



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 : 0343-2559580/08170017902
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NOTICE INVITING QUOTATION No. – PC/D/LIME/441/03/2017-2018

E- offers /online quotations are hereby invited by the HOD (Purchase & Stores), Durgapur Chemicals Limited (DCL) from the bonafide, reliable, resourceful and experienced Vendors for supply of Hydrated Lime

to DCL, Durgapur, West Bengal. .in the list attached herewith (BOQ) through electronic tendering (e-tendering) process:-

1.	Quotation No.	PC/D/LIME/441/03/2017-2018
2.	Name of work	Quotation for supply of Hydrated Lime
4.	Period of supply	Within one year from the date of placement of firm order.
6.	Earnest Money& Tender fee	Rs.100000/- towards EMD and Rs.1000/- towards Tender fee to be paid in the form of DD/PO of any scheduled bank in favour of Durgapur Chemicals Limited, Payable at Durgapur.
7.	Tender Uploading date online	02/09/2017
8.	Document Download Start Date.	02/09/2017at 17:30 P.M
9.	Start Date of bid submission online	02/09/2017 at 18:00 P.M
10.	End Date of Bid Submission Online	09/09/2017 up to 12:30 P.M
11.	Physical submission of EMD & TENDER FEE Offline	From 02/09/2017 up to 09/09/2017 14.30 P.M. To be submitted by hand in a closed envelop to the Purchase Department,DCL Durgapur, The Envelope should be addressed to HOD(Purchase & Stores), DCL and super scribed with the word EMD & Tender Fee against Tender Quotation No. mentioned above.
12.	Date & time of opening of tender online.	Cover-I (Qualification Documents):- 09/09/2017, after 14:30 A.M. Cover-II (Price Bid) :- To be Notified Later

13.	Download & Upload of Tender Documents	Interested tenderers have to download the tender documents from the link https://wb-tenders.gov.in using the Digital Signature Certificate. This is the only mode of collection of tender documents. The required filled/digitally signed documents are to be uploaded through the same link.
14.	Registration of Bidders	Interested tenderers willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e- Procurement System through respective helpdesk situated in Jalasampad Bhawan 7 th Floor DVC Study Cell, Salt Lake, Kolkata-700091.
15.	Digital Signature Certificate (DSC)	Interested tenderers is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

Name of the Material: Quotation for supply of HYDRATED LIME to DCL, Durgapur, West Bengal.

Terms and conditions to Bidders: -

(i) Techno-commercial documents include (Statutory and Non Statutory Cover): The intending bidder has to upload the scanned copy of the following documents for evaluation of their eligibility:-

- (a) GST registration certificate.
- (b) Valid Trade License.
- (c) PAN Card and Latest IT return.
- (d) Copy of Manufacturing /Trading License of Industrial Salt , Washery Grade.

(ii) Credential: Credential towards supply of the similar items during the last 5 years.

(iii) Evaluation & Submission: Price bid of the techno commercially qualified bidders will be opened after evaluation of the Techno commercial bids, subject to physical submission of EMD.

(iv) Acceptance: The **lowest offer of individual items** will be accepted among those techno commercially qualified bids.

(v) Payment Terms: 100% payment along with applicable Excise Duty, Sales Tax & Transportation charge shall be payable by the Co.(DCL) after 30 days on receipt and acceptance of consignment (s) at our Durgapur Works, against GRN

(vi) Price: Prices have to be quoted on FOR-DCL Stores, Durgapur Basis. The prices should remain firm during the period of contract unless specifically agreed to and provided in the contract.

(vii) Delivery: Time of delivery as mentioned on the Purchase 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 within the time specified in the Purchase Order. Otherwise the company will have the option to cancel the whole or

any

part of the contract and or purchase the material from alternative source at

the

risk, responsibility and cost of the supplier.

(viii) Test Certificate: Copy of the Manufacturers Test Certificate should be furnished along with the consignment.

(ix) Consignee: HOD (Purchase & Stores), Durgapur Chemicals Limited, Durgapur-713215. West Bengal.

(x) Invoicing: Final Tax invoice in triplicate should be sent to HOD (Purchase & Stores), Durgapur Chemicals Limited, Durgapur-713215. West Bengal.

(xi) Paying Authority : HOD(Accounts& Taxation)), Durgapur Chemicals Limited, Durgapur-713215. West Bengal.

