

TENDER
FOR
LOGISTICS OPERATION OF
INDUSTRIAL SALT (LOOSE) THROUGH
SEA & ROAD TRANSPORTATION



DURGAPUR CHEMICALS LIMITED
DURGAPUR – 713215
DIST – BURDWAN
WEST BENGAL

AN ISO 9001-2008 & 14001-2004 CERTIFIED COMPANY



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

DURGAPUR CHEMICALS LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)
P.O. DURGAPUR-713215, DIST. BURDWAN
AN ISO 9001-2008 & 14001-2004 CERTIFIED COMPANY

Phone No. 0343-2559580/ 8170017902
Fax No. 0343 2556667
E mail : dclgdppurchase@rediffmail.com

TENDER NOTICE NO. : NIT/LOGISTICS/SALT TRANS (S&R)/2014-15

TENDER FOR : Logistics operation of Industrial salt(loose) by
sea and road transportation from Kandla port to
DCL Works ,Durgapur

TENDER ISSUED TO : _____

TENDER DOCUMENTS ISSUED

Sig. of Issuing Assistant
Durgapur Chemicals Ltd.

Sig. of Issuing Officer
Durgapur Chemicals Ltd.

(2)



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Dist.Burdwan(W.B.)

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by sea and road transportation from Kandla
port to DCL Works, Durgapur

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 18.07.2014 within 15.00Hrs)

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Ref. No. _____

Dated : _____

To
 The Incharge (Purchase & Stores),
 Durgapur Chemicals Ltd.,
Durgapur – 713215

Sub: Tender for Logistics operation of Industrial salt (loose) by sea and subsequent road transportation from Kandla port to DCL Works, Durgapur

Ref: Tender Notice No. NIT/LOGISTICS/SALT TRANS(S&R)/2014-15

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, Part-II and Part-III 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 _____.

Our/my Service Tax Registration no. is -----

We/I also given details of our Credential {at least for 3 (three) years} for the logistics operation by sea, clearing and handling of cargo at port and road transportation of bulk cargo in the enclosed Annexure-C supported by copies of work orders/agreement and performance certificate from the customers.

Earnest Money deposit for Rs.200000/- vide Bank Draft No. _____ Dated ----- enclosed.

We/I hereby declare that we/I have not been debarred from tendering for contract in DCL or any of the department of Central Govt. or State Govt. or Govt. undertaking or any local authority/body.

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.

Contd...

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 No. _____

D. Phone No. : Office. _____

Res: _____

Mob: _____

Yours faithfully,

(Signature of Tenderer with Company's seal)

WITNESS :-

(1)

(2)

C O N T E N T S

Part – I	: Instructions to Tenderers.
Part – II	: General Terms & Conditions
Part – III	: Special Terms & Conditions
Annexure “A”	: Price Bid
Annexure “B” & Annexure “C”	: Declaration of Officer of the company & Particulars of experience.
Annexure – “D”	: Material Safety Data Sheet of Industrial salt (MSDS).
Annexure – “E”	: Details of particulars to be confirmed/ furnished by the Tenderers along with their offer.

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PART – I

INSTRUCTION TO TENDERER

1.0 General

- (a) The tender must be submitted to the Incharge (P&S), DURGAPUR CHEMICALS LTD., DURGAPUR-713215, DIST.BURDWAN (W.B.).
- (b) Tender Fees of Rs 2000/- 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 superscribed with the word “Tender Fee”
- (b) Any offer made in response to this tender, when accepted by Durgapur Chemicals Ltd. will constitute a contract between two parties.

2.0 Submission of Tender

- a) Every tender shall be filled up in English only. Tender should be free from over writing. All corrections / alterations / deletion should be signed by the tenderer.
 - b) The Tenderer should be a Company/firm registered in India engaged in marine logistics, dock clearance and transportation of bulk cargo by road.
 - c) Tenders are to be submitted in TWO BID system.
 - d) Tender (Techno commercial + Price bid) should submitted in a sealed envelope in a manner prescribed below.
 - e) All techno commercial details along with Earnest Money shall be sent in a separate sealed cover superscribing as “ TECHNO COMMERCIAL BID”. One copy of each of our terms & conditions in **Part-I, Part-II** and **Part-III** including **Annexure-B,C & E** 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 superscribing as “PRICE BID”.
 - (iii) The tender fee to be submitted in a separate envelope superscribed 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: Industrial Salt : NIT/LOGISTICS/SALT TRANS (S&R)/2014-15
 Tender Notice No. : Logistics operation of Industrial salt (loose)by sea and road
 transportation from Kandla port to DCL Works, Durgapur

Date & Time of opening Tender: 18.07.2014 at 15.30 Hrs.

