

TENDER FEES: Rs.1000/-

**TENDER FOR
DESIGN, ENGINEERING ERECTION AND
COMMISSIONING OF “AIR SCREW
COMPRESSOR”.**



DURGAPUR CHEMICALS LIMITED
DURGAPUR-713215
DIST.-BURDWAN WEST BENGAL
AN ISO 9001:2008 & ISO 14001:2004 CERTIFIED COMPANY

DURGAPUR CHEMICALS LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)
P.O. DURGAPUR-713215, DIST. BURDWAN
AN ISO 9001-2008 & 14000-2004 CERTIFIED COMPANY

Works : Durgapur-15
Dist.Burdwan(W.B.)

Phone No. (0343) 2556763
Fax No. (0343) 2556667

E-mail: dclgppurchase@rediffmail.com

TENDER NOTICE NO. : DCL/PUR/SC/15-16/02 dated 22/05/2015

TENDER FOR : Design, Engineering, Installation and Commissioning of "Air Screw Compressor".

TENDER ISSUED TO :

TENDER DOCUMENTS ISSUED

Sig. of Issuing Assistant
Durgapur Chemicals Ltd.

Sig. of Issuing Officer
Durgapur Chemicals Ltd



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TENDER FOR : Design, Engineering, Installation and Commissioning of "AIR Screw Compressor".

Each page of Tender documents should be signed and stamped by the Tenderer as a token of their acceptance of the terms and conditions and should be submitted along with TECHNO COMMERCIAL BID within due date & time.

TENDER SHOULD BE SUBMITTED AT ABOVE ADDRESS

(Tenders are due for submission by 04.06.2015 within 15.00Hrs)

Ref. No. _____

Dated : ____

To
The In Charge P & S
Purchase Department
Durgapur Chemicals Ltd.,
Durgapur – 713215

Sub: Tender for Design, Engineering, Erection and Commissioning of “**AIR Screw Compressor**”.

Ref : Tender Notice No. DCL/PUR/15-16/SC/01 dated

Dear Sir,

With reference to your above Tender Notice No., we/I hereby submit our/my tender/price bid as enclosed Annexure-A in a separate sealed envelope.

The terms and conditions as mentioned in the tender documents are acceptable to me, one copy each of your terms & conditions in Part-I and Part-II duly signed on each page with company's seal is enclosed. The Declaration Form in Annexure-B is enclosed.

Our/my Permanent Account No.(PAN No.) is_____.

A Copy of our/my Service Tax registration no. (latest) is _

Our/my Sales Tax / VAT Registration No. is_____

A certified copy of Partnership deed is enclosed herewith (to be submitted by partnership firm only)

We/I certify that information given by us/me in the tender document is correct and if at any stage the same are found to be incorrect, the contract is liable to be terminated/rescinded and action may be taken against us/me by the company for any damage.

We/I are/am duly authorized/empowered to sign all the tender documents on behalf of our company/firm.

A. Name of the Tenderer : _____

B. Full Postal Address: _____

C. Fax No. _____

E mail ID. _____

D. Phone No. :

Office. _____

Res: _____

Mob: _____

Yours faithfully,

(Signature of Tenderer with Company's seal)

WITNESS :-

(1)

(2)

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PART-I

INSTRUCTION TO TENDERER

GENERAL

- (a) The tender must be submitted to In Charge P & S, Purchase Department, DURGAPUR CHEMICALS LTD., DURGAPUR-713215, DIST. BURDWAN (W.B.).
- (b) Tender Fees of Rs 1000/- only to be submitted in the form of DD/Pay Order drawn in favour of Durgapur Chemicals Limited payable at Durgapur (W.B). The DD/PO towards tender fee to be submitted in a separate envelope super scribed with the word "**Tender Fee**".
- (c) Any offer made in response to this tender, when accepted by Durgapur Chemicals Ltd. will constitute a contract between two parties.