(xii) Award Of Contract: The company reserves the right:

- (I) To accept at its sole and un-fettered discretion, any tender or whole or part or reject any or all tenders without assigning any reasons thereof.
- (II) To award the contract to one or more number of firms either at equal price or at equal prices.
- (III) The company does not bind to accept the lowest tender or assign any reason for non-acceptance of the same.

(xiii) 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.

(xiv) Arbitration: In the event of any dispute or any difference arisen in respect of the meaning and scope, Terms and 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 and to be incorporated in this contract.

(xv) Jurisdictions: Courts at Kolkata/Durgapur shall have Jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with the contract.

The Bidders are requested to upload the Documents in the Format Given Below:

Statutory Documents/ Technical Packet:

- (i) **NIQ:** The NIQ must be downloaded properly, and the same must be Digitally Signed and Uploaded.
- (ii) **EMD & TENDER FEE:** Scan copy of the EMD(Earnest Money Deposit) and Tender fee must be Digitally Signed and uploaded.

Financial Packet : The price should be quoted in the BOQ format which should be downloaded from the website. The filled in BOQ should be uploaded in the Financial Packet.

Non Statutory/ My Document/ Other Important Documents:

- (i) **Certificates:** PAN Card, GST Registration Certificate, P tax Certificate and Up to date Challan, Last 3 years IT Return, Copy of Distributor or Dealership Certificate if any.
- (ii) **Company Details :** Valid Trade License and Partnership deed/Memorandum if any.
- (iii) **Credentials:** Credential towards supply of the similar items during the last 1 year.

HOD(Purchase & Stores)
Durgapur Chemicals Limited



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.)

Phone No. 0343 6510161/60

Fax No. 0343 2556667

E mail : dcldgppurchase@rediffmail.com

GENERAL TERMS & CONDITIONS

(1) PRICE :

- (i) Price are to be quoted on FOR,DCL Stores(Durgapur-15) basis. Road freight, transit insurance charges of items shall be quoted separately.
- (ii) GST on the items ordered however shall be paid by the company at the rate prevailing on the date of schedule delivery.
- (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.

(4) PACKING & MARKING :

Packing shall withstand the hazards normally encountered with the means of transport for the goods mentioned in the Purchase Order including loading and unloading operations.

- a) Any loss, shortage, damage or pilferage in transit due to faulty/ improper/ inadequate packing or packing procedures shall be to the suppliers account.
- b) Supplier shall ensure for safe transportation of the items/materials to effect door delivery to the consignee DCL at Durgapur.
- c) Material shall be packed in sound, fresh and new non-returnable HDPE Bags secured in good quality twines so that there is not transit loss due to spillage from bags. Material packed in any used bag will be rejected outrightly. The weight of each HDPE bag will be calculated after de-bagging of the material. Weight of Bags will be deducted from the receipted quantity in order to ascertain the actual weight of the consignment.
- d) Packing in bags used for fertilizers is not permissible. Violation may attract total rejection of the consignment.

(5) QUANTITY : The total quantity to be procured will be 1500MT of Hydrated Lime.

(6) PERIOD OF CONTRACT : SEPT'2017 till MARCH'2018 – with a provision of extension

till completion of supply of the total ordered quantity at the same terms and conditions, at the sole discretion of the Co.(DCL)

(7) DELIVERY:

Time of delivery as mentioned on the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorisation in writing from the Co(DCL). Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order . Where no delivery period is expressly stated it shall be construed as 07(seven) days from the date of placing the Order or after receipt of information from the Co. (DCL). Otherwise the company will have the option to cancel the whole or any part of the contract and or purchase the material from alternative source at the risk, responsibility and cost of the supplier.

(8) DELAYED DELIVERY : Time and date of delivery of materials as will be stipulated in the Order shall be deemed to be the essence of the contract. In case of delay in execution of the Order beyond the date of delivery or as may be mentioned in the Purchase Order (a) Penalty @ 0.5% of the order value per week of delay or part thereof shall be imposed subject to a maximum of 5% of the order value. RR/LR Date shall be deemed to the date of delivery. (b) Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account and at the risk of the vendor.

(9) FREIGHT: To be paid by the supplier a per Co's (DCL) payment terms & conditions.

(10) TRANSIT RISK INSURANCE: Transit Risk Insurance should be arranged and covered by the vendor.