Only Techno commercial Bid shall be opened on due date of opening. Price Bid of successful Bidders shall be opened at a later date with due intimation to the successful bidder.

(d)

- (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 organisational set up (Technical and manufacturing design and quality control abilities).

Contd...

- (iii) Tenderer shall submit list of client served (private/public sector) and the list of the orders successfully executed in the last three years along with value of contract, schedule completion date and actual completion date.
- (iv) Tenderer should furnish yearly turn-over of their company for the last three years, name of the Banker with solvency certificate, copy of service tax registration certificate and copy of Permanent Account No.
- (v) In case tenderer is public/private limited company the tenderer should furnish certified copy of Memorandum & Articles of Association.
- (vi) The Tender duly signed completed in all respect shall be sent along with Earnest money deposit with a covering letter. EMD cannot be adjusted against earlier EMD/Dues.
- (vii) 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.
- (e) Notwithstanding anything contained in the tender notice, the company reserves its right to withdraw the same or reject all the Tenders received without assigning any reasons thereof and the tenderer shall not be entitled to claim any cost, charges, expenses or incidentals for or in connection with the preparation of the Tender and/or submission thereof.

3.0 **Receipt & Opening of Tenders**

Tenders will be received upto **15.00 hrs. till 18.07.2014** and the Techno Commercial Bid shall be opened at **15-30 hours on 18.07.2014** in the office of the Incharge (Purchase & Stores) by an officer authorized on his behalf in the presence of those tenderers who may choose to be present.

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.

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. organisation/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 the orders are proposed to be executed.

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7.0 **Awards of Contract**

- (a) The Company reserves the right. : -
 - (i) 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.
 - (ii) to award the contract to one or more number of firms either at equal price or at different prices.
 - (iii) to enter into parallel contract simultaneously or at any time during the period of contract with one or more tenderer(s) as the company may think fit.
- (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 work order resulting from this tender and any amendments to be issued subsequently with its terms and condition 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

SCOPE OF WORK & GENERAL TERMS, CONDITIONS

1 SCOPE OF WORK

- a) Placing of Ship at Load Port (Kandla) on receipt of notice from DCL within 20 days in advance.
- b) Accept shipping documents from DCL's shipper/consignor
- c) Accept cargo on board of the ship. Loading will be done by shipper/consignor
- d) Issue Ocean Bill of Lading upon receipt cargo in full.
- e) Appointment of Draft Surveyor at load port.
- f) Carry the cargo via coastal waterways to Kolkata Port.
- g) Arrange discharge of cargo from Ship to Port Wharf.
- h) Deliver the material in exact quantity and quality at DCL, Durgapur .Contractor will be held responsible for any damage, contamination of the material (Contamination if any will be tested at DCL laboratory. Test analysis report of DCL laboratory and decision of DCL's management in this regard will be final and binding upon the contractor). For this purpose the contractor should take all precautions during discharge, storage and transit.
- i) Payment of all statutory charges including storage charges if required at Kolkata port
- j) Transport the cargo to DCL works at Durgapur by road (Unloading at DCL premises will be on account of DCL).

2. MODALITIES OF OPERATION : After loading of Industrial salt in vessel at the loading port and obtaining Bill of Lading (BL) (to be issued in favour of Durgapur Chemicals Limited), the BL along with invoices should be handed over to DCL's representative at Durgapur

As soon as the vessel containing loose industrial salt will be placed at Kolkata port for discharge and clearance, the contractor will have to take immediate measures for discharging the loose salt cargo within the free time to avoid demurrage, penalty detention etc. DCL will not be responsible for any demurrage or penalty.

Transportation by truck loads, lifting from jetty and wharf engaging sufficient labourers and trucks will have to be arranged promptly within free time so that no wharfage charge can be claimed by the port authority. In case of any demurrage and wharfage charges accrued during discharging of the cargo from the vessel and subsequent clearance from the jetty , the total amount of demurrage and wharfage charge will have to be paid and borne by the contractor. DCL will not compensate for payment of any such penalty, demurrage or any other charges.

