

PRICE : Rs.200/-



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

TENDER DOCUMENT

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

Ph.No.0343-25510161
Fax No.0343 2556667
Email : dclldgp@sancharnet.in

TENDER NOTICE NO. :

TENDER FOR : UNLOADING OF INDUSTRIAL SALT AND
SUBSEQUENT HEAPING AT THE GODOWN
AS PER DIRECTION.

TENDER ISSUED TO : M/S.

LAST DATE OF SUBMISSION OF TENDER : 13/04/2015 upto 3 PM

SIG. OF ISSUING AUTHORITY
DURGAPUR CHEMICALS LTD.



TENDER DOCUMENTS

TENDER DOCUMENT FOR :

UNLOADING OF INDUSTRIAL SALT AND
SUBSEQUENT HEAPING AT THE GODOWN
AS PER DIRECTION.

TENDER DULY SEASLED AND SUBMITTED TO :

ASSTT.MANAGER(STORES & PURCHASE)
DURGAPUR CHEMICALS LIMITED
P.O.DURGAPUR-713215,
DIST.BURDWAN.

TO REACH HIM :

WITHIN DUE DATE & TIME AS MENTIONED IN THE
TENDER NOTICE & TENDER DOCUMENTS.

IMPORTANT :-

TENDER TO BE SUBMITTED MUST BE FREE FROM
QUALIFICATION/CONDITION/AMBIGUITY

NO PARTY CAN BE PARTICIPATED WITHOUT
HAVING PURCHASED TO OUR TENDER DOCUMENT.

SIGNED, DATE & SEAL
OF TENDERER

Dated: ___/___/2014.

To
The Asstt.Manager(Stores & Purchase),
Durgapur Chemicals Limited,
P.O.Durgapur-713215,
Dist.Burdwan(W.B.)

Sub : Submission of Tender for unloading of Industrial Salt and subsequent heaping at the Godown as per direction.

Ref : Tender Notice No. **2S/UL-SALT (L)/15-16/001 DATED 03/04/2015**

Dear Sir,

With reference to you're above Tender Notice No. we hereby submit our Tender & Price Bid in a separate format in the matter as desired by you and by the person(s) having the authority.

The terms and conditions as mentioned in the tender documents are accepted by us, one copy of your terms and condition duly signed on each page by us placed in the cover superscribed 'COMMERCIAL BID'.

The Earnest Money of Rs._____ vide Ch.No./Bank Draft No._____ on _____ Bank dated _____ is enclosed.

We hereby solemnly declare that we have not been de barred from tendering by any of the Department of Govt., Govt. Undertaking/Govt. Enterprise & local bodies.

We also certify that information given by us/me in the tender document/tender is correct & if at any stage the same to be found in correct the contract is liable to be terminated/rescinded and action shall be taken against us.

The particulars of our concern are given below :

A. NAME OF THE TENDERER : _____

B. NAME AND ON BEHALF OF : _____

C. ADDRESS FOR CORRESPONDANCE : House/Flat No. _____/Room No. _____
Street No. & Name _____
Village _____, P.O. _____
P.S. _____, Dist. _____
State _____ Pin _____

SIGNATURE, DATE & SEAL
OF TENDERER

D. TELEPHONIC ADDRESS : _____

E. TELEPHONE NO. : OFFICE _____
RESIDENCE _____
MOBILE NO. _____

F. FAX NO. : _____

E-MAIL ID : _____

Thanking you,

Yours faithfully,

SIGNATURE, DATE & SEAL
OF TENDERER



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

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

Ph.No.0343-25510161
Fax No.0343 2556667
Email : dcl dgp@sancharnet.in

TENDER NOTICE NO. : 2S/UL-SALT (L)/15-16/001 DATED 03/04/2015.

TENDER FOR : UNLOADING OF LOOSE SALT SUPPLIED FROM
TRUCKS/TRAILERS OR ANY VEHICLE AND SUBSEQUENT
HEAPING OF LOOSE SALT AT DCL SALT GODOWN.

Sealed Tenders in prescribed format are invited from the experienced, bonafide and resourceful contractors for the execution of the jobs of unloading of loose salt from Trucks/Trailers or any other vehicle and subsequent heaping in the Godown by engaging labourers and suitable machines (Poke land) are required for unloading and heaping. Total quantity of the Salt consignment to be unloaded from Trucks/Trailers and to be heaped is approx 46050.00 M.T with a provision of further extension. The contract tenure will be from April, 2015 to March, 2016.

