



DURGAPUR CHEMICALS LIMITED

(AGovt. of West Bengal Enterprise)

P.O. Durgapur-713215, Dist. Burdwan.

AN ISO 9001-2008 & 14001-2004 CERTIFIED COMPANY

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NOTICE INVITING QUOTATION No.-PM/DCL/UNLOADING/5/2017-18, Date: 25.10.2017.

NOTICE INVITING e-TENDER THROUGH E-PROCUREMENT OF UNLOADING OF HYDRATED LIME, SODA ASH, BARIUM CARBONATE, SODIUM SULPHITE ETC FROM TRUCK/TRAILORS & SUBSEQUENT STACKING AT THE GODOWN AS PER DIRECTION.

1. Online e-tenders are hereby invited by Durgapur Chemicals Limited (DCL) from eligible contractors for the work "Tender For Unloading Of Hydrated Lime, Soda Ash, Barium Carbonate, Sodium Sulphite Etc From Truck/Trailors & Subsequent Stacking At The Godown As Per Direction at DCL Works for a period of five months w.e.f. 01.11.2017 to 31.03.2018 at an estimated cost of Rs. 3.5 lakh which may be extended for further period as & when required on the existing Terms & Conditions after satisfactory services". Prospective Tenderers are advised to get themselves registered with the e-procurement system of the Govt. of West Bengal through respective helpdesk situated in Jalasampad Bhawan, 7th Floor, DVC Study Cell, Salt Lake, Kolkata – 700091. The concerns/bidders fulfilling the requirements as specified under Eligibility Criteria (Annexure III) of this document shall be eligible to apply. The details of work specification, terms & conditions are outlined in the Annexures to this e-tender as under:

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| (a) Annexure - I | Application Form. |
| (b) Annexure - II | Scope of Work. |
| (c) Annexure - III | Eligibility criteria for Technical/Qualifying Bids. |
| (d) Annexure - IV | Format of Technical Bid. |
| (e) Annexure - V | Terms & Conditions. |
| (f) Annexure - VI | Undertaking by the Bidder. |
| (g) Annexure - VII | Performance Report of Contractor. |

2. Mode of Bid Submission:

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

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

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

- iii. **Cover – I (Fee Cover): Containing scanned copy of DD against Tender Fee & EMD / scanned copy of documents for Tender Fee & EMD Exemption:**

Tender Fee of Rs. 1200/- including GST (non-refundable) and EMD of value of Rs.10,000/- will be required to pay offline in the form of Demand Draft drawn in favour of Durgapur Chemicals Ltd. payable at Durgapur from any schedule bank (but not Co-operation and Gramin bank) respectively.

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

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

- iv. **Cover – II (PreQual& Technical Cover): Containing qualification requirements of Contractors/Firms:**

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

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

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

3. **Critical Date Sheet:**

Publish Date	25.10.2017
Bid Document Download	25.10.2017
Bid Submission Start Date & Time	25.10.2017 at 2:00 p.m.
Prebid meeting (seeking clarifications) Date & Time	27.10.2017 at 11:30 a.m.
Bid Document Download End Date & Time	30.10.2017 at 2:00 p.m.
Bid Submission End Date & Time	30.10.2017 at 2:30 p.m.
Last Date & Time of Submission of Original Demand Drafts (DD) against EMD and Tender Fee.	02.11.2017 at 10:00 a.m.
Bid Opening Date & Time (Cover-II)	02.11.2017 at 2:30 p.m.

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

4. The Bidder should clarify any doubt/query regarding Notice Inviting e-Tender from the authorised representative of Durgapur Chemicals Ltd. in the **meeting scheduled on 27.10.2017 at 11:30 a.m.at the Administrative Building, Durgapur Chemicals Ltd., Durgapur – 713215.**

5. **Opening of Tenders:** The Technical Bid will be opened first in the presence of the Tender Committee Members and Bidders. Financial bids of only technically qualified bidders shall be opened in the presence of the Tender Committee Members. The Bidders, if they wish, can remain present.
6. **Terms of Payment:** The contractor will submit the monthly bill in duplicate for reimbursement along with certificate of work completion by the officer in charge on the letter head. The bill will be paid after making recovery, if any.