It is mentioned further that DCL will bear no responsibility for discharging and clearing the vessel containing Industrial salt from Kolkata port.

During transportation of salt by truck load from Kolkata port. , the contractor have to take appropriate and necessary measures to ensure that all truck loads of salt in Kolkata port should enter in DCL works with the same quantity and quality as loaded at the discharge port. All the challans of each truck load of Salt must be signed by the representatives of the contractor. The contractor has to assure that no shortage and pilferage is occurred during discharging, unloading from vessel, loading in trucks and transit from Kolkata port to DCL work, Durgapur. DCL will not accept any shortage in quantity except for tolerance as mentioned in Clause No.13.

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Since the port jetty contain various kind of materials like cement, sugar etc. the contractor has to ensure proper cleaning, washing of the jetty to avoid contamination with various foreign particles. The contractor should provide tarpaulins sheets on the floor of the jetty and also for covering the loose salt cargo. All the trucks/vehicles engaged for carrying the salt from Kolkata port to DCL works must be clean, fit and free from any contamination.

3. QUANTITY : 24000 mt of loose Industrial salt cargo

4. VESSEL CAPACITY: 6000 MT capacity to be deployed in each shipment .(No. of shipments = 4)

5. LOADING PORT : Kandla port ,Gujarat

6. DISCHARGE PORT : Kolkata ,West Bengal

7. PRICE :

- (i) Price are to be quoted on all inclusive FOR,DCL Stores(Durgapur-15) which shall include coastal movement charges, handling and port clearance charges at Kolkata port and road transportation of salt from Kolkata port to DCL Works/Durgapur and any other charges, penalties, demurrage, Port charges or expenses incurred during transportation from Kandla port to DCL works.
- (ii) Service tax however shall be paid by the company at the rate prevailing on the date of delivery. Service tax for the said logistical operation should be quoted separately in the price bid.
- (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.

(Tenderers without PAN No. & Service Tax Registration nos. will not be considered)

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PART-II

8. **DELIVERY SCHEDULE:** A tentative shipment and transit time will be as follows:-
will be as follows:-
- Placement of ship at loading port (Kandla):- Within 20 days from the date of receipt of intimation from the Co. (DCL).
 - Laycan period at loading port(Kandla) : 03 days
 - Vessel transit time : After full loading into vessel at Kandla port and ready to sail, the transit time from Kandla port to Kolkata port = 12 days (approx.)
 - Transition period of the full consignment from Kolkata port to DCL Works.Durgapur- 10 days
Total – 45 days.
9. **DELIVERY:**
Time of delivery as mentioned on the Work Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Co(DCL).Goods should be delivered in good order and condition at DCL Works, Durgapur and within the time specified in the Work Order
10. **DELAYED DELIVERY :** Time and date of delivery of materials as stipulated in the Work Order shall be deemed to be the essence of the contract.In case of delay in execution of delivery of the consignment beyond the date of stipulated delivery schedule (from the date of sailing of the vessel till delivery at DCL Works), the Co.(DCL) may at its option either (a) Impose penalty @ 5% of the order value per week of delay or part thereof. (Bill of Lading date shall be deemed to the date of shipment). (b) Cancel the work order in part or full and adjust the amount from the Security Deposit. (c) DCL may execute the job by any other agency and all extra cost, expenses and damages involved in such exercise will have to be reimbursed by the contractor or will be adjusted from outstanding dues and/or Security Deposit of the contractor.
11. **MARINE INSURANCE:** Marine Insurance will be arranged and covered by the Co.(DCL).
12. **WEIGHMENT:**
Weight of material as received at Durgapur Chemicals Works by weighment at Durgapur Chemicals Weighbridge or at any weighbridge as may be decided by DCL will be final and binding upon the contractor in all respect including payments. However payment of ocean freight, port clearance and port handling charges would be based on Draft surveyor report at loading port and subsequent Bill of Lading(BL) quantity. The shipping documents, Invoices, packing list and all other relevant documents shall contain the units in Metric Ton only.
13. **SHORTAGE AND TOLERANCE:** Shortage if any will be allowed upto 1% as tolerance to take care of Scale difference, transit loss and other related factors but shortage in excess over 1% will be to contractor's account. The recovery of loss for shortage will be made against the bill/bills of the contractor at the rate at which material is purchased from the source concerned, and logistical cost towards shipment and delivery upto DCL Works, Durgapur.
- Any gain in moisture during transit (difference in moisture content at loading point and moisture content at DCL works) will be taken into account while calculating the tolerance & shortage.