Tenders documents will be available on and from 03/04/2015 to 11/04/2015 from the office of the In Charge (Stores & Purchase), Durgapur Chemicals Ltd., P.O. Durgapur-713215 during office hours on production of Sales Tax and Income Tax clearance Certificate by payment of Rs. 200/- (Rupees Two hundred) only as cost of Tender Paper. Tender form will be received upto 3.00 P.M. dated 13/04/2015. And Tender will be opened on the same day at 3.00 P.M.

Detail information will be available in the Tender Form published in the company's website i.e. www.durgachem.com or from the Purchase Office of Durgapur Chemicals Limited.

In Charge (Stores & Purchase)
Durgapur Chemicals Limited

PART - 1

INSTRUCTION TO TENDERERS

1. a) The tender should be addressed & submitted to :

In Charge (Stores & Purchase), Durgapur Chemicals Limited, P.O.Durgapur-713215,
Dist.Burdwan.
- b) Any offer made in response to this tender document, when accepted by Durgapur Chemicals Ltd., will constitute a contract between parties.
2. Every tender shall be made in English and amounts shall be indicated by tenderer in figures as well as in words and should be free from over writings. All corrections & alterations should be duly attested by tenderer. Tender should be sent in sealed envelope.
 - i) In the event of tender being submitted by a firm, it must be signed separately by each partner, in the event of the absence of any partner, it must be signed by a partner holding power of Attorney authorizing him to do so.
 - ii) A copy of partnership Deed duly attested should be furnished (In case of Partnership firm).
 - iii) Tenders received after the specified time & date are liable to be rejected which however subject to discretion of Management.
 - iv) Only bonafide & resourceful tenderer/contractor are qualified to tender.
 - a) Tender not submitted in appropriate tender form and/or are not complete in all respects are likely to be rejected.
 - b) Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for on in Connection with the preparation & submission of their tenders even though the

GENERAL TERMS & CONDITIONS

NOTICE NO. : 2S/UL-SALT (L)/15-16/001 DATED 03/04/2015

1. PRICE :

- a. Rate should be quoted as per price bid of the tender document.

2. EARNEST MONEY DEPOSIT :

- a. The tender should accompany Earnest Money amounting Rs. 20,000/- (Rupees Twenty thousand) only by means of Bank Draft drawn in favour of "Durgapur Chemicals Ltd." payable at Durgapur. The Earnest money deposited by the successful tenderer will be retained at DCL and returned to the Party/tenderer after successful completion of tender. Tenders without Earnest Money will be straightway rejected.

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

4. a) The Company reserves the right to cancel the contract forthwith impounding any outstanding amount due to the contractor if the contractor fails to carry out the jobs assigned to him as per contract and as per instruction given by stores authorized representative of the Company.

- b) Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tenderers, their partners agents or servants to any officer, servant or representative of the Company for obtaining or for the payments under the contract shall, in addition to the criminal liability he may incur, subject the tenderer cancellation of this or any other contracts, forfeiture of outstanding and also the payment of any loss resulting from any such cancellation and the Company shall be entitled to deduct the amount from moneys otherwise due to the tenderer under this or any other contracts. Any questions or dispute as to whether tenderers have incurred any liability under the clauses shall be settled by the Company in such manner on such evidence or information as they may think fit and sufficient and their decision shall be final & conclusive.

5. a) The contractor shall observe the rules/regulation of the Central and State Government and the local authorities related to this contract and shall pay all taxes etc. as levied by the authorities related to this contract and shall pay all taxes etc. as levied by the authorities. The contractor shall be solely responsible including financial liabilities in case of any breach of the said rules/regulations/orders committed by contractor.

- b) All persons employed by the Contractor shall be instructed by the contractor to observe all safety regulations prescribed either generally or by the factory whilst they are in the factory or in the colony or on road and if any person commits a breach of any of the regulations it shall be opened to Company to disqualify the person/persons from entering factory premises.

- c) The contractor shall abide by or observe the various statutory provisions of any Central or State enactments covering his employees. The contractor shall abide by the contract Labour (Regulation & Abolition Act 1970) & rules there under, payment of minimum wages act & rules made there under payment of Bonus Act & rules made there under, Provident Fund Act, Workmen Compensation Act, Factories Act Employees State Insurance Act etc. etc. and should be prepared to submit then License & Labour Insurance also to be submitted to Personnel Department/DCL. The contractor shall have the proper license for carrying out the job. The contractor shall produce ESI Registration and Service Tax registration during execution of work.

- e) If any damage is caused to any property or any injury/accident is caused to or death occurs of any person/employees in the factory or the Colony or anywhere also or due to any person employed by the contractor, the contractor shall be liable for damages or for compensation in respect thereof & shall indemnify the Company & keep the company indemnified against all losses, damages, costs, charges, expenses and also liability of whatsoever nature and kind which the company may incur, sustain, suffer or be put to in consequence or by any reason of such damage, injury or loss of life.

