

**CONTAINER CORPORATION OF INDIA LTD.
TENDER NOTICE**

Tender Ref.No. : CON/NWR/Tenders-II(a)/KHDB/AC/48/2010

CONCOR invites sealed tenders for procurement of 01(One) Diesel Driven Screw Air Compressor of 350 CFM capacity of AIR Receiver for C&W facility at Khodiyar Terminal.

Estimated Cost of Contract	Rs.17 Lakhs
Cost of Tender Document	Rs.525/- (including 5% VAT)
Earnest Money	Rs.34,000/-by Demand Draft in favour of Container Corporation of India Ltd, payable at Ahmedabad
Date of Sale of Tender	From: 04.08.2010 To 31.08.2010 from 10:00 to 18:00 hours on working days
Date of Tender Submission	01.09.2010 up to 15:00 hrs
Date of Tender Opening	01.09.2010 at 15:30 hrs

Tenders forms can be downloaded from our web site- [www. concorindia.com](http://www.concorindia.com): for more details please contact: O/o The Chief General Manager, B-301, SAKAR-VII, Nehru Bridge Corner, Ashram Road, Ahmedabad – 380009. Tel: 079-40273333.

OPEN TENDER

**FOR SUPPLY OF 01 (ONE) No.
DIESEL DRIVEN SCREW AIR COMPRESSOR
OF 350 CFM CAPACITY
OF AIR RECEIVER**

**FOR USE AT
DOMESTIC CONTAINER TERMINAL,
KHODIYAR, AHMEDABAD**

CONTAINER CORPORATION OF INDIA LTD.
(A Government of India Undertaking)

Tender Value: 17 Lakhs

Tender Form Price:525/- (Including VAT@5%)

Tender Ref: CON/NWR/Tenders-II(a)/KHDB/AC/48/2010

Regional Office

*B-301, SAKAR – VII,
Nehru Bridge Corner, Ashram Road,
Ahmedabad - 380009
Tel. No. 079-40273333
Fax No.079-40273334*

(Tender Form is Non Transferable)

CONTENTS

<u>SECTION</u>	<u>PARTICULARS</u>	<u>PAGE NO.</u>
Section - I	INVITATION FOR BIDS	3-4
Section – II	INSTRUCTIONS TO THE BIDDERS	5-9
Section – III	GENERAL CONDITIONS OF CONTRACT	10-14
Section – IV	SPECIAL CONDITIONS OF CONTRACT	15-16
Section – V	TECHNICAL SPECIFICATION OF DIESEL DRIVEN SCREW AIR COMPRESSOR OF 350 CFM CAPACITY OF AIR RECEIVER & SCOPE OF WORK	17-21
Section – VI	BID FORM & PRICE SCHEDULE	22
Section – VII	BID SECURITY FORM	23
Section – VIII	CONTRACT FORM	24
Section – IX	PROFORMA FOR PERFORMANCE SECURITY	25
Section – X	SCHEDULE OF EXPERIENCE	26
Section -- XI	UNDERTAKING TO BE GIVEN BY THE BIDDERS DOWN LOADING TENDER DOCUMENT FROM CONCOR'S WEBSITE ON THE LETTER HEAD OF THE BIDDER.	27

SECTION -I
INVITATION FOR BIDS

Date of issue:

Tender No. CON/NWR/Tenders-II(a)/KHDB/AC/48/2010

1. Container Corporation of India Limited invites sealed bids for supply of 01 (One) No. Diesel Driven Screw Air Compressor of 350 CFM Capacity of Air Receiver for use at Domestic Container Depot, Khodiyar, Ahmedabad. Technical Specification given in Section-V.

2. Details of Bid :
Tender No. CON/NWR/Tenders-II(a)/KHDB/AC/48/2010

- a) Bid reference :
- b) Last date and time of receipt of bid : 01.09.2010 UP TO 15.00 HRS.
- c) Date & Time for opening of the bid : 01.09.2010 AT 15.30 HRS.
- d) Place of opening of bid : Container Corporation of India Ltd.
B-301, SAKAR – VII,
Nehru Bridge Corner
Ashram Road, Ahmedabad - 380009
- e) Address for Communication : Container Corporation of India Ltd.
B-301, SAKAR – VII,
Nehru Bridge Corner
Ashram Road, Ahmedabad - 380009