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PART-II

14) EARNEST MONEY DEPOSIT

- a) All tenderer have to be furnish Earnest Money deposit of Rs.2.00 lakhs by way of Bank Draft/Pay Order 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 period of the Work Order or extended period or the order is not executed after acceptance.
- c) If any contractor 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 contractor as having done so.
- d) The Earnest Money Deposit shall liable to be forfeited if the job (as detailed mentioned in the scope of work) is not executed after acceptance of the offer by the tenderer.
- e) Earnest money deposit will be refunded to the unsuccessful tenderers after finalization of the tender.
- f) Earnest Money deposit will not bear any interest.

15) VALIDITY OF THE CONTRACT : The work order shall remain valid upto seven months from the date of placement of work order with a provision of extension till completion of the execution of the total ordered quantity at same terms & conditions at the sole discretion of the company (DCL).

16) DELAYS DUE TO FORCE MAJEURE :

- a) Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labour strikes, other than those of contractor or its suppliers, that prevent contractor from delivering the materials and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement. Existence of Force Majeure will be decided by DCL and such decision will be binding on the contractor.
- b) 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. The decision of the Co (DCL) shall be final and binding on the vendor.
The work shall be resumed immediately after the contingency(ies) has (have) ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall, however, inform the company (DCL) by Registered Post about such Acts at the beginning of such causes of delay within 7 (seven) days of such occurrence.
- c) In the event of delay lasting over a month, arising due to causes of Force Majeure, the company (DCL) reserves the right to cancel the order/contract without any compensation whatsoever.
- d) Only events of Force Majeure which affect the Logistic work at the time of its occurrence shall be taken into cognizance. The company (DCL) shall not be liable to pay any extra cost or increased rates due to delay under Force Majeure conditions. Only appropriate extension of time will be granted.
- e) The Co (DCL) is not in a position to receive the goods as per the terms of delivery due to any reason, the company(DCL) reserves the right to suspend normal supply until the position returns to normalcy or even to terminate the contract.

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PART-II17) SECURITY DEPOSIT :

- a) The amount of Security Deposit as specified in the special terms and conditions of the tender (Part-III) shall be deposited by the successful tenderers.
 - b) Failure to furnish a Security Deposit in accordance with the conditions of the tender within 7 days of the award of the contract will be considered to be breach of contract, which would give the company the right to terminate the contract and forfeit the Earnest Money Deposit amount in addition to the right of executing the job through any other contractor at the cost of Contractor/Tenderers.
 - (c) The Security Deposit should be submitted in the form of Bank Guarantee. (Format of Bank Guarantee will be furnished by DCL along with the work order).
 - d) The Security Deposit will not bear any interest. The company reserves the right to adjust to Security Deposit towards recovery of any amount due from the contractor under the contract. The contractor on receipt of such a claim shall make further deposit/restore the Security deposit for the due amount.
 - e) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company (DCL), if the contractor(s) fail to execute the order as per the delivery instruction/programme/schedule or to fulfill any of the contractual obligations or to settle in full the dues to the company.
 - f) The company empowered to deduct from the Security Deposit or from other outstanding amounts, any sum that may be determined by the company as being the amount of loss/losses or damage/damages suffered by the company due to delay in the performance or non-performance of any of the conditions of the tender/contract. The decision of the company as to the amount of losses or damages suffered by the company shall be final and binding on the contractor. The company shall not be bound to prove any demonstrable loss or damages suffered by it.
- 18) Service Tax : Applicable as per Govt. Rules.
- 19) TDS & Other taxes : Applicable as per Govt. Rules.
- 20) TERMS OF PAYMENT : Payment against Invoices shall normally be made within 15 days of receipt of the entire material at our Durgapur Works, Durgapur. In case the contractor request for any advance payment at any stage of the job , the Co.(DCL) may consider the same subject to submission of equivalent amount of Bank Guarantee(BG) or any other Security as may be decided by the Co.(DCL). The BG will be returned to the party concerned immediately on delivery of the entire consignment of Industrial salt (loose) at DCL Works, Durgapur.

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- 21) **Invoicing** : Bills in triplicate (original plus 2 copies) along with other copy of the BL shall be sent to – Incharge (Purchase & Stores), Durgapur Chemicals Limited, Durgapur – 713215, West Bengal.
- 22) **Changes/Modifications** : The Co.(DCL) has the option at any time to make changes in quantities ordered or in specification.
- 23) **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.
- 24) **COMPANY NOT BOUND BY PERSONAL REPRESENTATIONS** :
The contractor 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.
- 25) **SUB-LETTING OF CONTRACT** :
The successful tenderer shall not sub-let or assign this contract or any part thereof without obtaining prior written permission of the company (DCL). In the event of sub-letting/assigning the contract or any part thereof by the contractor without permission, the company (DCL) shall have the right to cancel the contract and to get the job done by some other contractor and the party in the contract shall be liable to the company (DCL) for any loss or damage which the company(DCL) may sustain in consequence of or arising out of such cancellation.
- 26) **NOTICE** :
Any Notice hereunder may be served on the Supplier by Registered Post at his last known address. Proof of issue of any such notice should be conclusive of the Supplier having been duly informed.
- 27) **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.
- 28) **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 an arbitrator to be nominated by the Co.(DCL). The award of the sole Arbitrator shall be final and conclusive according to the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules thereunder and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract.
- 29) **JURISDICTION** :
It is hereby agreed that High Court at Kolkata alone shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with contract.

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

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PART - III

SPECIAL TERMS & CONDITIONS

In addition to the General conditions of tender under Part - I and Part – II the following special conditions will also apply to the contract. Special conditions given below if contrary to any conditions given in Part-I or Part-II shall prevail upon such conditions given in Part-I and Part-II of the Tender Documents.

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PART – III
SPECIAL TERMS AND CONDITION

1.0 **Price**:

- 1.1 The price should be quoted on F.O.R., DCL Works ,Durgapur as given in the Annexure “ A.”
- 1.2 The offer should be on firm price basis. No variation will be allowed during the execution of supply.
- 1.3 No siding charge/detention charge payable at loading/discharging port will be paid by the Company.
- 1.4 All other relevant stipulations shall be as per Clause of Part-II of Tender document.
- 1.5 Tenderer shall quote total price as per Annexure “A “of this Tender document.

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Part – III**2.0 TERMS OF PAYMENT :**

Payment against Invoices shall normally be made within 15 days of receipt of the entire material at our Durgapur Works, Durgapur. In case the contractor request for any advance payment at any stage of the job , the Co.(DCL) may consider the same subject to submission of equivalent amount of Bank Guarantee(BG). The BG will be returned to the party concerned immediately on delivery of the entire consignment of Industrial salt (loose) at DCL Works, Durgapur.

3.0 Penalty :

- 3.1 Time and date of delivery of materials as stipulated in the Work Order shall be deemed to be the essence of the contract. In case of delay in execution of delivery of the consignment beyond the date of stipulated delivery schedule (from the date of sailing of the vessel till delivery at DCL Works), the Co.(DCL) may at his option either (a) Impose penalty @ 5% of the order value per week of delay or part thereof. Bill of Lading date shall be deemed to the date of shipment. (b) Cancel the work order in part or full and adjust the amount from the Security Deposit.
- 3.2 The Penalty shall be levied irrespective of whether the purchaser has suffered any demonstrable loss or not. In case of stoppage of Plant due to stock out situation of raw material owing to delay in supply by the successful tenderer, the production value for the stoppage period shall be recovered from the party.

4.0 Security Deposit :

- 4.1 In the event of our work order, the contractor should furnish Security Deposit for an amount of Rs 25.00 lakhs (lumpsum) of way of Bank Guarantee valid till execution of supply. Bank Guarantee shall be furnished as per our standard format to be enclosed with our Work Order. Bank Guarantee shall be issued by any Nationalized Bank and shall remain valid till execution of supply with six months Claim period thereafter.
- 4.2 Security Deposit and EMD would not carry any interest.