- f) If any damage is caused to any of the contractor's movable and immovable properties required in connection with execution of contract or any injury is caused to or death occurs to any person employed by him in connection with the performance of this contract within the plant or anywhere outside due to negligence of any person employed by him or otherwise, the company shall not be liable for damages or for compensation in respect thereof under the workmen's compensation Act or otherwise and the contractor shall indemnify the company and keep the company indemnified against all losses, damages costs, charges, expenses and all liability whatsoever nature and kind which the company may incur, sustain, suffer or put in consequence or by reason of such damages, injury or loss of life.
- g) The Company shall have power to make any alterations in, omission from, additions to or substitution for, the original description of work that may appear to be necessary or advisable during the progress of works and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the representative of the Company. And if the altered, additional or substituted work includes any class of work for which no rate is specified in the contract, then such class of work shall be carried out at the rate to be negotiated with contractor and finally approved by the Management.
- h) The successful tenderer should submit bills in triplicate with supporting documents to concerned Dept. after completion of work (monthly basis) for verification & certification of bills & onward transmission to Accounts Deptt./DCL for payment. The Company however reserves the right to withhold/refuse payment of any bill submitted by the successful tenderer for the whole or part in case of work executed by successful tenderer is not found upto description directive/satisfaction of Dept.concerned. Absolving of responsibility in so far as execution of the work will not be tolerated & action as per contractual agreement will be enforced by the Company.
- i) The contractor shall supply and provide at their own expenses all tools, tackles, appliances, implements viz. Shovel, Hammer, Crow Pick-axe & other necessary implements as may be necessary for proper execution of the works. The Contractor shall also provide all necessary safety appliances viz. Gum Boot, Handgloves, Dust Mask, Goggles, Helmets etc. and the contractor should take adequate steps to ensure proper use of appliances by these concerned. All the above articles will be entirely kept by the contractor at his cost & risk.
- j) If DCL suffered any loss/losses due to failure/delay in performance/non-performance of work/jobs by the contractor and/or if the eventual contractor failed to carry out the job assigned to them the Company reserves the right to cancel the contract forthwith & forfeit the outstanding amount due to the contractor without showing any reason and/or the Company may also to get the work done through any other contractor or Agency and the Company will deduct from the running bills of the said contractor either at the rates quoted by the said contractor or 10% higher as the case may be.
- k) If the Company (DCL) incurs any loss of production, damages to any property or suffers any program of maintenance/other works or any other loss due to unsatisfactory performance or negligence on the part of successful tenderer, the Company will be at liberty to cancel the contract & impound all outstanding amounts. Further if it is found that the performance of the contractor is not satisfactory or there is any negligence on the part of the contractor, the Company will be at liberty to sever connection with contractor forthwith and may also forfeit outstanding amount due to the contractor besides penalty may be imposed, besides taking any other action as may be deemed fit by the Company.

The contractor shall keep proper record of service, attendance, Leave, Holidays availed & enjoyed, wages etc. in respect of his employees & other documents available required by principal employer from time to time.

The contractor shall have to abide by the relevant statutory provision pertaining to health & welfare of the employees/Labourer engaged by him in relation to the contract.

- 6. a) Where the contractor is a partnership firm, a new partner shall be introduced in the firm, except with the previous consent in writing of the Company which may be granted only upon furnishing a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- b) In case of death or retirement of any partner of contractor's firm before completion of performance of the Contract, the Company may at its option, cancel the contract and in such case the contractor shall have no claim whatsoever to compensation against the Company.

- c) Without the prejudice to any of the rights or remedies under this contract, if the contractor is a proprietorship concern and the proprietor dies during the performance of this contract, the Company shall have the option to terminate the contract without compensation.
7. a) If any time during the continuance of the agreement/contract it becomes impossible by reasons of force majeure circumstances like War or warlike operations strikes, lockouts, riots civil commotions, epidemical sickness, earth quake, floods etc., the contractor shall during the continuance of such contingencies, not be bound to execute the contract during the period as per contract.

The work however shall be resumed immediately contingency (ies) ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of the execution. The contract shall, however, inform the Company by Regd. Post about such acts at the beginning of such causes of delay within seven days of such occurrence. Similarly the contractor shall also inform the Company about cessation of such work or such occurrence under Force Majeure circumstances, in similar manner.

- b) In the event of delay lasting over one month, if arising out of causes of Force Majeure, the Company reserves the right to cancel the order/contract without any compensation whatsoever and/or any consequential loss.
- c) Similarly the Company reserves the right to suspend the contract due to any of the following reasons until the position return to normalcy and/or even to terminate the contract if it is beyond its control.