3. **Bidding procedure**

1. Bids are required to be submitted in two separate sealed envelopes. The first sealed envelope should contain all the documents listed below in Para 1, SECTION-II . This envelope should be clearly superscribed as: **“Pre-qualification Bid for supply of 01 (One) No. Diesel Driven Screw Air Compressor of 350 CFM Capacity of Air Receiver for use at Domestic Container Depot, Khodiyar, Ahmedabad”**.
2. The second sealed envelope should contain only duly filled & signed **“Schedule of Rates”** in format given in Section-VI. Each page of the **“Schedule of Rates”** should be signed by authorized person of the company/firm. This envelope should be clearly superscribed as **“Financial Bid for supply of 01 (One) No. Diesel Driven Screw Air Compressor of 350 CFM Capacity of Air Receiver for use at Domestic Container Depot, Khodiyar, Ahmedabad”**.
3. Both the sealed envelopes should thereafter be sealed in one envelope and superscribed as **“Tender bids for supply of 01 (One) No. Diesel Driven Screw Air Compressor of 350 CFM Capacity of Air Receiver for use at Domestic Container Depot, Khodiyar, Ahmedabad”**.

4. The said envelope, duly sealed, should be deposited in the sealed box kept for this purpose in the office of the Chief General Manager, Container Corporation of India Ltd., North West Region, B-301, SAKAR-VII, Near Nehru Bridge Corner, Ashram Road, Ahmedabad-380009, on or before 15:00 hrs. on 01.09.2010, or sent by mail/post to reach on or before the said date and time of the aforesaid office.
5. The bids will be taken out from the box at 15:30 hrs, on the same day/date and venue, in the presence of such tenderers as are present. Bidders may either be present in person or send their duly authorized representative to participate in the tender opening process. If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.
6. Only the envelope containing the “**Pre-Qualification Bids**”, will be opened at 15:30 hours on 01.09.2010. The Pre-Qualification Bids so received will be evaluated as per eligibility criteria laid down in the tender to determine the suitability of all tenderers. The envelopes containing the “**Financial Bids**” of only those tenderers, who qualify after consideration of the “**Pre-Qualification Bids**”, will be opened on a subsequent date and time, to be notified to the qualified tenderers only.

All bids must be delivered to the office of the Container Corporation of India Ltd, B-301, SAKAR – VII, Nehru Bridge Corner Ashram Road, Ahmedabad - 380009 Not later than 15:00 hrs on 01.09.2010 in a sealed cover and will be opened at 15.30 hrs on the same day, in the presence of the bidders’ representatives who choose to attend.

In case any deviation is found in the tender document submitted by the tenderer from the content enclosed, the tender shall to be rejected at any stage of the contract.

The tender document may be downloaded from CONCOR’s website www.concorindia.com and same may be submitted, along with the cost of tender document by way of Demand Draft in favour of ‘CONTAINER CORPORATION OF INDIA LIMITED’ payable at Ahmedabad, and an undertaking on the **Company’s letter head** as per Section-XI that “no amendments have been made in the tender document downloaded from the internet”, at the time of submission of tender document.” In case of **non-submission of cost of tender document**, the tender shall be liable for rejection.

The tenderer has to indemnify CONCOR for any losses accrued due to alteration / modification made in the terms and conditions including General Conditions of the tender.

If at any stage, change / modification are noticed in the tender document, tenderer will abide by the original terms and conditions including General Conditions of the tender, failing which, CONCOR reserves the right to reject the tender and / or terminate the contract.

**CHIEF GENERAL MANAGER
CONCOR/N.W.REGION**

SECTION - II

INSTRUCTIONS TO BIDDERS

1. **Qualification Criteria**

(a)“Minimum experience requirement: Bidders should have supplied and commissioned at least 10 Nos. of Diesel Driven Screw Air Compressor of **350 CFM** Capacity of Air Receiver during the last 3 preceding years. Proof of purchase order in the name of the bidder, relevant commissioning certificates of these Air Compressors shall be provided. In addition performance certificates from customers for at least 4 Diesel Driven Screw Air Compressors and above commissioned during the last 3 preceding years shall be provided. Complete documents in support of the above shall be furnished along with the offer.

Specifically, the following documents shall be submitted as a part of Pre-qualification criteria:

- (i) Copies of purchase order for at least and above supplied 10 (Ten) Diesel Driven Screw Air Compressors during the last 3 preceding years i.e., from 2007-08, 2008-09 and 2009-10 in the name of the bidder.
- (ii) Commissioning certificates of 06 (Six) Diesel Driven Screw Air Compressors or more during the last 3 preceding years supplied against orders referred to at (i) above.
- (iii) Performance certificates issued by customers in evidence of satisfactory performance for a period of 1 year for at least 04(Four) Diesel Driven Screw Air Compressors supplied against orders referred to at (i) above.

The above information shall be summarized in the Schedule of Experience placed at **Section X** that shall be submitted as part of the offer by the bidder.

The bidder should be a license holder for manufacture of Diesel Driven Screw Air Compressor from appropriate authority. Copy of manufacturing license and model approval shall be attached.