Submission of Tender

(a) Every tender shall be filled up in English only. No over writing is allowed in the tender bid. All corrections and alterations should be duly attested by the tenderer. The Tenderer should be a Company/firm/manufacturer registered in India engaged in Designing, Engineering, erection and commissioning of "**Air Screw Compressor**" and should have the experience to install at least the desired capacity.

(b) The Tendered job is divided in three parts-

- i. Detailed design and engineering of Air Screw Compressor.
- ii. Erection of the Air Screw Compressor
- iii. Commissioning of the Air Screw Compressor

(c) Tenderer should submit the Tender for the total job.

(d) Tender (Techno commercial + Price bid) should be submitted in a sealed envelope in a manner prescribed below.

(i) All techno commercial details along with EMD shall be sent in a separate sealed cover Super scribing as "TECHNO COMMERCIAL BID". One copy of each of our terms & conditions in Part-I and Part-II including Annexure-B, C & D duly signed on each page shall also be sent along with "TECHNO-COMMERCIAL BID".

(ii) The price bid should be furnished as per prescribed FORMAT (i.e. ANNEXURE- A) and shall be sent in a separate sealed cover super scribing as "PRICE BID".

(iii) The tender fee to be submitted in a separate envelope super scribed with the word "Tender Fee"

(iv) Both "Techno Commercial Bid " , "Price Bid" & "Tender Fee" should be put together in another sealed envelope marked.

Tender for: **"Design, Engineering, Erection and Commissioning of Air Screw Compressor"**

Tender Notice No. : DCL/PUR/15-16/SC/02 dated 22/05/2015

Last date of tender submission: 04.06.2015 till 15.00 Hrs

Date & Time of opening Tender: **22.05.2015 at 15.00 Hrs**

Techno commercial Bid shall be opened on due date of opening. Price Bid of only successful Bidders (qualified in techno- commercial stage) shall be opened on a later date with due intimation to be send to the successful bidders.

(e)

I. In the event of the tender being submitted by a partnership firm it must be signed separately by each partner thereof and in the event of absence of any partner it must be signed on his behalf by his/her partner holding the Power of Attorney authorizing him/her to do so.

II. Tenderer should submit their organizational set up (Technical and manufacturing design and quality control abilities).

III. Tenderer shall submit list of client served (private/public sector) and the list of the supplies successfully executed in the last three years along with value of supply, erection and commissioning within schedule completion date and actual completion date.

IV. The Tender should be duly signed and complete in all respect shall be sent along with Earnest Money Deposit with a covering letter.

V. Tenderer shall not be entitled to claim any cost, charge or incidental expenses for or in connection with the preparation and submission of the tenders even if the "INVITATION OF TENDER" is withdrawn or rejected.

VI. The tenderer(s) who have credential of Design, Engineering, Erection and Commissioning of "Air Screw Compressor", during the last three years shall be preferred.

3.0 Receipt & Opening of Tenders

Tenders will be received upto **15.00 hrs. till 04.06.2015** and the Techno Commercial Bid shall be opened at **15.00 hours on 05.06.2015** in the office of In Charge Purchase in the presence of those tenderers who may choose to be present. Price Bid of only successful Bidders (qualified in techno- commercial stage) shall be opened on a later date with due intimation to the successful bidders.

The representative will have to establish their identity to the satisfaction of the company by producing introductory letter. Otherwise they will not be allowed to be present in the tender opening session.

Price bid of qualified bidders will be opened at later date which will be intimated to the qualified bidders by email.

For any clarification please contact at **09933475988** or mail to: dclgdppurchase@rediffmail.com

4.0 **Clear Understanding:**

When a tenderer submits his/her tender in response to the Tender Notice, he/she will be deemed to have understood fully about the requirement, terms & conditions. Company will not accept any liability on the pretext that the tenderer did not have a clear idea of any particular point.

5.0 **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 tendered rate will be allowed during the validity of the tender or extended period of validity.

6.0 **Reference list**

(a) The tenderer should submit along with offers reference list in support of having executed similar nature of job to other Govt. Organization/ reputed private sector. (Xerox copies of testimonials to this effect should be furnished).