The contractor shall make regular and full payment to its personnel as per the law and furnish necessary proof in this regard as and when required.
7. **Penalties:** The contractor will attract a penalty of an amount of Rs. 1000/- per day in case a driver fails to carry out his assigned job or any other reason which shall be recovered from the bills or otherwise. Further for any reason cars/ambulance are not found in running condition then management will imposed penalty @ Rs. 2000/- for per vehicle per day.
8. **Validity of Offers:** Tenders shall remain open for acceptance for 30 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.
9. **Arbitration:** In the event of any dispute or any difference arisen in respect of the Scope of Work / 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.
10. **Jurisdictions:** Courts at Durgapur shall have Jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with the contract.

Personnel Manager
Durgapur Chemicals Limited

Copy to:

1. Notice board, Administrative building, Durgapur Chemicals Ltd., Durgapur – 713215.
2. Durgapur Chemicals Ltd. website – www.durgachem.com

To be type in the letter-head.

ANNEXURE - I

To be typed in the letter head of the bidder

To
The Personnel Manager
Durgapur Chemicals Ltd.,
Hahnemann Sarani, Durgapur,
Pin – 713215, West Bengal.

Subject:

Sir,

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

(ii) Tender Fee-DD No. Dated forRs.

(iii) EMD-DD No. Dated forRs.

I/We have also examined the requisite specifications and my/our offer is to provide the required service in accordance with the requisite scope of work.

I/We quote the rate exclusive of taxes & duties.

Date:

Yours faithfully,

Place:

(Signature and stamp of the Bidder)
(State legal status, Whether Proprietorship.,

ANNEXURE - II

SCOPE OF WORK

<u>SL.</u>	<u>NATURE OF JOB</u>
1	Unloading of Hydrated Lime/ Lime packed in bags supplied by truck/trailor load and also stacking as per direction.
2	Unloading of Soda Ash, Barium Carbonate and other chemicals packed in bags supplied by truck/trailor load and also stacking as per direction.
3	Unloading of Sodium Sulphite packed in bags supplied by truck/trailor load and also stacking as per direction.
4	Unloading of resins, quartz sand etc. packed in bags and also stacking as per direction.
5	Unloading of materials packed in drums containing Phenol Etc. and placement in desired area.

INSTRUCTION TO TENDERERS

- i) In the event of tender being uploaded by a firm, it must be signed separately by each Partner thereof. In the event of the absence of any Partner, it must be signed & uploaded by a partner holding power of Attorney authorizing him to do so.
 - ii) A copy of partnership Deed duly attested should be uploaded (In case of Partnership firm).
 - iii) Only bonafide & resourceful tenderer/contractor are qualified to tender.
- 1.
- a) Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for on in connection with the preparation of their tenders even though the Company may decide to withdraw the Tender Notice or reject all tenders without assigning any reasons thereof.
 - b) The tender must ensure that all the pages of the tender schedule are properly signed & uploaded by the tenderer or authorized Representative of the tenderer under proper seal.
 - c) Each tender must accompany :-
 - i) Copy of latest Income Tax Clearance Certificate from the appropriate Income Tax authorities in prescribed form.
 - ii) Documentary evidence of same/similar work in recent past.
 - iii) Statement showing the present same/similar work in hand.
 - iv) Sales Tax Clearance Certificate or Form XXXVIII.
- Any canvassing by tenderers shall be liable for rejection of their tender without any information and/or notice. The tenderer should spell out their affiliation with any Govt. recognized associations/ Directorate/PWD/Railway Contractor Association/Private/Public Sector and submit credential to the effect alongwith tender.
- d) Each tenderer bidding for material handling & unloading contract must submit the following.
 - i) Statement showing the present same/similar handling & unloading work in hand.
 - ii) Statement showing whether the tenderer is an approved contractor of any Department of Govt./Govt. Undertaking/Enterprise with documentary evidence.

