



DURGAPUR CHEMICALS LIMITED

(AGovt. of West Bengal Enterprise)
P.O. Durgapur-713215, Dist. PaschimBardhaman.
AN ISO 9001-2008 & 14001-2004 CERTIFIED COMPANY
Phone/Mob. No.: 033-22871555/09831059065, Fax No. : 033-22871559/57
E mail: dclgmc@gmail.com

Ref. No.: PC/D/CLEAR-SALT/17-18/1

Date: 02.03.2018

NOTICE INVITING e-TENDER(NIT) FOR UNLOADING, HANDLING, STEVEDORING, CLEARING, FORWARDING, CUSTOMS HOUSE AGENT (CHA) WORKS AND TRANSPORTATION AT HALDIA PORT FOR INDUSTRIAL SALT.

1. Durgapur Chemicals Limited (DCL), A Government of West Bengal Enterprise having its Registered Office at Kolkata invites E-tender for Handling, Clearing, Forwarding, Stevedoring and customs house agent Works and Transportation for Industrial Salt at Haldia port.

Prospective bidders are advised to get themselves register with the e-procurement system of the Government of West Bengal through Help Desk situated in JalaSampad Bhawan, 7th Floor, DEC Study Cell, Salt Lake, Kolkata – 700091.

The Successful bidder will be required to sign the contract for Handling, Clearing, Forwarding, Stevedoring and Customs House Agent works and Transportation etc. for Industrial Salt at Haldia port as per the prescribed format provided by DCL on non-judicial stamp paper for Rs. 100/-.

Durgapur Chemicals Limited has placed order for supply of 50000 MT (+ /- 10%) industrial salt (Washery Grade) with a supplier at Gandhidham, Gujarat. The shipment will be arriving in March'18.

- | | |
|-------------------|---|
| (a)Annexure - I | Application Form (to be typed in the letter head of the bidder and Be Uploaded with digital signature). |
| (b)Annexure - II | General Terms & Conditions |
| (c)Annexure - III | Scope of Work |
| (d)Annexure – IV | Eligibility criteria for Technical/Qualifying Bids. |
| (e)Annexure - V | Format of Technical Bid.(to be typed in the letter head of the bidder and be uploaded with digital signature). |
| (f) Annexure - VI | Undertaking by the Bidder(to be typed in the letter head of the bidder and be uploaded with digital signature). |
| (g)Annexure –VII | Performance Report of Contractor (to be typed in the letter head of the bidder and be uploaded with digital signature). |

2. Mode of Bid Submission:

- i. Interested bidders should download the Notice Inviting e-Tender(NIT)and Bill of Quantities (BOQ) format from the e-portal www.wbtenders.gov.in and upload their tenders online through the same e-portal. The documents are to be signed digitally using Digital Signature Certificate (Class – II or Class – III) while uploading.

This Notice Inviting e-Tender is also available on the website www.durgachem.com of Durgapur Chemicals Ltd.

ii. It is Three Covers on-line bidding system. The following Three Covers shall be submitted through online at e-portal by the bidder. Last date and time of submission of bids is **as per Critical Date Sheet. Hard Copy of tender application / any other documents (except Original Demand Drafts against Tender Fee & EMD) shall not be entertained.**

iii. **Cover – I (Fee Cover):** Containing scanned copy of DD against Tender Fee Rs. 1000/- & EMD Rs. 1,00,000 / scanned copy of documents for Tender Fee & EMD will be required to pay offline in the form of Demand Draft drawn in favour of Durgapur Chemicals Ltd. payable at Durgapur from any nationalised bank (but not Co-operative and Gramin bank) respectively.

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

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

iv. **Cover – II (Pre Qualifications& Technical Cover):** Containing qualification requirements of suppliers:

The tenderers shall submit their necessary information on Technical cover by downloading the Notice Inviting e-Tender – **Format of Technical Bid videAnnexure – IV** from the e-portal and fill-up the required information and upload the digitally signed file of scanned documents in support of their meeting each criteria mentioned in the Notice Inviting e-Tender.

v. **Cover – III (Bill of Quantities- B.O.Q.):** Containing the financial e-bid:

The bidders must download BOQ format from www.wbtenders.gov.in and quote the rates as per requirement of Notice Inviting e-Tender. After quoting the rates the BOQ format should be uploaded withdigital signature (class – II or class – III).

3. **Estimated Cost of Salt:**

Unloading of salt from the ship at Haldia Port and transportation to DCL Works the cost estimated is Rs. Rs. 6,00,00,000/- (Rupees Six Crore Only).

4. **Critical Data Sheet:**

Publish Date	02.03.2018
Bid Document Download	03.03.2018 at 10:00 a.m.
Bid Submission Start Date & Time	03.03.2018 at 11:00 a.m.
Bid Document Download End Date & Time	17.03.2018 at 12:00 noon
Bid Submission End Date & Time	17.03.2018 at 12:00 noon
Last Date & Time of Submission of Original Demand Drafts (DD) against EMD and Tender Fee.	17.03.2018 at 12:00 noon
Bid Opening Date & Time (Cover-II)	19.03.2018 at 02:30p.m.

In the event of any of the above mentioned date subsequently declared as a holiday / closed day for this office, the tenders will be opened on the next working day at the scheduled time.

5. **Opening of Tenders:** The Technical Bid will be opened first in the presence of the Tender Committee Members and Bidders. Financial bids of only technically qualified bidders shall be opened in the presence of the Tender Committee Members. The Bidders, if they wish, can remain present.
6. **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 Tender Rate will be allowed during the validity period of the Tender.
7. **Quantity:** Present shipment is 7000 MT (+- 20%) of Industrial Salt.
8. **Rates:**
- (i) Contractor shall be paid according to the gross weight of the consignments for all services.
 - (ii) The tenderer shall submit their firm rates strictly as per schedule of rates of the tender. Quoted rates will be firm and fixed for the entire contract period.
 - (iii) Quoted rates shall be inclusive of all incidental / miscellaneous expenses, which are required to be incurred in order to discharge the contractual obligations. No extra / additional charges on any account (other than SOR rates and as per terms of Special Conditions mentioned in tender) shall be payable.
9. **Taxes:** The Contractor shall bear all statutory dues including taxes, duties, charges or levies that may be assessed, imposed or levied upon the Contractor in connection with the contract. Principal/Owner shall in no way be responsible for such taxes and duties. Goods & Service tax (GST) as applicable shall be paid by the Principal/Owner. Income Tax which the Principal/Owner may be required by law to deduct shall be deducted at source and the same shall be paid to the tax authorities on account of the Contractor and the Principal/Owner shall provide the Contractor tax deduction certificate. Wherever necessary, Contractor shall produce proof of above payments.
10. **Indemnity:** The Contractor undertakes all responsibility for and shall fully indemnify the Principal/Owner and keep the Principal/ Owner fully indemnified and harmless, from all liability claims, costs, expenses, taxes and assessment including penalties, punitive damages, attorney's fees and court costs which are or may be required with respect to any breach of the contract or obligations under the assumed responsibility under the contract, including those imposed under any contract, future liability if any, local or national laws or in respect of all salaries, wages or other compensation of all persons employed by the contractor or his sub-contractors or suppliers in connection with the performance of any work covered by the Contract. The Contractor shall execute and deliver such other additional instruments, and to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the contract and fully protect the Principal/Owner.

11. **Insurance:**The Principal/Owner shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of Contract. The Contractor shall be responsible of effecting insurance under the Indian Workman's Compensation Act, Third Party liability insurance and any other insurance in accordance with the Indian Laws and regulations at their own cost.
12. **Custody, Intimation of Shortage and Damages etc.:**On receipt of material, the Contractor shall assume & vest custody thereof and remain responsible thereafter until those are handed over to the Principal/Owner. The Contractor, shall be whether acting as Principal/Owner's agent or as custodian, is responsible for communicating to the Principal/Owner any shortages, breakables or damages etc. as soon as they come to their notice.
13. **Force Majeure:** The Principal/Owner and the Contractor shall not be in any way, liable for non-performance consequences if lock out, fire, riots, war or insurrection or restraints imposed by Government, at of legislature or other authorities. If operation of such circumstances exceed three months, either Party will have the Right to Refuse further Performance of the Contract in which case neither Party shall have the right to claim eventual damages.
14. **Termination:** If the Contractor commits breach of any provisions of the Agreement, the Principal/Owner shall notify the Contractor to remedy such breach within a reasonable period. If breach continues to occur, the Principal/Owner shall have the right to terminate the Agreement without any further reference."
15. **Period of Contract:** From March, 2018 to January, 2019 with the provision of extension till the completion of supply of the entire quantity as per Purchase Order with the same terms & conditions. This extension is fully at the sole discretion of the Company (DCL).
16. **Reference list:** The bidder should submit along with offers reference list in support having executed similar nature of job to other Govt. organization/reputed private sector. (Photo copies of testimonials to this effect should be furnished).
17. **Arbitration:** Settlement of disputes, if any arises, at any time between DCL and the contractor upon or in relation to or in connection with any provisions of the agreement regarding handling of Industrial Salt (Washery Grade)the same shall be referred to the HEAD of DCL or to a person appointed by him as arbitrator. The award of the sole arbitrator shall be final and binding on both DCL and the supplier. 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.
18. **Legal Jurisdiction:** In case of any proceedings, area of Jurisdiction shall be Durgapur Court only.
19. **Tender submitted by any bidder not meeting any of the above conditions may not be entertained.**
20. **Other Terms & Conditions:**DCL reserves the right to accept / reject any or all the bids submitted on whole or in part without any notice or without assigning any reason thereof. DCL may empanel more than one contractor for CHA for job. The bids will remain valid for 15 days from the date of opening of Price bid.

21. Contact Person:

Name:	Mr.S.K.Srivastava
Designation:	HOD (Purchase & Store)
Address:	Durgapur Chemicals Ltd., P.O. : Durgapur – 15, Hahnemann Sarani, Pin No. 713215, Dist: PaschimBardhaman.
Fax Nos. :	0343-255667
E-mail Id:	dclhodpurchase@gmail.com
Mobile:	9932179999

DCL reserves the right for terminate / suspend the Work / Contract in one month notice to the CHA without assigning any reason thereof.

HOD (Purchase & Store)
Durgapur Chemicals Limited

To be typed in the letter head of the bidder

ANNEXURE - I

To
The HOD (Purchase & Store)
Durgapur Chemicals Ltd.,
Pin – 713215, West Bengal.

Subject: E-tender for unloading, handling, stevedoring, clearing, forwarding, customs house agent (cha) works and transportation at Haldia port for industrial Salt.

Sir,

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

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

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

I/We have examined the requisite specifications and terms & conditions of NIT and the same are acceptable to me/us.

I/We certify that information given by us/me in the tender documents 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.

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

A. Name of the Bidder: _____

B. Full Postal Address: _____

C. Fax No.: _____

D. E-mail No.: _____

E. Phone No.: Office. _____

Mobile. _____

Res: _____

Date:
Place:

Yours faithfully,
(Signature and stamp of the Bidder)
(State legal status, Whether Proprietorship,
Partner or Director).

ANNEXURE - II

General Terms & Conditions

1. On the basis of details furnished in IGM and the ETA of vessel, planning meeting is to be attended with Port authority to discuss modalities of berthing and discharge of cargo.
2. Before commencement of discharge wharfage charges and port dues are required to be paid.
3. Jetty challans is to be filed with Delivery Order and duplicate copy of B/E. Both J/C and B/E stamped by respective department in the dock Office with respect to payment of Wharfage charge.
4. Coordination and liaisioning with Port and customs authority for timely berthing of the vessel.
5. Arrangement with DLB/Cargo pool for booking of gangs for faster discharge.
6. Coordination with Chief Officer of the vessel for allocation of crane / hook for speedy and safe discharge.
7. Coordination with Chief Officer, Surveyor, Port Authority for Draft Survey before and completion of discharge.
8. After completion of discharge SOF prepared by agent is signed by the Master of Vessel, DCL and the Agent. Copy of SOF sent to DCL Works.
9. Inspection Agency appointed by DCL shall be binding on both the parties.
10. The contractor shall keep complete records of tonnage of salt carried by each trips of the trucks. DCL is entitled to carry out physical stock verification at intervals at it deems fit.
11. Contractor has to arrange for necessary Security in the Port Area / Storage Area.
12. Handling Loss of 0.5% max. will be allowed. Any losses beyond that will be to the account of the contractor.

ANNEXURE - III

Scope Of Work For Unloading, Handling, Stevedoring, Clearing, Forwarding, Customs House Agent (Cha) Works And Transportation At Haldia Port For Industrial Salt.

1. Immediately after receipt of documents / intimation from DCL, keeping close liaisoning with shipping companies and / or their agents to check up arrival of vessels, berthing and discharge position and report to DCL the day to day status prior to / after the arrival of vessel.
2. Scrutiny of the shipping documents and informing DCL about any discrepancies in the documents /requirement of additional documents or information which are required for clearance of the shipments within the shortest possible time.
3. Taking all possible precautionary measures towards safety of all cargo landed in the docks and elsewhere, arranging surveys and obtaining certificates on damaged cargo within the prescribed time limits prior to taking delivery from the authorities concerned and take such other actions as may be necessary to generally safeguard the DCL's interest.
4. Preparation of checklist to Bill of Entry as per custom rules with correct custom tariff considering custom notifications. Ensure immediate passing of Bill of Entry under zero rate of duty and intimating DCL for payment of custom duty, if any. Ensure completion of all the documentation formalities as per customs procedure.
5. Follow-up with DCL and custom to ensure passing of Bill of Entry and completion of all formalities related to DCL's shipment within the shortest possible time.
6. Submission of shipping company charges (other than ocean freight). Obtain Delivery Orders/Final Delivery Orders from shipping company / agents and submission of stamp duty.
7. Arrangement of carrying out custom examination of CFS yard.
8. Payment to CFS yard and completion of all formalities for obtaining out of charge Bill of Entries or taking delivery of goods / containers.
9. Arranging loading of cargo in trucks by deploying suitable material handling equipments.
10. Completion of all documentation formalities at yard for taking delivery of cargo.
11. Arrangement of faster and safe discharge depending upon the stowage offered by the Chief Officer of the vessel. Discharge of 7000(+/-) of industrial salt should be completed well before the scheduled discharge rate per day. Stevedore has to arrange for Shore cranes for the purpose, if necessary.

12. The Contractor shall be responsible for the quantity of the material taken out from the vessel till the Port plot. Thus the Contractor shall be responsible for the security of the material while it is in transit from down Port area, during its storage in port area and again during transit from the wharf and till it is at the DCL Works.
13. Planning and deployment of suitable trucks of CFS yard for transportation to DCL Works.
14. Ensuring delivery of cargo within the shortest possible time to avoid accrual of ground rent.
15. Timely deployment of suitable capacity trucks for transportation of cargo.
16. Contractor needs to collect the documents / forms required for transportation from DCL well before the deployment of trucks. Contractor must deploy suitable trucks at the CFS yard for transportation in such a manner that the cleared goods are taken delivery within the shortest possible time to avoid accrual of ground rent. Any demurrage / detention due to the delay in deployment of trucks shall be to contractor's account.
17. Port/ yard entry permits for trucks shall have to be arranged by transporter for taking delivery of all types of consignments.
18. The truck deployed for transportation must have suitable carrying capacity as per the RTO & statutory norms. Trucks with lesser carrying capacity should not be loaded. In case of seizure of truck enroute to the destination by RTO for any matter, it is responsibility of transporter for arranging on-word dispatch of materials to destination & till the receipt of materials at destination, the materials will be considered in transit for calculation of LD/Penalty.
19. No transshipment of materials will be allowed from the time of loading till delivery at site unless there are valid reasons such as break down of vehicles and written confirmation from DCL for transshipment. Similarly, no other material will be allowed to be loaded in a vehicle carrying DCL material as full loads.
20. Contractor shall be responsible to submit the delivery challans in original to the consignee at the time of delivery. Contractor should obtain clear acknowledgement of receipt of materials from the destination authority on the driver's copy of GR and one copy of GR should be handed over at destination. Receipted driver's copy of GR must be submitted alongwith the invoices for payment as per contract.
21. Drivers mobile no. and contact details must be provided to DCL after loading of vehicles & daily movement status of each truck must be forwarded to DCL.

ANNEXURE –IV

Eligibility criteria for Technical/Qualifying Bids.

1. Has establishment at Haldia Port, to carry out the said operation.
2. Has undertaken similar work for large organizations in last 5 years.
3. Experience in handling of Salt
4. Shall engage Shore Crane for unloading operation (Rate:)
5. Has stock yard at port premises (Customs barrier) for storing the material ofMT
6. Handled minimum of 50,000 MT's per annum of Salt for the last 3 years.

ANNEXURE - V

TECHNO-COMMERCIAL BID

1. Name & communication address of Bidder

Website addresses & e-mail ID _____ Mob. No. _____

2. List of documents attached with Bid as per clause 2 of the tender: YES / NO

3. Names of sole proprietor/partner/Director,

4. Name & Designation of the Authorized Signatory & contact person

Full Address :

Telephone number:

Fax No. :

Mail ID :

5. Customs house license no. of the agency _____

6. Labour contract license -----

7. Stevedoring license no. of the agency -----

8. Letter of authorization from Government ports issued to agency/associate _____

9. Whether owning lorries for undertaking transportation job from nominated plot to wharf:

a) No. of covered lorries / trailers owned (proof to be enclosed)

b) No. of lorries / trailers that can be mustered (proof to be enclosed)

c) Any other equipment (proof to be enclosed)

10. Whether the agency is agreeable to enter into agreement for a period of one year.

11. Financial Details (All figures to be mentioned in Rs.) for 3 Years

Financial Year	Turnover (Rs.)	Net Worth as on close of FY Turnover (Rs.)
2016-17		
2015-16		
2014-15		

12. Details of experience with Orders executed Bidders may provide the detail duly certified by Chartered Accountant) for 3 Years

Years	Name of Client	Products handled	Qty. Handled (MTs)	Value of work executed (Rs.) Lakhs
2016-17				
2015-16				
2014-15				

13. Name address, account number, IFSC / NEFT code of the banker _____
14. Income Tax permanent account no of the bidder (certified copy as proof to be enclosed)

15. Service tax registration no. of the bidder (certified copy as proof to be enclosed)

16. EPF/ESI no. of the bidder (certified copy as proof to be enclosed) _____
17. Details of Earnest Money Deposit:
- Demand Draft/Pay Order number & Date (To be attached in original) _____
- Name & Branch of the Issuing Bank _____
- Amount Rs. _____
18. Name of the authorized contract person _____

Declaration

1. We have carefully gone through the terms and conditions of the tender and hereby agree to abide by the same without any conditions/deviations. A signed and stamped copy of the tender document is being enclosed herewith, towards our unconditional acceptance of the tender terms and conditions.
2. The bidders are advised to sign and stamp each and every page of the tender document as a token of acceptance of the terms & conditions.
3. We hereby declare that we are well aware and conversant with the rules and regulations of the working of the HaldiaPort , Customs rules and regulations including the various locations & geography of the port.

We do hereby declare that the above details are correct to the best of my knowledge and belief and nothing has been concealed thereof.

In case the Agency does not have own Customs House Agency, then the certified copy of arrangement with the Customs House Licence Agency may be enclosed.

Sign of Bidder with Stamp:

Place:

Date:

ANNEXURE –VI

UNDERTAKING BY THE BIDDER

1. I/We undertake that my firm M/s..... has not been blacklisted by any Central Govt. Department/State Govt. department/Public Sector Undertaking.

2. I Son/Daughter/Wife of Shri
Proprietor/Partner/Director/authorized signatory of M/s a competent to sign this declaration and execute this tender document:

3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:

4. The information/documents furnished along with the above application are true and correct to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under application/appropriate law.

5. I understand that in case any deviation/wrong statement is found in the tender documents at any stage, my concern/firm/co. shall be blacklisted and shall not have any dealing with Durgapur Chemicals Ltd., in future.

Signature:

Date:

Seal:

ANNEXURE –VII

PERFORMANCE REPORT OF BIDDER

(TO WHOM SO EVER IT MAY CONCERN)

This Certificate is issued at the request of M/s (bidder's name)

1. Name of Contract & Location /address:
2. Agreement No:
3. Annual value of Contract:
4. Date of start:
5. Date of completion:
6. Performance Report:
 - i) Quality of service: Excellent /very Good/Good/Fair
 - ii) Resourcefulness: Excellent /very Good/Good/Fair
7. Any penalty imposed for bad performance
8. Any litigation pending

Signature of Senior Level Officer of the
Client with complete contact details:

Seal of the Client:

Date:

(End of Notice Inviting e-Tender)