(11) INSPECTION:

Acceptance: Random Hydrated Lime sampling will be made by DCL Central Laboratory at the time of unloading the material at DCL Works. The acceptance/rejection will be made by DCL based on the Analytical report of the samples. The Analysis report of DCL Central Laboratory will be treated as final and binding on both the parties.

(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 supplier in all respect including payments. The shipping documents, Invoices, packing list and all other relevant documents shall contain the same units of weights and measurements as given in the Purchase Order.

(13) TESTING & REJECTION:

In no case the quality/specification should deviate from what has been specified in the Order. In case material specification deviates from the ordered specification (considering the permissible limit of difference in purity), Durgapur Chemicals have the right to reject entire consignment or part thereof and rejected material has to be taken back by the supplier at their own cost, risk and expenses whatsoever within 15 days from the date of receipt of intimation from Durgapur

Chemicals and all rejected material shall be kept in Durgapur Chemicals godown for a maximum period of one month beyond which the company(DCL) shall not be responsible for any loss and damage of the material and will be at liberty to dispose off the materials by any mode as may be decided by the appropriate authority. In such cases all charges towards material handling of the rejected consignments has to borne by the supplier(s). It is explicitly clarified and binding upon the supplier to replace the rejected material if any, within a reasonable time and the company reserves the right to realize all cost, expenses and damages due to loss of production and or any other cause hence for supplier's failure to replace the rejected consignment within reasonable time. Durgapur Chemicals also reserve the right to procure material from other sources or otherwise on emergency basis and all extra cost, expenses and damages involved in such purchase for the quantum of the rejected material or part thereof will have to be reimbursed by the supplier or adjusted from supplier's Bill. The company's Central Laboratory report shall be final and binding upon the supplier to determine the quality of material supplied.

14) EARNEST MONEY DEPOSIT AND TENDER FEE

- a) All tenderers have to be furnish Earnest Money deposit of Rs.100000/- & Tender fee of Rs.1000/- by way of Bank Draft 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 Purchase Order or extended period or the order is not executed after acceptance.
- c) If any tenderer 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 supplier as having done so.
- (d) The Earnest Money Deposit shall liable to be forfeited if the contract is not executed after acceptance of the offer by the tenderer.
- e) Earnest money deposit will be refunded to the unsuccessful tenderers as early as possible after the tender is finalized.
- f) Earnest Money deposit will not bear any interest.

15) 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,

restrain of government, governmental acts, injunctions, labour strikes, other than those of seller or its suppliers, that prevent the seller 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 supply shall be resumed immediately after the contingency(ies) has (have) ceased or otherwise determined and supplier's obligations shall continue to be in force for correspondingly extended period after the resumption of supply. The supplier 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 supply 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) If 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.

(16) DELIVERY BASIS : FOR-DCL, Durgapur (West Bengal)

(17) RISK PURCHASE :

In case the supplier fails to effect supply of salt in terms of the contract and in consequence M/s DCL has to arrange for its requirement of hydrated lime from other parties at a higher rate, all extra/additional cost, expenses including incidental cost involved in such purchases shall become payable by the supplier immediately on intimation to the same. This is without prejudice to DCL's claim for other losses and damages that may arise due to failure to perform the contract. In case the supplier fails to make the payment towards such additional expenses (including incidental cost) on account of risk purchase the same shall be recovered from the pending bills/Security Deposit etc. of the supplier.

(18) SECURITY DEPOSIT :

- a) The amount of Security Deposit as specified in the special terms and conditions of the tender shall be deposited by the successful tenderers.
- b) Failure to furnish a Security Deposit in accordance with the conditions of the tender within 15 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 supplier at the cost of Tenderers.
- c) The Security Deposit should be submitted in the form of Demand Draft or Bank Guarantee. (Format of Bank Guarantee will be furnished by DCL along with the purchase order).
- d) The Security Deposit will not bear any interest. The company reserves the right to adjust the Security Deposit towards recovery of any amount due from the supplier under the contract. The supplier 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 supplier(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 supplier. The company shall not be bound to prove any demonstrable loss or damages suffered by it.

19) TERMS OF PAYMENT :

Payment against Invoices shall normally be made within 30 days of receipt and acceptance of materials at our Durgapur Works against GRN

20) INVOICING:

Invoices in triplicate (original plus 2 copies) along with other documents shall be sent to - The Incharge (Purchase & Stores), Durgapur Chemicals Limited, Durgapur – 713215, West Bengal.