- iii) Questionnaire as per format enclosed.
- b. Tenders shall remain open for acceptance for 30 (Ninety) days from the date of opening. No revision/modifications in the tendered rate will be allowed during the period of validity of tender even for the extended period required by the Company to finalise/award the contract.
- 2. a) The Company reserves the right –
 - i) To accept with sole & unfettered discretions any tender for whole or part or reject any or all tenders without assigning any reasons therefore.
 - ii) To award the contract to one or more number of firms either on equal rate or on different rates.
 - 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.
 - iv) To place adhoc work order simultaneously or at any time during the period of contract with one or more tenderer(s) for such job as the Company may think fit.
- b) Tenderers are therefore advised to quote their most competitive & lowest rates in their own interest.
- c) The Company does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
- d) Firms, failed to fulfill earlier contractual obligations, may not be considered.
- e) The work order resulting from this tender and any amendments to be issued subsequently with its terms & conditions and stipulations constitute the entire agreement relating to the tender between the successful tenderer & the Company.
- 3. The Company shall mean Durgapur Chemicals Ltd. which include administrative & executive Officer of its corporate Office at Kolkata as well as Durgapur Works as the case may be who are authorized to deal with all matters relating to the contract on its behalf.
 - a. The tender means the person, firm or Company or a Group thereof submitting a tender against invitation of tender.
 - b. The contractor/successful tenderer means the person, whose tender has been accepted which include his legal representative, successors or assignees.
- 4. Tenders which will not be supported by the documents as referred to herein before are incomplete and if there is no explicit declaration to the effect that they will abide by the clause/clauses as detailed therein before, are liable for rejection by the Tender Committee.

To be type in the letter-head.

ANNEXURE –III

ELIGIBILITY CRITERIA FOR TECHNICAL/QUALIFYING BIDS:

- I) The Contractor must have valid Trade License, GST registration and PAN Number and self-attested copy of these registration certificates should be attached to the Bid document.
- II) The Contractor must be registered with the ESI and EPF authorities and other relevant Labour Authorities and self-attested copies of these registration certificates and PAN should be attached to the BID document.
- III) The Contractor must have annual turnover of minimum Rupees 10 Lakh each from the Car hiring contracts for any of the three Financial Years i.e. 2014-15, 2015-16 and 2016-17. Copies of Profit and Loss A/c, Balance Sheet and Income Tax Returns (ITRs) duly attested by Chartered Accountant should be attached with the Bid document.
- IV) The contractor must have minimum two years of experience (during 01.01.2013 to 30.09.2017) as car hiring Service Provider to Central Government/State Government or Public Sector Unit and should have completed at least two such annual contracts during 01.01.2014 to 31.08.2017 with contract value of not less than Rs. 7 Lakh each. Work Experience of contractor of minimum two years with Central Govt./State Govt./Public Sector undertakings is must and hence copies of work orders as proof to be attached.
- V) The contractor should not have been blacklisted by any Govt./Semi Govt. organization/P.S.U. for similar work in the past. An undertaking to this effect must be submitted along with the qualifying bid as per **Annexure VII**.
- VI) The contractor shall satisfy all the conditions mentioned in detailed e-tender notice.

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To be typed in the letter-head.

ANNEXURE -IV

TECHNICAL/QUALIFYING BID FORM FOR E-TENDER

1	NAME OF THE CONTRACTOR/BIDDER	
2	TYPE OF ENTRY-PROPRIETORSHIP FIRM/PARTNERSHIP FIRM,/OR PVT. LTD. COMPANY	
3	ADDRESS OF COMPANY/FIRM	
4	TEL NO./FAX NO./MOBILE NO.	
5	NAME OF THE CONTACT PERSON	
6	TEL.NO./MOBILE NO. OF CONTACT PERSON	
7	TENDER FEE DETAILS @ Rs. _____/-	DD NO. _____/Date:
8	EMD DETAILS @ Rs. _____/-	DD NO. _____/Date:
9	LEGAL CERTIFICATES TO BE ENCLOSED AND DETAILS IN THIS REGARD TO BE PROVIDED	
	PAN DETAILS	
	GST REGISTRATION DETAILS	
	VAT REGISTRATION DETAILS	
	REGISTRAION WITH CONTRACT LABOUR ACT., DETAILS	
	ESI REGISTRATION DETAILS	
	EPF REGISTRATION SINCE	
10	ANNUAL TURNOVER OF FOUR FINANCIAL YEARS i.e. 2013-14, 201-15, 2015-16, 2016-17. (DETAILS in ANNEXURE IX ALONG WITH COPY OF PROFIT & LOSS A/C, BLANCE SHEET AND INCOME TAX RETURNS OF SAID YEARS)i.e. FOR ASSESSMENT YEARS 2014-15, 2015-16, 2016-17 & 2017-18) TO BE ENCLOSED.	
11	WHETHER ANY EMPLOYEE OF DURGAPUR CHEMICALS LTD. ON YOUR BOARD OR SHARE HOLDER IN CONTRACTORS'S ENTITY/FIRM	YES/NO. If please provide details
12	HAS ANY OF YOUR DIRECTOR/PARTNER/ENTERPRENUER EVER BEEN CONVICTED UNDER ANY LAW	YES/NO. If please provide details
13	HAS YOUR FIRM/COMPANY EVER BEEN BLACK LISTED AT ANY TIME IN THE PAST BY ANY ORGANIZATION. (Even if answer is NO, A SEPARATE undertaking as per Annexure – VII MUST be submitted along with the qualifying bid.)	YES/NO. If please provide details
14	ANY OTHER INFORMATION CONTRACTOR MAY LIKE TO FURNISH (MAY BE FURNISHED IN SEPARASTE ENCLOSURE)	