(b) The tenderer should submit along with the tender the list of unexecuted orders in hand if any for same/similar items and period by which supplies are proposed to be made.

7.0 **Awards of Contract**

(a) The Company reserves the right. :-

To accept at its sole and un-fettered discretion, any tender for whole or part or to reject any or all tenders without assigning any reason thereof.

(b) Tenderers are advised to quote their most competitive and lowest rate. However the Company reserves the right as special case to consider any tender solely at its discretion.

(c) The company does not bind itself to accept the lowest tender or assign any reason for non- acceptance of the same.

(d) The purchase order resulting from this tender and any amendments to be issued subsequently with its terms and conditions and stipulations constitute the entire agreement relating to the tender between the successful tenderer and the company and both parties are bound by terms and conditions.

(e) The Company shall mean DURGAPUR CHEMICALS LTD. (DCL) and shall include the Administrative & Executive Officers at its Registered Office at Kolkata as well as its Plant at Durgapur who are authorized to deal with all matters relating to the contract on its behalf.



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PART-II
INSTRUCTION TO TENDERER

(1) PRICE :

- (i) Price is to be quoted on FOR- Durgapur Chemicals Limited basis.
- (ii) Cost of packing, forwarding, charges are to be borne by the party should be quoted separately.
- (iii) Prices quoted should be firm and there shall be no variation of the same during period of contract unless specifically agreed to and provided in the contract.
- (iv) The quoted price should be inclusive of all cost. There should be clear breakup of each items. No additional charges would be paid.
- (v) Detail cost –break up should be furnished in Annexure “A” (Price Bid) Any cost element in addition to those mentioned in Price Bid should be shown separately.
- (vi) In Case of the erection charges it should be clearly mentioned in the Price Bid separately.

(2) SALES TAX/VAT : As Applicable

(3) EXCISE DUTY.: As Applicable

(4) PACKING & FORWARDING : Materials should be packed with good condition which is to be delivered to the DCL store.

(5) DELIVERY: Materials should be delivered within 60 days from the date of purchase order.

6) EARNEST MONEY DEPOSIT

a) All tenderers have to furnish **Earnest Money Deposit-** of Rs. 25000/- (**Twenty five thousand**) only. by the way of Bank Draft in favour of Durgapur Chemicals Ltd. payable at any Nationalized Bank, Durgapur.

The tender received without Earnest Money deposit will be rejected.

b) Earnest Money will be forfeited if the rates are revised/modified during the validity of period of Purchase Order or extended period or the order is not executed after acceptance.

c) If any tenderer backs out after the company has accepted his/her tender, it will be considered as default and the Earnest Money Deposit will be forfeited by the company (DCL) by informing the supplier as having done so.

(d) The Earnest Money Deposit shall liable to be forfeited if the contract is not executed after acceptance of the offer by the tenderer.

e) Earnest money deposit will be refunded to the unsuccessful tenderers as early as possible after the tender is finalized.

f) Earnest Money deposit will not bear any interest.

(7) FORCE MAJEURE: In the event of causes of Force Majeure, occurring within the agreed terms, the delivery date can be extended by the Co. (DCL) on receipt of application from the vendor without imposition of penalty. Only those causes which depend on natural calamities, civil wars and national strikes which have a duration of more than seven consecutive calendar days, causes like strike/lockout at vendor's works for more than ten consecutive days and Government Acts such as major power cuts for a consecutive minimum period of 30 days and other direct legislative enforcement are considered the causes of Force Majeure. The vendor must intimate the Co. (DCL) by a registered letter immediately duly certified by local Chamber of Commerce or statutory authorities the cause of delay immediately, but in no case not later than 10 days from the beginning and end of such cause of Force Majeure as defined above.

If the Co (DCL) is not in a position to receive the goods as per the terms of delivery due to any one of the following reasons, the company reserves the right to suspend normal supply until the position returns to normalcy or even to terminate the contract if it is beyond its control to accept supplies.

“Strike, Lock-out, accumulation of stocks or non-availability of storage space or any other natural calamities which affect the production in the factory or any major set back in the Plant operation.”

(8) Payment terms:

20 % payment shall be released against equivalent amount of bank guarantee to be issued from any nationalized bank.

70% payments shall be released against received and acceptance of materials at our store.

10 % should be retained till completion of warrantee period.

(9) Warrantee/ Guarantee: 18 months from the date of supply or 12 months from the date of commission, whichever is earlier.

(10) Test Certificates & Test Run: The manufacturer should submit test certificate along with the compressor.

(11) Penalty: delivery schedule it is to be strictly adhered to penalty should levied be ½% of the order value per week or per there off subject to maximum 10% of the order value.

(12) Installation and commissioning:

Manufacturer should be commissioned done by the party and entire installation and commissioning with entire satisfaction of GM (W)/DCL. The compressor should be tested at least for the 72 running hours in presence of DCL officials.

(13) Invoicing:

Advance payments would be remitted against Proforma Invoice. The supplier should submit Proforma Invoices accordingly well in advance for processing the necessary payment. Final Invoice in triplicate (original plus 2 copies). sent to - The In Charge P & S/Purchase Deptt. Durgapur Chemicals Limited, Durgapur – 713215, West Bengal.

(14) MEMBERS OF THE COMPANY NOT INDIVIDUALLY LIABLE:

No Director or Official or Employee of the company shall in any way be bound or liable personally for the acts or obligations of the company under the contract or answerable for any default or commission in the observance or performance of any of the acts matters or things which are herein contained.

(15) COMPANY NOT BOUND BY PERSONAL REPRESENTATIONS:

The supplier shall not be entitled to any increase in the rates or any other right or claim for whatsoever reason of any representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given by any employee of the company in his personal capacity.

(16) Consignee: In Charge (Stores & Purchase), Durgapur Chemicals Limited, Durgapur-713215, West Bengal.

(17) Paying Authority: Accounts Officer, Durgapur Chemicals Limited, Durgapur-713215, West Bengal.

(18) Arbitration:

In the event of any dispute or any difference arisen in respect of the meaning and scope, terms & 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 to and be incorporated in this contract.

(19) Jurisdiction: Courts at Durgapur (West Bengal) alone shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with contract.

(20) Notice: Any Notice hereunder may be served on the Supplier by Registered Post/E-mail at his last known address. Proof of issue of any such notice should be conclusive of the Supplier having been duly informed.

(21) Changes/Modifications:

The Co.(DCL) has the option at any time to make changes in quantities ordered or in specification.

(22) Amendment of Contract:

Any Amendment to this contract shall be made in writing by both parties hereto and specifically state to be an amendment to the contract.

ANNEXURE-"A"**TENDER NOTICE NO.**

Design, Engineering, Erection and Commissioning of Air Screw Compressor".

PRICE BID PROFORMA

| <u>COST ELEMENT</u> | <u>PRICE(RS)</u> |
|----------------------------------|-------------------------|
| 1.0 BASIC PRICE | |
| 2.0 Packing, forwarding, charges | |
| 3.0 ED | |
| 4.0 CST/VAT | |
| 5.0 Transportation. | |
| 6.0 Commissioning / Erection | |
| 7.0 Service tax | |
| 8.0 Others (If any) | |
| | |

Total Price FOR, DCL stores, Rs. _____

Signature of Tenderer with Tenderer's Seal

ANNEXURE – “B”**PARTICULAR OF EXPERIENCE FOR SUPPLY OF SIMILAR MATERIAL**

| Name of the customers including Govt. Public Sector undertakings and other Chemical Plants, particularly of contract entered into with them including the current contract. | Year of Supply / Execution. | Value of the Contract. |
|---|-----------------------------|------------------------|
| | | |

Signature of the Tender Name & Full Address with Tenderer' s Seal

ANNEXURE-C

Type of Air Compressor: Screw Compressor, Eco-friendly type.