War or War like operations, Riots, Civil commotions, Earth quake, Strikes, Lockout, non-availability of Raw Materials, Shutdown of Plant(s) Major breakdown of Plants epidemical sickness floods or any other natural calamities etc. etc. which effect the production of the factory.

- d) The contractor shall not also be entitled for any sort of compensation for any change of Methodology in the Plants which might render lesser, deployment of Labour. The company does not bound itself for making good any loss incurred by the contractor arising out of any increase or decrease in the estimated quantities of materials due to change in Manufacturing process, shut down & breakdown of Plants which may render lesser deployment of Labour.
8. a) Any notice hereunder may be served on the Contractor by Special Messenger/Registered Mail at his last known addressed. Proof of issue of any such notice should be conclusive of the contractor having been duly informed.
- b) All notices, communications reference & complaints of the Contractor should be addressed to the proper authority at the Company's factory Office in writing only & should be sent by Regd., A/D Post.
9. On acceptance of tender the name of accredited Representative(s) of the contractor would be responsible for taking instruction from Officer-in-Charge shall be communicated to the undersigned with due authorization/power of attorney.
10. a) In the event of any Question, dispute, or difference arising in respect of the meaning and scope of terms & conditions herein contained or in connection with any matter under the contract (except for those matters which are to be decided as per provision made in these terms & conditions).

The same shall be referred to the Sole of Arbitration by an Officer the Durgapur Chemicals Ltd., Kolkata appointed by its Managing Director. The Contractor shall furnish to the Company details of such dispute item wise and with reasons based on contract condition and shall also indicate amount involved in such dispute with the basis of the same, while invoking the arbitration clause. There will be no objection if the arbitrator is an employee has express at any time in discharge of his duties as an employee has express views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final & binding on the parties to this contract.

- b) The Arbitrator shall be deemed to have extended upon the reference on the date he issues notice to both the parties fixing the first date of hearing.
 - c) The Arbitrator may from time to time, with the consent of all the parties to the contract, enlarge the time for making the award.
 - d) Subject as aforesaid, the Arbitration Act 1940 and the rules made there under and any statutory modification thereof for the time being in force shall apply to the Arbitration proceeding under this clause.
 - e) Performance of the contract shall to the extent reasonably possible continue during the pendency of Arbitration proceedings and no payment due from one to the other of the parties herein, shall be withheld on account of pendency of such payment relates to the matter under Arbitration.
 - f) The venue of the Arbitration shall be in Durgapur or such other place as the arbitrator at his discretion may determine.
12. Subject to Clause No. 11 above, it is hereby agreed that Courts at Kolkata shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this agreement.
13. The contract shall be governed by Law of Union of India in force.
14. a) Non-enforcement by either party of any of the provisions of the contract shall not operate or constitute as a waiver of the provision itself or subsequent breach thereof.
- b) The validity of the contract shall not be affected should one or more of its stipulations be or become legally invalid. In such case, the parties shall negotiate in good faith to replace the invalid clause/es by a stipulation which is in accordance with the applicable law and which shall be as close as possible to the parties' Original intent.
15. With the acceptance of this tender document with all its terms & conditions, the tenderers waive all and any of their conditions.
16. During the pendency of the contractual period, no price escalation will be entertained under any circumstances whatsoever.
17. This tender document with its terms & conditions as mentioned herein with form part of legal documents for the contract with the contractor(s) and will be binding upon him/them.
18. The period of contract will be started from arrival of the loaded vessel of salt at the sea port to the finish of unloading at DCL Works and payment of the Bill.
19. The agreement may be terminated by either party by giving 1 (one) months notice to the other party. Notwithstanding what has been mentioned above, the Company shall have the right to terminate the contract forthwith if there is any breach of any terms & conditions detailed herein or fails to carry out the job assigned go by concerned Dept. on the part of contractor without paying any compensation whatsoever besides DCL reserves the right to impound all outstanding amount & other dues to the contractor without showing any reasons whatsoever.

Arbitration: In the event of any dispute or any difference arisen in respect of the meaning and scope, terms & conditions herein contained in connection with the contract the same shall be referred to the award of an arbitrator to be nominated by the Co. (DCL) as Sole Arbitrator. The award of the Sole Arbitrator shall be final and conclusive according to the provisions of The Arbitration and Conciliation Act,1996 and the rules there under and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract.

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

SCOPE OF WORK :

1. Loose salt will be supplied by Trucks/Trailers load and will be unloaded in our salt Godown or any other places in DCL premises. The following instruction will have to be followed by the successful tenderer during execution of unloading of loose salt from Trucks/Trailers or any other machine of different capacities.
2. Total quantity of loose salt which will be cleared from the Sea Port is about 42050 M.T. and the said quantity of loose salt will be transported from the Port to DCL Works by Trucks/Trailers load. As per agreement with the transporter, all the loading Trucks/Trailers will be arrived at DCL. After unloading of loose salt from Trucks/Trailers the salt will be heaped in the loose Salt Godown maintaining the height of the heap up to the ceiling level of the godown or as per direction, in case of unloading & heaping of loose salt in open space heaping height must be maintained as per direction. The successful tenderer will have to arrange unloading & heaping in a limited space allotted to the Tenderer for execution of order.

The successful Tenderer will have to arrange unloading of loose salt from the Trucks/Trailers by manual or any suitable machine promptly. Simultaneously suitable personnel has to be provided to unload loose salt at the unloading point and/or suitable machine has to be provided for heaping of loose salt at the desired point by suitable machine i.e. Poke land EX200/JCB or any other appropriate machine by the successful tenderer. The entire jobs i.e. unloading, removal and heaping of salt will have to be done by the successful tenderer in such a way that no disruption can be occurred and all the Trucks/Trailers may be unloaded within the date of entry of those vehicles at the DCL Works. In case of detention of trucks/trailers in loaded condition in DCL over the night, the detention and other charges related to the job will have to be paid by DCL which is as per terms & conditions of the contract. Accordingly, the successful tenderer will have to arrange unloading and heaping of loose salt engaging sufficient labours and suitable machine (i.e. Poke land/JCB etc.) so that no trucks/trailers can be detained in DCL over the night. In case of detention, the charges of detention and others will have to be paid by the tenderer without any obligation & objection. In these circumstances you have to arrange unloading and heaping in continuous process without any interruption in order to avoid detention charge.

3. It is mentioned here that during clearance of the loose salt from the vessel load in Sea Port huge numbers of Trucks/Trailers will be entered in DCL Works and a long queue of trucks/trainers will be observed in DCL. You have to maintained a supervision during unloading, heaping and also in entire point of work so that no disruption can be occurred. You have to engage sufficient nos. of supervisor in every point for smooth functioning of the job.
4. The unloading and subsequent heaping of loose salt will have to be done within the very limited space of the godown. The successful tenderer will have to provide sufficient labours and requisite machine (Poke land/JCB and other suitable machine). So that no unloading & heaping activity can be hampered by any circumstances. Poke land or any other suitable machine may be used during the raising the height of the salt heaps and the level of heaps must be maintained upto the ceiling height of the godown or as per direction.
5. Before submission of the tender, the tenderer may inspect the works for verification of nature of work, got them thoroughly acquainted with the existing condition & difficulties if any under which the jobs will be carried out in our Chemical Plant.
6. The successful tenderer may engage sufficient labourers or suitable machine for unloading of loose salt so that duration of unloading of loose salt from each trucks/trailers/dumpers may be within very reasonable time. And all the trucks/trailers may be released smoothly after unloading without any delay.
7. In case of negligence, delay and haphazard work in any point of the entire job DCL reserves the right to penalize the tenderer whatever deemed suitable. The tenderer bound to make payment of the penalized amount. DCL also reserves the right to get the job from any other agency by cancelling the contract forthwith.
8. The estimated quantity of salt consignment is approx 46050MT. Tenderer will have to carry out the unloading and heaping job of entire quantity of Salt within the date of arrival salt by Truck/Trailers

load at DCL which will be intimated earlier. After getting information the tenderer will have to arrange the labours and machine immediately. So that no delay of work can be observed.

9. The Tenderer shall supply and provide all the necessary PPE's, tools and other safety necessary items in his own cost. The tenderer should take adequate steps to ensure proper use of appliances by those concerned. The tenderer has to follow all the rules of the factory prevailed in our work during execution of jobs.

10. If the company (DCL) incurs any loss of production, damages to any property or any other loss due to unsatisfactory performance or negligence on the part of successful tenderer, the company will be at the liberty to realize the same from the contractor concerned. Further, Company may impose penalty or any action as may be deemed fit by the company and may also forfeit the security money.

Arbitration: In the event of any dispute or any difference arisen in respect of the meaning and scope, terms & conditions herein contained in connection with the contract the same shall be referred to the award of an arbitrator to be nominated by the Co. (DCL) as Sole Arbitrator. The award of the Sole Arbitrator shall be final and conclusive according to the provisions of The Arbitration and Conciliation Act,1996 and the rules there under and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract.

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