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To be typed in the letter-head.

ANNEXURE –V

TERMS AND CONDITIONS

- i. Quotations will be received up to the stipulated date and time only.
- ii. The contractors are required to submit the complete Quotations only after reading each and every laid down condition.
- iii. The contractors must comply with all the terms and conditions of the contract.
- iv. Durgapur Chemicals Ltd. reserves the right to terminate the contract without assigning any reason to the contractor.
- v. Nobody except contractor's authorized representative shall be allowed to enter this office. Within the premises of this office, the contractor's personnel shall not do any private work except their assigned duties.
- vi. The contractor shall be solely responsible for payment of wages/salaries and other benefits and allowances to his personnel as applicable under any Act or order of the Government including Minimum Wages Act. This office shall have no liability whatsoever in this regard.
- vii. Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948, shall be taken by contractor. The Durgapur Chemicals Ltd. shall not entertain any claims arising out of mishap, if any, which may take place.
- viii. The contractor would be liable for ensuring compliance with the all rules and regulations as notified by the Government time to time.
- ix. The contractor is responsible for all kind of jobs.
- x. All your persons shall perform duty as per instruction of the authorised representative of Durgapur Chemicals Ltd.
- xi. **Tender Fee of Rs. 1200/- and Earnest Money Deposit of Rs. 10, 000/-** in the name Durgapur Chemicals Ltd. vide Demand Draft drawn on any schedule bank should be submitted along with bid documents as per date and time mentioned in the tender notice.
- xii. **The Performance Security Deposit of 10% of the contact value shall be submitted by the successful bidder by way of Bank Draft with in fifteen days from the start of the contract period.**
- xiii. Durgapur Chemicals Ltd. reserves the right to accept any bid other than the lowest or even rejecting all the bids without assigning any reasons thereof.
- xiv. All your persons engaged by the successful contractor shall have no claim whatsoever on Durgapur Chemicals Ltd. and shall not raise any industrial dispute directly with or against Durgapur Chemicals Ltd. in respect of their service conditions as long as they are engaged at Durgapur Chemicals Ltd. premises for execution of contract.
- xv. The Bids would be approved by the competent authority subsequent to compliance and also that it can be rejected without assigning any reason.
- xvi. It is made clear that the engagement of the contractor does not in any way confer any right to the contractor or the persons that may be deployed by him in this office for claiming any regular or part time employment in this office or any other Government Office.
- xvii. The contract will be awarded for five months from the date of entering into contract & the rates will be valid for five months.
- xviii. Payment terms: Monthly Bill to be submitted within 7th day of successive month. The following documents to be attached with the bill:
 1. Copies of the PF and ESI challans for the previous months must be attached along with the bills.
 3. Payment will be released within 15th day of the successive month.
 4. The contractor has to disburse wages to all your persons within 6th of the every month.

GENERAL TERMS AND CONDITIONS

1. **P R I C E:**

- a. Rate should be quoted on Firm basis during the entire contractual period or extended period of contract and not subject to any variation on any account.

2. **EARNEST MONEY DEPOSIT:**

- a. All tenders should accompany Earnest Money amounting Rs.5000/- (Rupees Five Thousand)only by means of Bank Draft drawn in favour of Durgapur Chemicals Ltd. payable at Durgapur. Earnest Money will not bear any interest.
- b. Earnest Money will be forfeited if the rates are revised/modified during the validity period or extended validity period of the order is not executed after the acceptance of the order is not executed after the acceptance of the offer by the Company or if any tenderer backs out after the Company has accepted the tender.

3. **SECURITY MONEY:**

Security deposit @ 10% of the amount of the bill for due fulfillment of the contract will be recovered/deducted from the monthly bill of the successful tenderer unloading work which will be released only after successful completion of the contract. The full amount of Security Money is interest free Earnest Money Deposit will be adjusted towards a portion of Security Deposit.

