

**TENDER DOCUMENT
FOR
ANNUAL CONTRACT FOR
e-TENDERING**



**PUNJAB ALKALIES & CHEMICALS
LIMITED**

SCO 125-127, SECTOR 17-B,

CHANDIGARH-160 017

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DISCLAIMER

1. This Tender document is not an agreement or offer by the Punjab Alkalies & Chemicals Limited to the prospective Bidders or any other party. The purpose of this Tender document is to provide interested parties with information to assist in the formulation of their Bid.
2. While this Tender document has been prepared in good faith, neither the Punjab Alkalies & Chemicals Limited nor its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this Tender document.
3. Neither the Punjab Alkalies & Chemicals Limited, its employees will have any liability to any Bidder nor any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender document, any matter deemed to form part of this Tender document, the information supplied by or on behalf of Procurer/ Authorized Representative or its employees, or otherwise arising in any way from the selection process for the said supply of power.

1.1 **INTRODUCTION**

PUNJAB ALKALIES & CHEMICALS LIMITED (“PACL” or “the Company”) is a Public Limited Company formed under the Companies Act, 1956. It was promoted by the Punjab State Industrial Development Corporation Limited (PSIDC), a wholly owned Punjab Government Company. The Company’s registered office is located at Chandigarh.

PACL is one of the largest manufacturers of Caustic Soda (NaOH) in the Northern part of India with an installed capacity of 99000 Tons Per Annum (TPA). The Company is engaged in the manufacture and sale of Caustic Soda Lye, Liquid Chlorine, Hydrochloric Acid, Sodium Hypochlorite and Hydrogen Gas. The Company’s plant is located at Naya Nangal, District Ropar, Punjab.

PACL has two manufacturing units viz. Unit-I & II, both located at Nangal-Una Road, Naya Nangal, District, Ropar, Punjab. Both the Units are engaged in manufacture of Caustic Soda, Liquid Chlorine, Hydrochloric Acid and other products such as Sodium Hypochlorite and Hydrogen. Unit-I & II have a capacity of 100 TPD and 200 TPD respectively.

Job Description and Scope of work

PACL has decided to go for e-Tendering to bring about transparency in the purchase process. To handle the e_ Tendering process we wish to hire services of an agency having experience of similar line with proven track record. For this, the service provider involved in e-tendering will provide suitable application interface / portal access to PACL with all the support right from uploading of the Tender (Tender creation) to opening of the Tender. The system should have multiple level securities to ensure that the data remains secure and confidential. Helpline support for the bidders as well as for PACL should be there.

SCOPE OF WORK

Broadly, the scope of work shall be as under:-

- Hosting Notice Inviting tenders & uploading of tender document.
- Online registration of Vendors and sale of Tender Document.
- Training to PACL employees and vendors
- Online Tender Management (submission, opening etc)
- Generation of Comparative Statement for Technical and Financial Bids.
- Short listing of bidders.
- All the data related to the tenders should be available for PACL and it should be downloadable in excel format.
- Data compatibility with our ERP is desirable
- Ensure 99% uptime for the portal.

1.3 **QUALIFYING REQUIREMENT OF BIDDERS:**

- Bidder should be active in e-tendering portal business for at least three financial years. (Audited Balance Sheet to be submitted).
- Submit three reference Customers for similar scope of work (Copy of Purchase orders, with contact person to be submitted).
- Minimum 10 live customer installations on the proposed application. (Self attestation along with documentation).
- Bidder should provide single window end to end solution i.e. Hardware(Servers) and related System Software, Application Software, configuration & implementation of e-Tendering, Training, Support etc. (Self attestation along with documentation to be submitted by the bidder).
- Bidder should have presence of some local support channel in Chandigarh, Mohali or Panchkula. (Name of office or partner name and copy of MOU signed with local partner).

The above stated requirements are minimum possible and should be qualified. However, PACL reserve the right to ask for any additional information and also reserves the right to reject the proposal of any bidder, if in the opinion of PACL, the qualification data provided by the bidder is not complete/ satisfying or the bidder is not qualified.

Notwithstanding anything stated above, PACL reserves the right to assess bidder's capability and capacity to perform the work and may relax the qualifying requirement in overall interest of PACL.