5.0 Other Clause :

Load Rate : 6000 mt per weather working day (Sunday & holiday included)

Free in (loading to be done by the shipper(consignors)/Liner out (unloading to be done by the contractor)

Any demurrage at load port due to delay in placement of vessel or non-payment of berthing charges etc has to be borne by the contractor.

The contractor should intimate the exact date of vessel placement at loading port (Kandla) along with vessel details , no. of cranes in the vessel to enable the consignors to keep the cargo ready for loading.

- 6.0 **Consignee** : Asst.Manager (Stores & Purchase), Durgapur Chemicals Limited,. P.O.Durgapur – 713215, Dist. Burdwan, West Bengal.
- 7.0 **Paying Authority** : The Controller of Finance & Accounts, Durgapur Chemicals Limited, P.O. Durgapur – 713215, Dist. Burdwan, West Bengal.

ANNEXURE-‘A’

TENDER NOTICE NO.

PRICE BID PROFORMA

Total price (all inclusive) FOR-DCL ,Durgapur (W.B),
(includes coastal movement charges, handling and port
clearance charge, road transportation or any other
charges/expenses).

Rs/MT.

Service tax @ ...%

.....Rs./MT.

Signature of Tenderer with Tender’s Seal

ANNEXURE - B

I declare that the following officers of the company are related to me/no officer of the company is related to me.

SL.NO.	NAME OF THE OFFICER	POST HELD	PLACE OF POSTING

Signature of the Tenderer :

Name and full address of :
the Tenderer

ANNEXURE – ‘C’

PARTICULAR OF EXPERIENCE FOR EXECUTION OF SIMILAR JOB IN LAST THREE YEARS

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 Execution.	Value of the Contract.

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

'ANNEXURE-D'

FORM 32

MATERIAL SAFETY DATA SHEET

1. CHEMICAL INDENTITY :

Chemical Name : Sodium Chloride

Chemical Classification

Synonyms : Common Salt, Rock Salt, Sea Salt, Table Salt, Saline Salt, Halite.

Trade Name;

Formula : NaCl.

CAS No. 7647-14-5

UN No.

Regulated Identification

Shipping Name

Hazchem Code

Codes/Label

Hazardous Waste ID No.

HAZARDOUS INGREDIENTS :

CAS NO.

HAZARDOUS INGREDIENTS :

CAS NO. 7647-14-5

1

3

2

4

2. PHYSICAL/CHEMICAL DATA

Boiling Pt./Range : 2575 deg.F.

Physical state : Solid.

Appearance: Colourless or white.

Melting/Freezing Pt. 1474 deg.F.

Vapour Pressure: Not available.

Odour : Odourless.

Vapour Density : Not available.

Solubility : Soluble.

Others : Molecular weight 58.43.

Specific gravity /Density : 2.165.

pH : Not available.

3. FIRE/EXPLOSION HAZARD DATA

Flammability : LEL.

Flash Point : Not applicable.

TDG flammability : UEL.

Flash Point : Not applicable.

Auto ignition temperature

: Not available.

Explosion sensitivity to impact

: Not applicable.

Explosion sensitivity to static electricity

: Not applicable.

Hazardous combustion products

: Toxic fumes of sodium oxide.

Hazardous polymerization

: Has not been reported.

Combustible liquid

Explosive Material

Corrosive Material

Flammable Material

Oxidizer

Others

Pyrophoric Material

Organic peroxide

Contd....

4. REACTIVITY DATA :

- Chemical stability : Stable.
- Incompatibility with other materials : Reacts with most non-noble metals such as iron or steel building material such as cement , bromine or trifluoride.
- Reactivity : Chemical stability : Stable.
- Hazardous reaction products : Toxic fumes of sodium oxide. Potentially explosive reaction with dichloro maleic anhydride + urea.

5. HEALTH HAZARD DATA :

- Routes of entry : Skin, Eyes, ingestion.
- Effects of exposure/symptoms : Eye irritation, skin irritation, ingestion of large amounts may cause gastro-intestinal irritation, ingestion of large amounts may cause nausea and vomiting, rigidity or convulsions. Continued exposure can produce coma dehydration and internal organ congestion.
- Emergency treatment : Remove from exposure to fresh air immediately. If not breathing, give artificial respiration. If breathing is difficult give oxygen. Give medical aid if cough or other systems appear.

LD50 (oral rat) : STEL.

Permissible exposure limit :

TLV (ACGIH)

NFPA Hazard :	Health :	Flammability :	Reactivity :	Special :
Signals :	1	0	0	

6. PREVENTIVE MEASURES

Personal Protective Equipment : use proper personal protective equipment, wear a self contained breathing apparatus (SCBA) to prevent contact with thermal decomposition products.

Handling Storage Precautions.

Use with adequate ventilation. Minimize dust generation and accumulation. Avoid contact with eyes, skin and clothing keep container tightly closed. Do not ingest or inhale.

7. EMERGENCY / FIRST AID MEASURES :

- FIRE : Fire Extinguishing : Substance is not combustible.
- : Media : Use water spray, dry chemical powder, carbondioxide, chemical foam.
-

Contd....

: Special Procedure :	collect water used to fight fire.
: Unusual Hazard	To prevent with thermal decomposition products.

EXPOSURE : First Aid measures. : Eyes-flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower eyelids.

: Skin – Flush skin with plenty of water and soap with at least 15 minutes while removing contaminated clothes & shoes.

Antidotes/Dosage : Get medical aid if cough or other symptoms appear.

SPILLS

: Steps to be taken : Vacuum or sweep up material and place into a suitable disposal container, clean up spills immediately.

: Waste disposal Method : Minimize dust generation and accumulation, keep container tightly closed.

8. ADDITIONAL INFORMATION/REFERENCES.

Do not ingest or inhale, store in a cool, dry, well ventilated area away from incompatible substances, store protected from moisture.

9. MANUFACTURERS / SUPPLIERS DATA :

NAME OF FIRM : DURGAPUR CHEMICALS LIMITED (A GOVT. OF W.B.ENTERPRISE)
MAILING ADDRESS : P.O. DURGAPUR-713215, DIST. BURDWAN, WEST BENGAL.
TELEPHONE/TELEX NO. 0343-2556763.
FAX NO. 0343-2556667.
E-mail ID : dcl@durgachem.com
Contact person in emergency : GENERAL MANAGER (WORKS) – 9933033802.
MANAGER (PRODUCTION) – 9933381222.
ASST.MANAGER (PURCHASE & STORES) – 9933033805.
SAFETY OFFICER - 9933950788.

10. DISCLAIMER :

Information contained in this material data sheet is believed to be reliable but no representation, guarantee or warranties of any kind are made as to its accuracy, suitability for a particular application or results to be obtained from them. It is up to the manufacturer/seller to ensure that the information contained in the material safety data sheet is relevant to the product manufactures/handled or sold by him as the case may be. The ICMA makes no warranties expressed or implied in respect of the adequacy of this document for any particular purpose.

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ANNEXURE-E**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 (PSU/Private/others).	:
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. (copy to be enclosed)	:
5.	Service Tax Registration no. (copy to be enclosed)	:
6.	Corporate status :	:
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).	:
7.	Turnover of our Company in the last 3 (three) Financial year.	:
8.	Number of employees (Including managerial staff & chief executive)	:
9.	Office address with Telephone Nos./ Fax No. / E-mail No.	:
10.	Covered area of our Office is approximately	:
11.	Our activities as a manufacturer (specify in brief)	:
12.	Organizational structure of our company (write in brief)	:
13.	We have executed same/similar supply as tender for (please specify)	:

Contd...

14.	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 Work Order No., value of the Work order., etc. Attach separate sheet if required and also to be supported with credentials).	:
15.	We certify that we have not been debarred from tendering for any contract in any of Central/State Govt. Undertaking or Local Authority.	:
16.	We submitted Earnest Money Deposit By Demand Draft.	:
17.	Our price will remain firm till Completion of the job.	:
18.	Our offer will remain valid for 90 (Ninety) days from the date of opening of offers, Part-I (A & B).	:
19.	We agree to your standard terms of payment as mentioned in the tender document.	:
20.	We agree to accept all the terms and Conditions as appearing in your tender Documents.	:
21.	Our agree to the scope of supply as mentioned in the tender document.	:
22.	We have submitted our price bid under separate sealed envelope.	:
23.	We submitted a copy of your tender document duly signed and stamped on all pages.	:
24.	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:

Co`s seal :

Contd...

***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.

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