Capacity:

- (A) Capacity FAD : 570 cfm min. at 7.5 bar
- (B) Normal working pressure : 7.5 bar
- (C) Maximum working pressure : 8 bar
- (D) Motor Capacity : 3 phase, 90 KW motor.

You are requested to submit the entire spare list along with price list of the spares.

Signature of the Tender Name & Full Address with Tenderer's Seal

ANNEXURE-D

DETAILS OF PARTICULARS TO BE CONFIRMED / FURNISHED BY THE TENDERERS ALONGWITH THEIR OFFER.

| <u>Sl.No.</u> | <u>Particulars</u> | <u>Tenderer`s Confirmation</u> |
|---------------|---|--------------------------------|
| 1. | Status (manufacturer/Trader). | : |
| 2. | Please indicate type of similar jobs handled. | : |
| 3. | We agree to submit Security Deposit as per tender document (Yes/NO) | : |
| 4. | Permanent Account Tax (PAN) No. | : |
| 5. | Latest Income Tax Clearance Certificate. | : |
| 6. | Sales Tax / VAT Registration No. | : |
| a) | Central Sales Tax No. | : |
| b) | State Sales Tax No. / VAT | : |
| 7. | Sales Tax Clearance Certificate valid Upto (to be supported with Sales tax Clearance certificate) | : |
| 8. | Corporate status of manufacturer : | : |
| a) | Proprietorship Firm | : |
| b) | Partnership Firm. | : |
| c) | Private Limited Company. | : |
| d) | Public Limited Company. | : |
| e) | Government Undertaking (Please specify Whether Central Govt. Undertaking/State Govt.undertaking). | : |
| 9. | Turnover of our Company in the last 3 (three) Financial year. | : |

Contd....

| | | |
|-----|--|---|
| 10. | Number of employees (Including managerial staff & chief executive) | : |
| 11. | Office address with Telephone Nos./ Fax No. / E-mail No. | : |
| 12. | Covered area of our Office is approximately | : |
| 13. | Our activities as a manufacturer (specify in brief) | : |
| 14. | Organizational structure of our company (write in brief) | : |
| 15. | We have full laboratory/testing Facilities. | : |
| 16. | We have executed same/similar supply as tender for (please specify) | : |
| 17. | We have executed same/similar supply as Tender for/to Govt.organisation/ Govt. undertaking during the last three 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 to be supported with credentials). | : |
| 18. | We certify that we have not been debarred from tendering for any contract in any of Central/State Govt. Undertaking or Local Authority. | : |
| 19. | We submitted Earnest Money Deposit By Demand Draft. | : |
| 20. | Our price will remain firm till Completion of the job. | : |
| 21. | Our offer will remain valid for 90 (Ninety) days from the date of opening of offers, Part-I (A & B). | : |
| 22. | We agree to your standard terms of payment as mentioned in the tender document. | : |
| 23. | We agree to accept Guarantee clause | : |
| 24. | We agree to submit performance guarantee to the extent of 10% of P.O. value in the form of Bank Guarantee.. | : |
| 25. | We agree to accept all the terms and Conditions as appearing in your tender Documents. | : |
| 26. | Our scope of supply include | : |

Contd....

| | | |
|-----|--|---|
| 27. | Exclusions from the scope of our supply. | : |
| 28. | Guarantee offered by us. | : |
| 29. | We have submitted our price bid exactly as per Annexure- A of your Tender document | : |
| 30. | We have submitted our price bid under separate sealed envelope. | : |
| 31. | We submitted a copy of your tender document duly signed and stamped on all pages. | : |
| 32. | We hereby certify that the information Given by us/me herein above are Correct. | : |

Signature.

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

Name of Tenderer:

Company Seal:

***Please furnish the followings:**

* For Limited company –

- (i) List of Directors with their occupations
- (ii) Articles of memorandum
- (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 “Your” shall mean Durgapur Chemicals Limited.

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