1.4 VALIDITY OF CONTRACT:

The contract for the e-tendering service shall be valid for a period of one year from date of Work Order.

1.5 TERMS OF PAYMENT:

Payment will be release within 30 days of submission of monthly bills.

1.6 BID DOCUMENTS & SUBMISSION OF BIDS:

Bids shall be received at PACL, Chandigarh Office in the following manner:

The bid shall be submitted in two parts in two separate sealed Envelopes named as below:

Envelope-1: Shall contain Technical Bid complete in all respect including qualifying data for qualifying works, Technical proposal and commercial terms and conditions with caption "**Technical Bid**"

Envelope-2: Shall contain Price Bid and marked "**Price Bid**"

Both the Envelopes 1 & 2 should be put in the third envelope with caption "**Separate sealed Envelopes of Technical Bid and Price BID**"

The outside of the all the envelopes should also indicate clearly the name of bidder and address.

The bid document complete in all respects should reach in the office of PACL at the address given below before the closing time for submission of bids at the following address on or before the last date of submission:

EXECUTIVE DIRECTOR (MATERIALS & FINANCE)
PUNJAB ALKALIES & CHEMICALS LIMITED,
SCO 125-127, SECTOR 17-B,
CHANDIGARH - 160 017

The bidders have the option of sending the bid by registered post/speed post/courier or submitting the bid in person, so as to ensure that the bids are received at the above address of the Company, by the date and time indicated in the tender documents. Bids submitted by Fax/ telegram/email will not be accepted.

The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Bid should also be written in English language only. The original Bid and the supporting materials, which are not written in English, will not be considered by PACL.

The Financial Bid shall not be opened in the presence of the bidders. The Evaluation of bids and selection of bidder shall be done by PACL as per the criteria laid down in the Materials Manual of the Company and PACL shall not be under obligation to share the same with the bidders or their local partners.

1.7 LAST DATE FOR SUBMISSION OF BID

Bidders after visiting PACL's Site should submit their bid latest by 12.01.2018 up to 1700 hours IST at the specified address in the manner as mentioned in the tender documents.

1.8 VALIDITY OF BID

Bid shall be valid for a period of 90 days from the last date of submission of bid. In exceptional circumstances, PACL may request Bidders to extend the Validity Period of the bid for a specified additional period, which shall not exceed 180 days. The request and the responses thereto shall be made in writing by post or email.

1.9 OTHER TERMS AND CONDITIONS:

- a) GST as applicable will be paid extra.
- b) Income tax as applicable will be deducted at source.

1.10 ARBITRATION

In all cases of dispute or disagreement between the parties hereto as to any matter arising out of or relating to this Purchase Order/Work Order whether such dispute or disagreement shall arise during the continuance of this Purchase Order/ Work

Order regarding interpretation of this Purchase Order/ Work Order or any clause or clauses thereof or upon or after the termination hereof and provided no understanding between the parties can be reached for the settlement of the difference such dispute or difference shall be referred to the sole arbitration of the Managing Director of Punjab Alkalies & Chemicals Limited or any other officer appointed by him on his behalf, in accordance with the provisions of Arbitration and Conciliation Act 1996 or any Statutory modifications or substitute thereof and all the provisions of that Act, so far as are applicable or of any of them for the time being in force shall apply to every reference hereunder.

The award given by such Arbitrator shall be final, conclusive and binding upon the parties to this Purchase Order/Work Order. The Arbitrator may from time to time, with the consent of parties, enlarge the time for making or publishing the award. The arbitration proceedings shall be held at Chandigarh.

Notwithstanding any pending reference to arbitration both parties shall precede with the execution of their commitments, under the Work Order until the arbitration award is known unless the question of such continuance is a subject matter of such proceedings.

1.11 LAW & ITS JURISDICTION

You shall be governed by the laws of Government of India in force from time to time and shall be deemed to have been concluded in the Union Territory of Chandigarh. All suits and proceedings shall be subject to jurisdiction of the courts at Chandigarh only.

1.12 JURISDICTION

All disputes whatsoever that may arise between parties out or in connection with this contract shall always be deemed to have arisen in Chandigarh and only Chandigarh Court will have jurisdiction of entertain them.