In the event of any upward revision of the value of the contract arising on account of increase in the materials or extension of the period of the contract, the increase of Security deposit for such may be deposited by successful tenderer so as to restore Security Deposit to full amount or amount of further deposit will be recovered from the bills of contractor.

The Security Deposit will be forfeited if the order is not executed after acceptance of order and/or rates are revised/modified during the validity period or extended validity period.

The Company reserves the right to adjust Security Deposit towards any amount due to it from the Contractor against their contract or against any other contract with the Company and in such event the contractor on receipt of notice from the Company shall make further deposit to restore Security Deposit to full amount or amount of further deposit will be recovered from your bills.

The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company should the contractor either fail to work as per schedule or to fulfill his contractual obligations or to settle ion full his dues to the Company.

The Company is empowered to deduct from Security Deposit or from any other outstanding amount, any sum that may be fixed by the Co. as being the amount of loss or losses or damages etc. suffered by it due to delay in performance or non –performance of any other condition of the tender/contract. The decision of the Company as to the losses or damages etc. suffered by it shall be final & binding upon the contractor. The Company will however not be found to prove any demonstrable loss, or damages etc. suffered.

The Company shall have a lien overall or any money that may become due & payable to the contractor under this contract or any the contractor or transaction of any other nature either all above or jointly with others and unless the contractor pays and clear the claim of the Company immediately on demand, the company shall be entitled at all times to deduct the said sum or debit due by the contractor from any money/security deposit which may have become due or payable to the contractor under this contract or any other contract or transaction whatsoever between the contractor and the company without prejudice and in addition to other rights of the Co. Company recover the amount of any such claim by other remedies legally available.

4. No Director or Official or employees of the Company shall in any be personally bound or liable 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 Act, Matters or things which are herein contained.
5. 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.
6.
 - a) The Company reserves the right to cancel the contract forthwith impounding any outstanding amount Security Deposit & other 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 Plant/Store or the 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 Security Deposit 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.
7. The successful tenderer shall not sublet or assign this contracts or any part thereof without obtaining prior written permission of the Company. In the event of sub-letting/assigning the contract or any part thereof without such permission, the Company shall have the right to cancel the contract & to get the job done from elsewhere and the contractor shall be liable to the Company for any loss or damage which the Company may sustain in consequence of or arising out of such cancellation. Even in case subletting is permitted by the Company, it will not recognized any contractual obligation with the person or party to whom the contract has been sublet and the successful tender will be held responsible for the satisfactory, due and proper fulfillment of the contract.
8.
 - a) The Contractor shall observe all 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. 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) All the employees/Workers engaged by the Contractor will be treated as employees of the contractor for all purposes. If at any time the Company is required to make payment/claim/compensation by virtue of any neglect of Act or for defaults etc. by the Contractor, the same may be recovered from the Contractor.
 - d) 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, State Insurance Act etc. etc. and should be prepared to submit then to Personnel Department/DCL if asked for. Photostat copy of Labour License & Labour Insurance also to be submitted to Personnel Deptt./DCL. The contractor shall have the proper License for carrying out the job.

- 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.
- e) 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.
- f) 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 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.
- g) The successful tenderer should submit bills in triplicate with supporting documents to concerned Deptt. after completion of month for verification & certification of bills & onward transmission to Accounts Deptt. for payment. The Company however reserves the right to withhold/refuse payment of any bill submitted by successful tenderer for the whole or part in case of work executed by successful tenderer is not found upto description directive/satisfaction of Deptt. 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.
- h) The contractor shall supply and provide at their own expenses all tools, tackles, appliances, implements viz. Shovel, Hammer, Crow Pick-axe, belcha, cane baskets & 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, Hand gloves, Dust Mask, Goggles, Helmets etc. and the contractors 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.
- i) 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 Security Deposit besides impounding the all 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.
- j) If the Company (DCL) incurs any loss of production, damages to any property or suffers any programme 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 amount due to the contractor plus for future or Security Deposit and can realize the loss from the contractor concerned. 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 Security Deposit and impound the outstanding amount due to the contractor besides penalty may be imposed, besides taking any other action as may be deemed fit by the Company.

- k) 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.
 - l) 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.
- 9.
- 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 period 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 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.
- 10.
- 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.