(21) CHANGES/MODIFICATIONS : The Co.(DCL) has the option at any time to make changes in quantities ordered or in specification.

(22) 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.

(23) COMPANY NOT BOUND BY PERSONAL REPRESENTATIONS :

The supplier 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.

(24) 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.

(25) 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.

26) 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.

27) 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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SPECIAL TERMS AND CONDITION

1.0 Price :

- 1.1 The price should be quoted on F.O.R., DCL /Durgapur on door delivery basis with suitable packing as per BIS specification.

- 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 dispatching station will be paid by the Company.
- 1.4 The purchaser should avail benefit under MODVAT Scheme against Excise Duty element. Therefore, DFT (duplicate for transporter) copy of invoice should be furnished along with the supply.

2.0 TERMS OF PAYMENT :

100% payment along with applicable Excise Duty, Sales Tax & Transportation charge shall be payable by the Co.(DCL) after 30 days on receipt and acceptance of consignment (s) at our Durgapur Works, against GRN.

3.0 Penalty :

- 3.1 Time and date of delivery of materials as stipulated in the Order shall be deemed to be the essence of the contract. In case of delay in execution of the Order beyond the date of delivery or as may be mentioned in the Purchase Order (a) Penalty @ 0.5% of the order value per week of delay or part thereof shall be imposed subject to a maximum of 5% of the order value. RR/LR Date shall be deemed to the date of delivery. (b) Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account and at the risk of the vendor.
- 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 purchase Order, Supplier should furnish Security Deposit for 10% of the order value either by way of Demand Draft or by way of Bank Guarantee valid till execution of supply. In case the supplier desires to furnish Security deposit by way of Bank Guarantee, the same shall be furnished as per our standard format to be enclosed with our Purchase Order and Bank Guarantee shall be issued by any Nationalized Bank and shall remain valid till execution of supply with three months Claim period thereafter.
- 4.2 Security Deposit would not carry any interest.

5.0 Consignee : Incharge (Stores & Purchase), Durgapur Chemicals Limited,. P.O.Durgapur – 713215, Dist. Burdwan, West Bengal.

6.0 Paying Authority : The Controller of Finance & Accounts, Durgapur Chemicals Limited, P.O. Durgapur – 713215, Dist. Burdwan, West Bengal.

TECHNICAL SPECIFICATION FOR SUPPLY OF HYDRATED LIME

Description of material : **Hydrated Lime**

SPECIFICATION : As per IS-1540 (Part-2)/1990

PHYSICAL COMPOSITION :

- General Appearance : Free flowing fine powder.
- Colour : White
- Size : 300 mesh passes through 99%

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CHEMICAL COMPOSITION (percentage by wt).

- Average Lime as Ca(OH)_2 : 90% \pm 1%
- Dead Burnt Lime as (CaO) : 2.0 max.
- Acid insoluble matter as (SiO_2) : 1.0 max
- Magnesia as MgO : 1.0 max.
- Alumina as Al_2O_3 : 0.3 max
- Manganese, as Mn_2O_3 : 0.03 max.
- Iron as Fe_2O_3 : 0.20 max
- Moisture : 0.50 to 0.80 max.

REQUIRED QUANTITY – 1500M.T. (for 6 months)

However, Company reserves the right to reduce or increase the quantity as indicated above which shall be binding on the Supplier.

Company also reserves its right to split the order to more than one supplier at its sole discretion.

In the event of our Purchase Order, the supplier should take all possible care to ensure that the Hydrated Lime to be supplied by them adhere to the above specification. The Co. (DCL) reserve the right to reject either total quantity or a portion of the quantity of Hydrated Lime dispatched which does not conform to the above specifications, based on analysis to be made by DCL Central Laboratory Department at Durgapur Works, at Supplier's cost, risk and expenses including freight charge.

In case Ca(OH)_2 content of the consignment(s) is found to be less than 90% at DCL, Durgapur Works as per the analysis to be made by DCL Central Laboratory Deptt. on arrival of the consignment (s), then penalty shall be imposed as per the following

Ca (OH)₂ content at DCL/DGP

At the time of inspection

: Rate of deduction.

- Below 89% upto 88% : Accepted with deduction of Rs.100/MT.

- Below 88% upto 87% :Accepted with deduction of Rs.300/MT.

-Below 87% : Rejection.
