you each month on or before the date fixed by Durgapur Chemicals Limited for the work executed in the previous month. You shall submit all bills in printed forms.

15. You shall be responsible for all and shall take proper care in respect of all machineries, tools and implements as may be made over by Durgapur Chemicals Limited to you for use in execution of work and shall be liable for any loss or any damages caused to the said machineries under this contract and tools and implements by any reason what so ever during the period the same are in possession of you and shall on demand pay to Durgapur Chemicals limited such amount as may be fixed by Durgapur Chemicals Limited for such loss or damages, the decision of Durgapur Chemicals Limited in that respect is final. Should you fail or neglect to pay such amount on demand, Durgapur Chemicals Limited shall have the right and be entitled in addition to other rights and remedies available to it, to deduct such amount from the amount of security deposit by you or any amount remaining payable to you under this contract or otherwise for any work by you.

16. Durgapur Chemicals Limited reserves the right to terminate the entire contract with one month notice within contract period.

17. Your workmen may be utilized in some other plants/site of DCL as and when required.

18. All Safety materials like Hand gloves, Duster, Gumboot, Goggles, etc. are to be provided by the Contractor to its workmen as per The Factories' Act 1948.

19. Your EMD will be kept as security deposit and will be released after successful completion of job.

20. The tenderer shall have to produce attested copies of income tax clearance certificate with the tender and original of the same shall be produced before the tender committee for final inspection.

21. The tenderer may visit the plant earlier before prebid meeting to understand the scope of work properly. The tentative date of visit will be 02/03/2017 to 09/03/2017 from 10 AM to 12 Noon. To take appointment tenderer are requested to contact to- **Mr. M.K.Laha (Security Officer)- 9933381212**

VALUE of CONTRACT: Total financial involvement will be for one year (12 months, for the financial year, 2017 to 2018) + service tax as per company's rule.

21. PENALTY CLAUSES :

Penalty will be imposed in the following situations;

- 1) Damage of any equipment/machinery by your person/labors.
- 2) Delay in production due to labour oriented problems.
- 3) Improper Housekeeping of the whole plant.
- 4) Mal operation of unit.
- 5) In case of less manpower/labor deployment on daily basis.

22. VALUE of CONTRACT: Total financial involvement will be for one year (12 months, for the financial year 2017 to 2018) + service tax as per company's rule.+ tools & tackles on actual basis.

23. PAYMENT:

1. Certified bills to be submitted along with two copies of the bill to the HOD (A & T) within 10th of the every month.
2. Payment will be done on month basis including the service tax after completion of job for the month. The Xerox copy of the daily attendance card of contract labour to be submitted along with the bill to AM (Mechanical).
3. The Contractor has to disburse wages to the labour within 5th of the every month.
4. Copies of the PF & ESI challan"s for the previous month must be attached along with the bills & other relevant documents.
5. Deduction may be made if any , from your bill as per the non fulfillment of the workorder.
6. Contractor should provide minimum wages to the labour as per Govt rule.

24. To be submitted by the tenderer:

(i) Credential: Credential towards the similar type of jobs is essential during the last 2-3 years in Govt. Companies.

(ii) Evaluation & Submission: Price bid of the techno commercially qualified bidders will be opened after evaluation of the Techno commercial bids, subject to physical submission of EMD.

(iii)Acceptance: The **lowest offer of individual items** will be accepted among those techno commercially qualified bids.

(iv) Paying Authority : HOD (A & T), Durgapur Chemicals Limited, Durgapur-713215. West Bengal.

(v) 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.
- (IV) Ten percent (10%) of the Contract value must be submitted as Security Deposit to the DCL after getting the Work Order from DCL.

(vii) Validity of Offers: Tenders shall remain open for acceptance for 15 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.

(viii) 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.

(ix) 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.

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:** Rs. 30000/- (EMD) & Rs. 1000/- (tender fee).

Financial Packet: The price should be quoted in the BOQ format which should be downloaded from the website. The filled in BOQ should be uploaded in the Financial Packet.

Non Statutory/ My Document/ Other Important Documents:

- (i) **Certificates:** PAN Card, Vat/CST/ST Registration Certificate, P tax Certificate and Last 3 years IT Return, PF, ESI certificates and other relevant certificates, if any.
- (ii) **Company Details:** Valid Trade License and Partnership deed/Memorandum if any.

AM (Mechanical)
Durgapur Chemicals Limited