Only events of Force Majeure which affect the unloading work at the time of occurrence shall be taken into cognizance. The Company shall not be liable to pay an extra costs or increased rates due to delay under force majeure conditions only appropriate extension of time will be granted.
 - 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, shut down of Plant(s) Major breakdown of plants epidemical sickness, floods or other natural calamities etc. etc. which effect the production of the factory.
 - e) 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, shutdown & breakdown of Plants which may render lesser deployment of Labour.

11. a) Any notice hereunder may be served on the Contractor by Special Messenger/Registered Mail at his last known address. 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.
12. 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.
13. 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 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 basis of the same, while invoking the arbitration clause. There will be no objection if the arbitrator is an employee of the Company and 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 Arbitration shall be in Kolkata or such other place as the arbitrator at his discretion may determine.
14. Subject to clause no. 13 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.
15. The contract shall be governed by Laws of Union of India in force.
16. 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 possible to the parties' Original intent.
17. With the acceptance of this tender document with all its terms & conditions, the tenderers waive all and any of their conditions.

18. No female labourer should be detained for duty in the night shift and that no labour below the age of 18 (eighteen) should be engaged by the contractor or Durgapur Chemicals Ltd. List of employees should be submitted to the Concerned Deptt. for obtaining monthly Gate Pass from Security Department/DCL.
19. During the pendency of the contractual period, price escalation will be entertained under circumstances hike of Diesel price on prorata basis.
20. The contractor should liable for any loss/damages caused to the Company on account of omission, negligence misconduct on his part and/or his servants/employees/Agent Representatives and in such cases the Company reserves the right to impound the Security Deposit in part or whole and/or recover the same from the contractor.
21. 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.
22. Tenderers will have to accommodate the existing workers engaged with existing facilities they are enjoying from the last working under contractor.
23. The agreement may be terminated by either party by giving 3(three) months notice to the other party. Not withstanding what has been mentioned above, the Company shall have the right to terminate the contract forthwith if there is any breach of any terms & condition detailed herein or fails to carry out the job assigned to by concerned Deptt. on the part of contractor without paying any Compensation whatsoever besides DCL reserves the right to impound all outstanding amount, Security Deposit & others due to the Contractor without showing any reasons whatsoever.



DURGAPUR CHEMICALS LIMITED

(A Govt. of W.B. Enterprise)

P.O.Durgapur-713215,Dist.Burdwan

AN ISO 9001:2008 & 14001:2004 CERTIFIED CO.

PART – III

UNLOADING OF HYDRATED LIME, SODA ASH, BARIUM CARBONATE, SODIUM SULPHITE ETC FROM TRUCK/TRAILORS & SUBSEQUENT STACKING AT THE GODOWN AS PER DIRECTION.

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In addition to the general terms & conditions, the following terms & conditions and scope of work will also apply to the contract for the jobs as stated above.

- 1.1 The successful tenderer or his representatives shall have to report to the stores in every working day within 8 AM to be acquainted with the day to day jobs to be carried out in connection with unloading and stacking of Hydrated Lime, Soda Lime, Barium Carbonate, Sodium Sulphite etc.
- 1.2 Whenever the loaded trucks/trailors of Hydrated Lime, Soda Lime, Barium Carbonate, Sodium Sulphite etc. report to our works, the successful tenderer will have the responsibility to arrange unloading of the materials engaging requisite number of labourers so that total number of trucks entered in a day must be released within the day after unloading. Delay & detention of trucks/trailors over the night must not be allowed.
In case of detention of trucks/trailors over the night due to delay of unloading, the contractor engaged in this contract is liable to make payment of the detention charge to the transporter if claimed for.
- 1.3 The successful tenderer/contractor will have to arrange unloading of Hydrated Lime, Soda Lime, Barium Carbonate, Sodium Sulphite etc. of materials from all the loaded trucks entered within 7.30 AM
To 4 PM in consultation with stores.
After unloading, stacking of materials must be done in proper manner as per direction of stores or department concerned. In case of haphazard stacking, DCL is at liberty to impose penalty.
- 1.4 The successful tenderer will have to depute supervisor/supervisors during unloading and stacking of all the raw materials and others(packed in bags) who will keep constant watch on truck wise unloading and stacking and also arrange tagging of each truck wise lot after unloading. In case of rejection or supply of substandard materials, the contractor is liable to arrange segregation of the materials from the stacks.
In case the contractor fails to depute their supervisor during unloading, DCL will take penal action against the contractor, even withhold the payment. However the contractor will have responsibility to arrange unloading and stack in smooth way without any disturbance.