Bidder should have a minimum average annual turnover of **Rs.2,55,000/-** (Rupees Two lakhs fifty five thousand only) in the last three preceding financial years and as proof audited copies of Balance Sheets or profit/loss statements shall be attached with the offer.

2. **Bid Price**

Bidder shall quote for the entire package on a single responsibility basis for the goods and services it proposes to supply under the Contract.

The price schedule should include:

The price of goods & services should be quoted **ex-factory including transportation, handling, commissioning, all duties, Sales Tax and other taxes** already paid or payable.

The bidder should fulfill all the conditions laid down in Scope of Work (Section-IV) attached. Deviations from the above if any should be clearly brought out for consideration of CONCOR.

3. **Earnest Money**

The Bidder shall furnish as part of its bid, Earnest Money of **Rs.34,000/- (Rupees Thirty Four thousand only)** in the form of a bank guarantee as per Bid Security format to the amount or Bank Draft issued by nationalized/scheduled bank in favour of Container Corporation of India Ltd. , Ahmedabad. The bid security shall be valid for 30 days beyond the bid validity.

Unsuccessful bidder's Earnest Money will be discharged / returned as promptly as possible without any interest after finalization of tender.

The successful bidder's Earnest Money will be discharged upon the bidder's executing the Contract and furnishing the performance security.

The Earnest Money may be forfeited:

If a Bidder withdraws his bid during the period of bid validity specified by the purchaser.

In case of a successful bidder, if the bidder fails to furnish performance security and sign the Contract within 10 days of Letter of Acceptance.

The offers submitted without Earnest Money will be summarily rejected.

The above clause shall be applicable only with respect to Earnest Money and not with respect to the Performance Guarantee that shall have to be submitted in terms of Clause no. 2 of Section IV - Special Conditions of Contract.

4. **Period of validity of Bid**

The bid shall remain valid for 90 days after the date of bid opening. The tenderer should submit an undertaking to that effect.

5. **Submission of Bids**

All offers shall be either typewritten or written neatly in indelible ink and should be signed by the authorized signatory of the firm on all the pages of the Tender Document.

All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.

The price offer shall be in the prescribed price schedule enclosed with the tender documents as Section - VI

Bids :-

Bidders shall submit their bid in sealed envelope. The envelope should bear the name of bidder and words Tender for **“Supply of 01(One) no. Diesel Driven Screw Air Compressor of 350 CFM Capacity of Air Receiver.”** written boldly.

The Bid should consist of proof of Qualification Criteria as Clause-1 Section-II, the technical specification of Diesel Driven Screw Air Compressor of 350 CFM Capacity of Air Receiver, Clause-wise commentary on this document, Earnest Money and the prices as per Price Schedule attached at Section -

No bid will be modified subsequent to the deadline for submission.

6. **Last date for receipt of Bids** 01.09.2010 by 15.00 Hrs.

7. **Opening of Bids**

The bids will be opened in the presence of the bidders’ representatives who choose to attend, at 15.30 Hrs. on 01.09.2010.

The bidders’ representatives who will be present shall sign in register evidencing their attendance. In the event of the specific bid opening being declared a holiday for the CONCOR, the bid shall be opened at the same time and same location on the next working day.

The bidders’ names, bid withdrawals, presence of bid security, and such other details, as the CONCOR at its discretion may consider appropriate will be announced at the bid opening.

8. Clarification of Bids

Any clarification on bid document can be sought in writing and should reach this office at least 10 days before the opening of the tender. To assist the examination, evaluation and comparison of bids the CONCOR may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought/offered or permitted.

9. Evaluation of Bids

CONCOR will examine the bids to determine whether

- They are complete.
- Required sureties have been furnished.
- The documents have been properly signed; and
- Clause-by-clause commentary has been submitted.
- Earnest Money in the requisite form is available.
- Documents establishing qualification criteria.

Arithmetic errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Contractor does not accept the correction of errors, its bid will be rejected.

If there is a discrepancy between words and figures, the amount in words shall prevail.

CONCOR may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

10. CONCOR's right to vary the Quantity

CONCOR reserves the right to vary the quantity within validity of the Contract without any change in price or other terms and conditions with commensurate increase or decrease in delivery period.

11. CONCOR's right to accept or reject any or all bids

CONCOR reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the CONCOR's action.

12. Signing of Contract

CONCOR will notify the successful bidder that issue of a Letter of Intent (LOI) has accepted its bid. The date of issue of LOI will be the date of start of the delivery period.

Within 10 days of issue of LOI, the successful Bidder shall come to CONCOR office and sign the Contract.

13. Performance Security

Within 10 days of the receipt of notification of award from the CONCOR, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding Documents, Clause of 2 of Section IV - Special Conditions of Contract..

14. Clause-by-Clause Commentary

Bidder is required to submit clause-by-clause commentary of all the clauses of the bid document. Deviations / disagreement, if any, shall be brought out clearly parawise.

SECTION -III

General Conditions of Contract

1. Definitions

1.1 In this Contract the following terms shall be interpreted as indicated:

"The Contract" means the agreement entered into, between the CONCOR and the Contractor, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.

"The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its Contractual obligations:

"CONCOR" means the Organization or its authorized representative, in this case Container Corporation of India Ltd.

"The Contractor" means the individual or firm undertaking the supply, and commissioning of Diesel Driven Screw Air compressor.

"Replacement means, taking away old material [parts & instruments] and putting a new material in its place"

2 Performance Security

2.1 Within 10 days after the receipt of Letter of Intent (LOI)/ Notification of Award of the Contract, the Contractor shall furnish performance security to CONCOR in the amount specified in the Special Conditions of Contract.

2.2 The proceeds of the performance security shall be payable to the CONCOR as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

2.3 The performance Security shall be in one of the following forms:

A Bank guarantee issued by a nationalized/scheduled bank located in India, and in the form provided in the Bidding Documents or another form acceptable to the CONCOR;
or

A Nationalised / Scheduled bank's pay order or demand draft.

2.4 The performance security will be discharged by the CONCOR and returned to the Contractor not later than 30 days following the date of completion of the Contractor's performance obligations, including any warranty obligations, under the Contract

3. Inspections and Tests

- 3.1 'CONCOR' or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests CONCOR requires and where they are to be conducted. CONCOR shall notify the Contractor in writing of the identity of any representatives retained for these purposes.
- 3.2 All the equipment and components to be used shall be tested/inspected and certified by CONCOR's authorised representatives before fitment. The inspection and test may be conducted on the premises of the Contractor or its subcontractor(s) or at point of delivery. Wherever the inspection is conducted whether on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data-shall be furnished to the inspectors at no charge to the CONCOR.
- 3.3 On complete supply, each equipment shall be inspected by the authorized representative of CONCOR. All reasonable facilities and assistance including access to drawings may be provided at no cost to the CONCOR. Inspector's Certificate shall be furnished to the CONCOR.
- 3.4 A certificate of acceptance of supply and commissioning of Diesel Driven Screw Air compressor from the CONCOR's representative shall also be presented along with the bill.
- 3.5 Should any inspected or tested Goods fail to perform, CONCOR may reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet requirements free of cost to CONCOR.
- 3.6 CONCOR's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the CONCOR representative prior to the Goods' dispatch Ex Factory / Workshop.

4. **Warranty**

- 4.1 The Contractor warrants that the items supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Contractor, which may develop under normal use of the supplied goods in conditions obtaining where the Goods are meant to operate/perform.
- 4.2 This warranty shall remain valid for 24 months after the Goods or any portion thereof as the case may be, have been delivered and commissioned at the final destination indicated in the Contract, unless specified otherwise in the Special Conditions of Contract.

- 4.3 CONCOR shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 4.4 Upon receipt of such notice, the Contractor shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to CONCOR.
- 4.5 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, CONCOR may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which CONCOR may have against the Contractor under the Contract.

5 Payments

- 5.1 The method and condition of payment to be made to the Contractor under the Contract is specified in the Special conditions of the Contract.
- 5.2 Contractor's request for payment shall be made to CONCOR in writing accompanied by:
- a. Contractor / sub-Contractor's ex-factory components and equipment inspection report by CONCOR's authorised inspecting official.

Inspection report from authorized representative of CONCOR for each machine showing that:

Only inspected components have been used.

Detailed schedule of requirement / scope of work has been conducted.

- 5.3 Payment shall be made promptly by CONCOR after submission of the invoice/claim by the Contractor provided that all requisite documents as required under the Contract are submitted.
- 5.4 Price charged by the Contractor for the supply, and commissioning of Diesel Driven Screw Air Compressor under the Contract shall be on turnkey basis and shall not vary from the prices quoted by the Contractor in its bid.

6. Delay in Contractor's performance

- 6.1 Delivery of Diesel Driven Screw Air Compressor shall be made by the Contractor in accordance with the time schedule specified by CONCOR in its Schedule of Delivery.
- 6.2 Any delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable for imposition of liquidated damages and termination of the Contract for default.

7. Liquidated Damages

If the Contractor fails to deliver the Diesel Driven Screw Air Compressor, within the time period specified in the Contract, CONCOR shall without prejudice to its other remedies under the Contract, deduct from the Contract price as liquidated damages, a sum equivalent to 0.5% of contract value for each week or part thereof of for delay in commissioning up to a maximum deduction of 10% of Contract price. Once the maximum is reached CONCOR may consider termination of the Contract.

- 7.1 The supplier shall keep CONCOR indemnified against all losses, damages, accidents/ fatal accidents, if any or liability arising out of or at the time of supply if it cans or imposed in pursuance of any labour laws.

8. Termination by default

- 8.1 CONCOR may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to Contractor, terminate the Contract in whole or part: if The Contractor fails to deliver any or all of the machines within the time period specified in the Contract or any extension thereof granted by CONCOR.

The Contractor fails to perform any other obligation(s) under the Contract.

- 8.2 In the event CONCOR terminates the Contract in whole or in part, CONCOR may procure, upon such terms and in such manner, as it deems appropriate, goods or services similar to those undelivered and for any excess costs for such similar goods or services the contractor shall be liable. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

9. Force Majeure

In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the purchaser with reasonable evidence thereof. If the Force Majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the purchaser shall have the option to terminate the contract on expiry of commencement of such Force Majeure by giving 14 days notice to the Contractor in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those, which had occurred under any other clause of this contract prior to such termination.

10. Termination for Convenience

- 10.1 CONCOR may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination be for CONCOR's convenience, the extent to which performance

of work under the Contract is terminated, and the date upon which such termination becomes effective.

- 10.2 The Goods that are complete and ready for shipment within 30 days after the Contractor's receipt of notice of termination shall be purchased by CONCOR at the Contract terms and prices. For the remaining Goods, CONCOR may elect to:
- 10.3 Have any portion delivered at the Contract terms and prices; and/or
- 10.4 Cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods.

11. Taxes and Duties

Contractor shall be entirely responsible for all taxes including Work Contract Tax, Duties, License Fees, etc., incurred until delivery and commissioning of the Contracted Goods to CONCOR.

SECTION – IV

Special Conditions of Contract

1. General

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is conflict provisions herein shall prevail over those in the General Conditions of Contract.

2. Performance Security

Contractor shall furnish the performance security within 10 days of Letter of Intent (LOI)/Notification of Award to CONCOR for the 10% of the contract value, valid for 25 months after the date of commissioning or 30 months from the date of Letter of Intent (LOI) whichever is later.

Contractor must agree to support CONCOR with supply of spare parts as may be required for normal maintenance for at least 5 years, after completion of this contract i.e. commissioning of Diesel Driven Screw Air compressor.

Contractor should also give detail of their service network in the country and vendor list for various sub-assemblies.

3. Delivery Documents

- Copies of Contractor invoice showing description, quantity of Diesel Driven Screw Air Compressor, giving unit price and total amount.
- Challans giving details of all the packets & items being delivered and list of contents of each packet.
- Manufacturer's / Contractor's guarantee certificate.
- Inspection Certification issued by the nominated inspection agencies as per Clause 3 of General Conditions of the Contract and the Contractor's factory inspection reports.
- Work Contract Registration Certificate.

4. Drawings, operating and maintenance manuals

All the drawings, will be examined and accepted by CONCOR before delivery of the Diesel Driven Screw Air Compressor.

5. Warranty

The provisions of the warranty period shall be reckoned from the date of commissioning of Diesel Driven Screw Air Compressor at CONCOR premises. Normal Maintenance for the first two years will be covered as warranty. Date of commissioning will count from date of issue of certificate.

6. Payment

The payment for supply, and commissioning of Diesel Driven Screw Air Compressor shall be made in Indian rupees in the following manner:

1. 80% of the equipment cost inclusive of taxes and duties shall be made on submission of invoice along with necessary documents in support of the claim upon
 - a Receipt of equipment at site in good condition.
 - b Completion of work in all respects for operation of Compressor.
2. Balance 20% of the equipment cost shall be paid after commissioning.

The contractor shall provide separate bills for the supply portion and operation/ commissioning process.

7. Annual Maintenance

The equipment will be under warranty for 24 months after commissioning and will be maintained and attended by supplier free of cost. For these eight quarterly Preventive Maintenance Visits during warranty period for Diesel Driven Screw Air Compressor and unlimited breakdown visits as and when required is desirable. However supplier should be capable of undertaking Annual Maintenance Contract (AMC) including the spare at Khodiyar, Ahmedabad either themselves or through their authorized agents. For this, supplier should quote their rates separately. The breakdown calls should be attended within 48 hours of intimation of failure, failing which CONCOR will be free to have the repairs done from an outside party and the cost will be recovered from the Performance Bank Guarantee.

The contractor shall be expected to be able to provide for the Annual Maintenance Contract (AMC) of the Diesel Driven Screw Air Compressor for the period of five years after expiry of two years warranty with following terms and conditions.

During the AMC the contractor has to provide four Preventive Maintenance visit in a year and attend all break down calls. The break down calls shall be attended as promptly as possible and positively within 48 hours.

The cost of all the spares required for maintenance of the Diesel Driven Screw Air Compressor during the AMC shall be quoted. The prices shall be indicative only.

SECTION V

TECHNICAL SPECIFICATION OF DIESEL DRIVEN SCREW AIR COMPRESSOR OF 350 CFM CAPACITY OF AIR RECEIVER AND SCOPE OF WORK

The scope of this specification covers the supply, transport, and commissioning and is given below: -

The Supplier should give the prices of major spare parts required for satisfactory working of Diesel Driven Screw Air Compressor with the offer, valid for three years. However, this shall not be considered for evaluation of this tender.

Any import of material/equipments shall have to be done by the Supplier. CONCOR shall not arrange any import license to Supplier. Payment for the imported items shall be made in Indian rupees only.

1. TECHNICAL SPECIFICATION OF DIESEL DRIVEN SCREW AIR COMPRESSOR OF 350 CFM CAPACITY OF AIR RECEIVER

It should be as per the Technical specification given below:

Type of Compressor	Diesel Driven, Air-Cooled, rotary Screw type, microprocessor based stationary Air- Compressor
Minimum Capacity of Compressor (Free Air Delivery)	350 CFM
Normal Effective Working Air Pressure	10 Kg/cm ² <u>Note:</u> Free air delivery, working pressure, power and specific energy consumption shall be as per ISO: 1217 (i.e. taking into account all losses) at the point of discharge of after cooler and moisture separator. The FAD will be measured at the discharge terminal point of the compressor package in accordance with the CAGI/PNEUROP. PN2CPTC3 Test Code (Annex D to ISO 1217). The FAD is to be given in terms of ACFM where ACFM is actual cubic feet per minute at inlet conditions.
Purpose and Plant capability	<ol style="list-style-type: none">1. The air compressor shall be capable of supplying compressed air at full rated capacity at the specified pressure2. The compressor shall be capable of working continuously in three shifts, 6 days in a week at full rated capacity3. Bidders must offer a design considering dual option i.e. portable as well as for installation. The compressor is mounted on a deck such that it is possible to install the compressor on plain concrete floor, thus, eliminating the need for a foundation. Details of the offered mechanism should be indicated in the offer by the bidder with

	<p>supportive drawings and literatures.</p> <p>4. The compressor shall be capable to perform conforming to the requirements of ISO: 1217 (latest).</p> <p>5. The compressor shall be capable of working in normal Container Depot/ workshop environment with maximum ambient temperature up to 48 °C and maximum relative humidity up to 98%</p>
Basic Design Features	<p>1. The compressor shall be of rugged/ robust construction, shock proof and user friendly to operate.</p> <p>2. The equipment should be enclosed type, compact and with modular construction. It should be designed to provide easy access for maintenance and operation on-site.</p> <p>3. The equipment should be suitably designed to meet with the India climatic conditions during transportation, assembly and operation</p>
Safety	<p>1. The compressor design shall ensure safety of the operator and the compressor at all times.</p> <p>2. A master switch should be provided on the compressor to stop the operation during an event of emergency.</p>
Controls	<p>Centralized control panel within easy reach of the operator along with the necessary control equipments such as indicators/gauges/ switches etc. suitably located at the control panel. All indicators/ gauges/switches provided on the control panel shall be listed in the bid. Following features/ controls shall be included but not necessarily be limited: -</p> <ol style="list-style-type: none"> i. Air intake filter choking/servicing due. ii. Oil filter choking/servicing due. iii. Air-oil separator when servicing is due. iv. Discharge air temperature after compressor. v. Discharge air pressure at delivery end. vi. Vacuum indicator for suction filter. vii. Engine oil pressure gauge viii. Engine water temperature gauge. ix. Hour meter to indicate total running hours and total loaded hours. x. Ignition start and override switches xi. Automatic part load operation controls to ensure proportionately lower power consumption under part load working conditions.
Air Filter for Engine and Compressor	<p>Heavy duty, multistage with particle removal down to 2-3 microns and maintenance user friendly with respect to cleaning and replacement Dry paper type Air Filter in the form of Cartridge for easy replacement.</p>
Oil Strainer & Filter	<p>Filtration capacity of 25 microns and maintenance user friendly with respect to cleaning and replacement.</p>
Air/ Oil Separation	<p>Multi stage oil separation to ensure oil carry over less than 5 ppm oil, Pressure drop in the separator shall not exceed 0.3 kg/cm². It should be maintenance user friendly with respect to cleaning and replacement.</p>

Bearings	SKF/FAG/NORMA/NTN/KOYO/NBC/NSK/TIMKIN acceptable makes
Pressure valve	Minimum Pressure valve with non-return valve for maintaining oil circulation in the compressor.
Oil Cooler	Radiator type oil cooler of adequate size, cooled by an engine driven fan.
Diesel Engine	A Compatible diesel engine of compact and lightweight construction mounted on compressor skids shall be provided to drive the compressor along with suitable battery starting and battery charging system. The diesel engine should be water-cooled. Diesel Engine of only Kirlosker/ Cummins/ Ashok Leyland/ Volvo/ Caterpillar makes shall be acceptable.
Engine Starting System	12V/24V Battery suitable for starting the engine.
Noise Level	(Max.) 90+/- dB at the distance of 7 meter.
Speed Regulation and unloading system	The system comprises of regulating valve, engine speed regulator, unloader which automatically controls the air output to suit the demand and keep the pressure between set limits by 1. Varying the engine speed to meet the required output and also regulating the air intake valve opening. 2. Automatic blow down device which relieves the receiver pressure when the plant is shut down.
Cabling and Tubing	Provision of following: - (i) Instruments tubing from measuring points to gauge panel. (ii) Control cabling between various instruments and starter-cum-control panel duly terminated properly lay through ducts/cable trays with fixing clamps.
Safety Devices	In addition to normal safeties for engine and compressor a thermal shutdown switch should also be provided to protect the compressor and engine against overheating and pressure switch protects the engine against oil failure.
Capacity Control	A load/Unload capacity control is to be provided to meet the demand condition, optimum utilization and for power saving.
Undercarriage	Two wheel undercarriage with pneumatic tyres, parking brakes and towing arrangement.
Measurement Standard	All performance measurements as per ISO 1217
Canopy & Base Frame	All components of the compressor packaged are mounted on a single base frame. It should not require any foundation. A proper lifting arrangement should be available for easily placing and movement through an overhead crane or forklift. Steel canopy with proper side doors, that can be locked, should be provided for easily accessibility to internal components.

Initial supply of Compressor oil and other necessary consumables.	The Air compressor unit shall be provided by the agency in ready to use condition, for this all the necessary consumables (including compressor oil) to be provided by the agency with the supply of Air-compressor
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2. DRAWINGS & DOCUMENTS

2.1 Submission of drawing/documents after LOI/Order shall also be to the following: -

Container Corporation of India Ltd.
B-301, SAKAR – VII,
Nehru Bridge Corner
Ashram Road, Ahmedabad - 380009

Correspondence of all technical and commercial related matters shall be addressed to the above address.

2.2 Along with quotations the following shall be furnished by supplier in duplicate.

G.A. drawing of Diesel Driven Screw Air Compressor.

G.A. drawing of system block diagram indicating various components along with their technical catalogues.

Spare parts list with unit prices.

2.3 After award of Contract, the following documents shall be furnished in quadruplicate for approvals and records: -

G.A. drawings indicating all dimensions.
Operation and maintenance manuals

2.4 To be submitted along with dispatch documents.

⇒ Material test certificates.
⇒ Guarantee Certificates.
⇒ CONCOR Clearance Certificate.

3. TESTING & COMMISSIONING

Supplier shall be responsible for testing and commissioning of the Diesel Driven Screw Air Compressor.

4. Terms & Conditions

Payment will be made on delivery of the material and on submission of bill and receipt challan duly endorsed to CONCOR.

Delivery has to be made at the site address given below, within one month from the date of placement of order.

CONTAINER CORPORATION OF INDIA LTD.
(A Govt. of India Undertaking)
Domestic Container Terminal,
Jamaiyat Pura Village Road,
Sarkhej-Gandhinagar Highway,
Distt. GANDHINAGAR – 382 421

5. Liquidated Damage :

Liquidated damage clause to the extent of 0.5 of the contract value for each week or the part thereof will be applicable for delay in supply of equipments after the schedule date of delivery.

6. Warranty Period:

Warranty period for the equipment should be 2 years from the date of supply of equipment.

During the warranty period the supplier will have to attend, within 24 hours from the date of complain registered with the supplier.

Maintenance schedule in the warranty period should be Quarterly maintenance.

CONCOR will deduct 10 % of the contract value towards Performance Security, while making payment, which will be released within one month from the date of expiry of the warranty period.

In case the equipments are not attended for maintenance within the stipulated period as mentioned in Para 4, 5 and 6 above, CONCOR reserves the right to forfeit the performance guarantee. so deducted or will deduct equivalent amount of loss incurred for maintenance as may be deemed fit by CONCOR.

SECTION - VI

BID FORM/PRICE SCHEDULE

Date: _____

Tender No: _____

To:

(Name & address of Purchaser)

Gentlemen,

Having examined the Bidding Documents including Amendments Nos _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (*Description of Goods and Services*) in conformity with the said Bidding Documents for the sum of (*Total Bid Amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within (*Number*) days and to complete delivery of all the items specified in the Contract within (*Number*) days calculated from the date of receipt of your Notification of Award.

If our bid is accepted we will obtain the bank guarantee in a sum not exceeding 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this bid for a period of (*Number*) days from the date fixed for bid opening under Clause 14 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2010

Signature: _____

Name: _____

In the Capacity of: _____

Duly authorized to sign bid for and on behalf of _____

SECTION - VII

BID SECURITY FORM

Whereas Name of bidder (hereinafter called "the Bidder") has submitted its bid dated _____ 2010 for procurement, & commissioning of Diesel Driven Screw Air Compressor KNOW ALL MEN by these presents that WE Name of bank having our registered office at Address of bank (hereinafter called "the Bank") are bound unto Container Corporation of India Ltd. (hereinafter called "the CONCOR") in the sum of (amount of bid security) for which payment will and truly to be made to the said CONCOR, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common seal of the said bank this _____ day of _____ 2010.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form
Or
2. If the Bidder, having been notified of the acceptance of its bid by the CONCOR during the period of bid validity

Fails or refuses to execute the Contract Form if required

Or

Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay the CONCOR up to the above amount upon receipt of its first written demand, without the CONCOR having to substantiate its demand, provided that in its demand the CONCOR will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

SECTION – VIII
CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2010 between the Managing Director, Container Corporation of India Ltd., New Delhi, as Chief Executive and Administrator of the Container Corporation of India Ltd., with Registered Office at C-3 Mathura Road, Opposite Apollo Hospital, New Delhi. (A Govt. of India Undertaking) represented herein by the Chief General Manager, North Western Region (hereinafter called CONCOR) on the one part and M/s (Name of Contractor) of (Address of Contractor) (hereinafter called the contractor which expression shall be deemed to include his/their respective Heirs, Executors,

WHEREAS CONCOR is desirous that certain procurement, & commissioning should be provided by the Contractor, viz., Supply, Testing & Commissioning of Diesel Driven Screw Air Compressor and has accepted a bid by the Contractor for these works in the sum of (Contract Price in Words and Figures) (hereinafter "the Contact Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) The Bid Form and Price Schedule submitted by the Bidder.
- (b) The Scope of Work.
- (c) The Schedule of Delivery.
- (d) The General Conditions of Contract.
- (e) The Special Conditions of Contract.
- (f) The CONCOR's Notification of Award.

In consideration of the payments to be made by the CONCOR to the Contractor as hereinafter mentioned, the Contractor hereby covenants with CONCOR to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The CONCOR hereby covenants to pay the Contractor in consideration of the provision for procurement, & commissioning of Diesel Driven Screw Air Compressor and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said _____ (For CONCOR)

In the presence of _____

Signed, Sealed and Delivered by the said _____ (For the Contractor)

In the presence of _____

SECTION - IX

Proforma for performance security

To:

Container Corporation of India Ltd.
B-301, SAKAR – VII,
Nehru Bridge Corner
Ashram Road, Ahmedabad - 380009

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No _____ dated _____ to supply (Description of Goods and Services) hereinafter-called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *(Amount of the Guarantee in Words and Figures)* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of *(Amount of Guarantee)* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____.

Signature and Seal of Guarantors

Date _____

Address _____

Name & Signature of bidder

Seal of bidder

SECTION – X

SCHEDULE OF EXPERIENCE

Diesel Driven Screw Air Compressor (Type)	Customer name/Location	P.O. date	Quantity (No)	Date of commissioning certificate.	Date of performance certificate.

SECTION - XI

**UNDERTAKING TO BE GIVEN BY THE BIDDERS DOWN LOADING
TENDER DOCUMENT FROM CONCOR'S WEBSITE ON THE LETTER
HEAD OF THE BIDDER.**

**Chief General Manager
North West Regional office
Container Corporation of India Ltd.
Ahmedabad**

**I/We..... the authorized signatory of the.
.....(Name of
Company/Firm/Association) certify that no addition/modification/alteration has
been made in the original document down loaded from CONCOR website. If at
any stage, alteration/modification is noticed in the Original Document, I/We
will abide by terms and conditions contained in the original tender document,
failing which CONCOR reserves the right to reject the tender and / or cancel the
contract.**

Signature and Seal of the authorized signatory.