- 1.5 The tenderers, who have their main office in Durgapur may be allowed to participate in the tender. This is required for better communication with the successful tenderer for day to day programme and properly execution of the jobs.
- 1.7 On the acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instruction from the Officer-in-charge shall be communicated with due authorization.
- 1.8 The estimated quantity of Hydrated lime is approx. 4000 MT/Year. The quantities are tentative, it may increase and that to be accepted by you, or may decrease due to shut-down/stoppage/break-down of plant/plants, change in or modification of manufacturing process and even the exigency may arise due to trouble in plant and for any other cause or causes due to force majeure circumstances. In view of above, the company does not bind itself for making good any loss/losses that may have to be incurred by the contractor.
- 1.9 The contractor shall supply & provide all materials at his own cost, tools appliances, implements etc. for the proper execution of work. The contractor shall also provide all necessary safety appliances, viz. Gum Boot, Hand gloves, Dust-mask, Goggles, Helmet etc. and the contractor should take adequate steps to ensure proper use of appliances by those concerned. The contractor shall also have to follow the factory rules prevailed in our work during execution of jobs.
- 1.10 The acceptance of tender will vest with the management of DCL who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason thereof.
- 1.11 If the contractor fails to carry out the job assigned to them, the company reserves the right to forfeit the security deposit and 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.
- 1.12 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 liberty to realize the same from the contractor concerned. Further, Company may impose penalty or any other action as may be deemed fit by the Company and may also forfeit the security money.

2.0 **OBSERVANCE OF RULES AND REGULATIONS:**

The contractor shall be liable for any loss/damages caused to the Company on account of any omission, negligence, misconduct on his part and/or his servants/employees/ Agent/ Representatives and in such cases the company reserves the right to impound the Security Deposit in part or whole and/or recover the same from the contractor. Not only that the company may take legal action against you as deemed fit.

3.0 **TERMINATION OF CONTRACT:**

The Agreement may be terminated by either party by giving 3(three) months notice to the other party.

Notwithstanding, what has been mentioned above, the company shall be the right to terminate this contract forthwith if there is any breach of any of the terms and conditions detailed herein in Part-I/Part-II/Part-III and or fails to carry out the job assigned to by concerned Deptt. on the part of the contractor without paying any compensation whatsoever but also may impound all outstanding amount, Security Deposit & others due to contractor as per discretion of Management.

4.0 **LEGAL DOCUMENT:**

The terms and conditions as mentioned herein in Part-I, Part-II & Part-III will form part of the Legal Documents for the contract with the contractor(s) and will be binding on him/them.

5.0 **SUBMISSION OF BILL FOR PAYMENT:**

Bills in triplicate raised on monthly basis with all supporting documents as below shall be furnished to the Consignee i.e. HOD(Stores & Purchase)/Stores Officer, Durgapur Chemicals Limited, P.O.Durgapur-713215, Dist. Burdwan (West Bengal) so that the payment is released within 30 (Thirty) days from the date of receipt of the Bill.

The Company however, reserves the right to withhold/refuse payment of any bill submitted by the contractor for the whole or part in case work executed by transporter is not found upto the description/direction/satisfaction of Stores-in-Charge of Durgapur Chemicals Limited. Absolving of responsibility in so far as execution of the work will not be tolerated and action as per contractual agreement will be enforced by the Company.

To be typed in the letter-head.

ANNEXURE –VI

UNDERTAKING BY THE BIDDER

1. I/We undertake that my firm M/s..... has not been blacklisted by any Central Govt. Department/State Govt. department/Public Sector Undertaking.
2. I Son/Daughter/Wife of Shri Proprietor/Partner/Director/authorized signatory of M/s an competent to sign this declaration and execute this tender document:
3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
4. The information/documents furnished along with the above application are true and correct to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under application/appropriate law.
5. I understand that in case any deviation/wrong statement is found in the tender documents at any stage, my concern/firm/co. shall be blacklisted and shall not have any dealing with Durgapur Chemicals Ltd., in future.

-----XXX-----

To be typed in the letter-head.

ANNEXURE –VII
PERFORMANCE REPORT OF CONTRACTOR

(TO WHOM SO EVER IT MAY CONCERN)

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

.....

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

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

Seal of the Client of the bidder:

Date: