



DURGAPUR CHEMICALS LIMITED

(A GOVT. OF W.B. ENTERPRISE)
P.O.DURGAPUR-713215, DIST. BURDWAN
AN ISO 9001:2008 & 14001:2004 CERTIFIED CO.

CIN No. U 24119WB1963SGC025873

(NOTICE INVITING TENDER)

Ref no. DCL/KOL/GMC/TRANSTEND/15-17.

Dated: 10.02.2015

Sealed tenders are invited in TWO-BID system from the reputed, bonafide and resourceful transport operators for road transportation of following products by tankers/trucks from DCL Works, Durgapur to different destinations within the State of West Bengal and outside the State of West Bengal.

Sl. No.	Products to be Transported	Tentative Qty/ In M.T./ NM ³ / Year	NIT Ref. No.	Due date of opening of Techno Commercial bid
01.	Caustic Soda Lye in MS/SS /rubber lined tankers	27914	DCL/KOL/GMC/TRANSTEND/ 1/ 2015-17	27/02/2015
02.	Hydrochloric Acid in Rubber Line Tankers	32000	DCL/KOL/GMC/TRANSTEND/ 2/ 2015-17	27/02/2015
03.	Liquid Chlorine in Loose Cylinders	4011	DCL/KOL/GMC/TRANSTEND/ 3/ 2015-17	27/02/2015
04.	Stable Bleaching Powder in Truck	4958	DCL/KOL/GMC/TRANSTEND/ 4/ 2015-17	27/02/2015
05.	Hydrogen Gas in Loose Cylinders & Truck mounted manifolds	6 Lacs in NM ³	DCL/KOL/GMC/TRANSTEND/ 5/ 2015-17	27/02/2015
06.	Sodium Hypochlorite in Rubber lined Tankers	6055	DCL/KOL/GMC/TRANSTEND/ 6/ 2015-17	27/02/2015
07.	Sodium Penta Chlorophenate in Trucks	120	DCL/KOL/GMC/TRANSTEND/ 7/ 2015-17	27/02/2015

Tender documents shall be obtained from our official website of Durgapur Chemicals Ltd. from 10/02/15 on submission of (a) Credentials towards execution of similar type of transportation work, (b) Latest valid Income Tax clearance Certificate/ Return, (C) Tender fee of Rs. 1000/- per set of tender document through draft drawn in favour of " DURGAPUR CHEMICALS LIMITED " payable at Kolkata/Durgapur. EMD and other details shall be available from the respective Tender documents. Last date of submission of Tender (duly filled in) is 25/02/2015 upto 3.00 P.M. at the Office of the undersigned at Durgapur Chemicals Limited, Kolkata Office/Durgapur Works. The tenderers who qualify in the Techno-commercial bid will be intimated to participate in the Price-Bid to be opened on 10/03/2015 at 11.00 A.M. at Kolkata Office. You may also reach us by mail : chemicalsdurgapur@gmail.com or by Phone :8170017903/033-22871558. Company reserves all the right to accept or reject any or all tenders without assigning any reason thereof.

(Vimal K. Mundhra)
General Manager(Commercial)
Durgapur Chemicals Limited

DURGAPUR CHEMICALS LIMITED

(A GOVT. OF WEST BENGAL ENTERPRISE)

DURGAPUR - 713215

TENDER DOCUMENTS

TENDER DOCUMENTS FOR ROAD TRANSPORTATION OF CAUSTIC SODA/HYDRO CHLORIC ACID/LIQ. CHLORINE/STABLE BLEACHING POWDER/SODIUM PENTA CHLORO PHENATE/HYDROGEN GAS / SODIUM HYPOCHLORITE EX.-DURGAPUR CHEMICAL LTD., DURGAPUR TO VARIOUS DESTINATIONS IN RUBBER LINED /S.S./M.S. ROAD TANKERS/TRUCKS.

TENDER DULY FILLED IN & SEALED TO BE SUBMITTED TO :

GM COMMERCIAL

DURGAPUR CHEMICALS LIMITED

(A. Govt. of W.B. Enterprise)

Kankaria Estate

6, Little Russell Street)2nd floor)

Kolkata – 700071

OR

DURGAPUR CHEMICALS LIMITED

(A. Govt. of W.B. Enterprise)

Haneeman Sarani, Durgapur -713215

TO REACH WITHIN THE DUE DATE & TIME AS MENTIONED IN THE TENDER NOTICE AND TENDER DOCUMENTS

IMPORTANT

1. TENDER TO BE SUBMITTED IN TWO BID SYSTEM & MUST BE FREE FROM QUALIFICATION/CONDITION/AMBIGUITY
2. NO PARTY CAN PARTICIPATE IN THE TENDER WITHOUT HAVING PURCHASED OUT TENDER DOCUMENTS.
3. COMMERCIAL BID SHALL CONSTITUTE DOCUMENTS VIDE PART - I, PART - II & PART - III.
4. PRICE BID SHALL CONSTITUTE DOCUMENT VIDE ANNEXURE 'A' AND TO BE SUBMITTED IN DUPLICATE

C O N T E N T S

- PART - I** : Instruction to Tenders - Page 4-7 (4 Pages)
- PART - II** : General Terms & Conditions - Page 8-14 (7 Pages)
- PART - III** : Special Terms and Conditions - Page 15-25 (11 Pages)

A N D

- Annexure-‘A’** : Format of Price Bid
- Annexure-‘B’** : Format of Declaration
- Annexure-‘C’** : Format of Experience
- Annexure-‘D’** : Earnest Money deposit and Security deposit for all products.
- Annexure-‘E’** : Special Instruction / Transportation of Hydrogen Gas.
- Annexure-‘E’** : Special Instruction for Transportation of Chlorine.

The particulars of the concern are given below :

A. Name of the Tenderer : _____

B. Address : _____

C. Telephone Nos. : Head Office : _____

Branch : _____

Residence : _____

Mobile : _____

D. Fax No. : _____

E. E-mail ID : _____

Thanking you

Yours faithfully,

(NAME OF THE TENDERER WITH SEAL)

Date:

DURGAPUR CHEMICALS LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)
DURGAPUR - 713215

PART - I

INSTRUCTION TO TENDERERS

1. GENERAL:

- a. The tender should be submitted to the GM-Commercial, Durgapur Chemicals Ltd. (A Govt. of West Bengal Enterprise), Kankaria Estate 6, Little Russell Street)2nd floor) Kolkata – 700071 **OR** Haneeman Sarani, Durgapur -713215 within the due date.
- b. An offer made in response to the Tender documents when accepted by Durgapur Chemicals Ltd. (hereinafter referred to as the Company) will constitute a contract between the parties with reference to the terms & conditions of the Tender Documents.

1. SUBMISSION OF TENDERS:

- a. Every Tender shall be filled in English in capital letter. The tendered should indicate the rate both in figures and in words. If there is any difference noticed, the rate quoted in words shall prevail. There should not be any over-writing in the tender documents for Corrections/alterations/deletion, if there is any it should be signed by the Tenderer. The words “NOT QUOTED” should appear against the item/s for which the Tenderer is not interested to quote.
- b. Tenders are to be submitted in **TWO BID** system.
 - (i) PARTNERSHIP FIRM submitting the Tender must be signed by each Partner separately and in absence of any such Partner, by a Partner having a Power of Attorney in his favour to do so. True copy of Partnership Deed should be submitted with the tender documents.
 - (ii) Tenders received after the specified due date as mentioned in NIT are liable to be rejected. However, the company reserves the right to apply its discretion if necessary.
- c. Only bank approved/resourceful/bonafied transporters shall qualify for tender.
- d. The tender documents with terms and conditions contained in PART - I, PART - II & PART - III duly signed on each page with seal of the Tenderer shall be submitted in the specified address along with documents as mentioned in clause - 2 (g) together with Annexure.

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- e. No withstanding anything contained in the tender notice, the company reserves its right to withdraw the same or reject all the Tenders received without assigning any reasons thereof and the tenderer shall not be entitled to claim any cost, charges, expenses or incidentals for or in connection with the preparation of the Tender and/or submission thereof.
- f. This tender document is valid for all the products of the company. Tenderer willing to quote for more than one product should submit separate tender for each product in separate cover marked with the name of the product.

IMPORTANT (Some points are not applicable for existing transporters)

- g. Tender shall submit the under-mentioned documents along with the tender.
 - (i) Copy of latest Income Tax Clearance Certificate / Return.
 - (ii) Documentary evidence of same / similar transporting job done in the recent past.
 - (iii) Statement showing the transportation works in hand.
 - (iv) Statement showing number of Tankers owned indicating its Registration Nos. with corresponding Explosive Licence reference.
 - (v) Evidence showing that the tenderer is a bank approved transporter.
 - (vi) Canvassing in any form by the tenderers shall be considered as an offence and the tender/s shall be liable to be rejected on the ground of such as offence.

3. OPENING OF TENDER:

- a. Tenders will be received upto 16.00 hours of the due date of opening as mentioned in the tender notice at the office of Kolkata - 700 071 **OR** Haneeman Sarani, Durgapur -713215 and Tenders will be opened at 15.00 hours mentioned in the Tender Notice No. DCL/KOL/GMC/TRANSTEND/2015-17 GM-Commercial, Durgapur Chemicals Ltd., (A Govt. of West Bengal Enterprise), in the office of GM-Commercial at aforesaid address in presence of the tenderers who may choose to be present by person or by representative at the time of opening.

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b. **CLEAR UNDERSTANDING:**

Tender submitting tenders in response to Tender documents of the company shall be deemed to have understood fully the requirements, terms and conditions of the Tender documents. The questions of extra payment on the pretext that the tenderer did not have a clear idea of any particular point shall not be entertained.

c. **VALIDITY OF OFFERS:**

Tenders shall remain open for acceptance for 120 days from the date of opening. No revision modifications of the tender shall be allowed during the validity of the tender or during the period extended to finalize/awarding the contract.

4. **GENERAL & IMPORTANT:**

a. The company reserves the right in its sole and unfettered discretion.

(i) to accept any tender for whole or in part or to reject any or all tenders without assigning any reason thereof.

(ii) to award the contract to one or more number of firms either at equal rate or at different rates.

(iii) to enter into parallel contracts simultaneously or at any time during the period of contract with one or more tender(s) as the company may think fit.

(iv) To place ad-hoc work order simultaneously or at any time during the period of contract with one or more tender(s) for such area/location, quantity and for such amount and for such works as the company may think necessary.

b. Tenders are advised to quote their most competitive and lowest rates at their own interest. However, the company reserves the right in special cases for considering any tender solely at its discretion.

c. The company does not bind itself to accept the lowest tender or assign any reason for non acceptance of the same. **If any tenderer quote the lowest rate for any destination and failed to place the tankers/trucks for delivery of maximum quantity of materials to that destination, the work order of the said tenderers shall liable to be cancelled and EMD Security Deposit shall be forfeited.**

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d. The firm who had failed to fulfill earlier contractual obligations or **having credentials not upto the satisfaction may not be considered.**

e. The work order resulting from the tender or any amendments thereto issued subsequently including the tender documents shall constitute the entire agreement relating to tender between the parties involved.

5. The company shall mean Durgapur Chemicals Limited and shall include Administrative and Executive Officers of its registered Office at 6, Little Russell Street, Kolkata - 700071 as well as its factory at Durgapur - 713215, Dist. Burdwan who are authorized to deal with the matters relating to the contract on behalf of the Company.

6. The issue of the Tender documents does not automatically mean that the tenderer is qualified to tender.

DURGAPUR CHEMICALS LIMITED

(A GOVT. OF WEST BENGAL ENTERPRISE)

DURGAPUR - 713215

PART - II

GENERAL TERMS AND CONDITIONS

1. SCHEDULE OF RATES :

- a. Rates are to be quoted in the manner as mentioned in Annexure 'A' of Part - III.
- b. Rates are to be quoted on firm basis to remain valid during the contractual period including the period extended and will not be subject to any revision on any conditions & account. The escalation of rates due to increase in prices of fuel declared by Government, however, may be considered on the basis of a formula evolved by the company for such increase or as a percentage (%) of the accepted rate to be decided by the company, without assigning any reason thereof for decrease in fuel price, the rate shall be decreased proportionately.
- c. The company reserves the right to apply the applicable rate for destination specifically mentioned in the Tender to any other destination within a radius of Twenty (20) kilometers of the same. This applies for all destinations.
- d. Road Tax, Entry Tax, Goods Tax and all other taxes / levies / surcharges that are / may be imposed during contract period by any Central / State or other bodies will be borne by the transporter.

2. BILLING :

As per Clause No. 11.0 of PART - III, of the Tender documents.

3. EARNEST MONEY:

- a. All tenderers including the Bank approved transporters shall furnish Earnest Money Deposit (EMD) for an amount as Specified in **Annexure - D** in the tender notice by way of Bank Draft/Pay order Bankers Cheque drawn in favour of Durgapur Chemicals Ltd. payable at Durgapur. The tenders received without EMD as specified in the Tender Notice shall be liable to be rejected. Earnest Money to be submitted along with the "COMMERCIAL BID" (For existing transporters, the EMD may be adjusted from their earlier EMD if any).
- b. The Earnest Money shall liable to be forfeited if the job (as detailed mentioned in the scope of work) is not executed after acceptance of the offer by the tenderer.
- c. If the tendered withdraw after the company has accepted their / his tender, the company shall consider such act of the tenderer as an act of default and may forfeit the EMD with due intimation.
- d. The EMD shall be refunded to the unsuccessful tendered after finalization of the tender.
- e. The earnest money deposited shall not bear any interest & other income.

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4. **SECURITY DEPOSIT :**

- a. The successful tenderers shall furnish Security Deposit by way of Bank Draft/Bank Guarantee in favour of Durgapur Chemicals Ltd. Bank Guarantee will be as per the format to be supplied by the Company. The deduction @ 10% from the transportation bills (running) of the said transporter towards Security Deposit may also be considered. The maximum amount of Security Deposit shall upto the limit of Rs. 5,00,000 (Rupee Five Lacs, & for C.S.Lye 2.5 lacks should be paid initially) for an individual transporter.
- b. The failure of furnish the Security Deposit in accordance to the above within 15 (fifteen) days from the date of awarding the contract/work order shall render the transport contract/work order for termination and the company shall liable to forfeit the EMD with the right to take resource to re-tendering at the cost of the transporter.
- c. The EMD may be adjusted again the Security Deposit in case of successful tendered.
- d. In the event of revision of the value of the transport contract upward, the amount of Security Deposit shall increase by such sum as may be decided by the Company.
- e. The Security Deposit will not bear any interest. The company reserves the right to adjust the Security Deposit towards recovery of any amount due to it from the transporter under the contract and the transporter on receipt of such a claim shall make further deposit / restore the Security Deposit for the due amount.
- f. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company. If the transporter(s) fail to transport 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.
- g. The company is 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 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 transporter. The company shall not be bound to prove any demonstrable loss or damages suffered by it.
- h. The Company shall have a lien over all or any money that may become due and payable to the transporter under the contract for the recovery of the claim on the transporter's account under the terms of the law.
- i. In case any transporter wants to close their transport operation with us and they should apply for refund of their Security deposit/ outstanding deposit , the same will be released only after getting official approval from our Marketing Department.

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5. MEMBERS OF THE COMPANY NOT INDIVIDUALLY LIABLE :

No Director Official or Employee of the company shall in any way be bound or liable personality for the acts or obligations of the company under the contract or answerable for any default or commission in the observance or performance or any of the acts matters or things, which are herein contained.

6. COMPANY NOT BOUND BY PERSONAL REPRESENTATIONS :

The transporter shall not be entitled to any increase in the rates or any other right or claim for whatsoever reason of any representation 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.

7. NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT/ RIGHTS OF "COMPANY" :

- a. The COMPANY reserves the right to cancel the contract if the transporter fails to carry out the jobs assigned to them as per the contract and as per the instructions given by the authorized representative of the COMPANY.
- b. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the tendered, 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 then may incur, render the tenderer to cancellation of the contract, forfeiture of Security Deposit and also to payment of any loss resulting from any such cancellation and the COMPANY shall be entitled to deduct the amount so payable from money's otherwise due to the tenderer under this or any other contracts. Any questions or dispute as to whether the tenderers have incurred may liability under the clauses shall be settled by the COMPANY in such manner and on such evidence or information as they may think fit sufficient and their decision shall be final / and conclusive.

8. SUB-LETTING OF CONTRACT :

The successful tenderer shall not sub-let or assign this contract or any part thereof without obtaining prior written permission of the COMPANY in the event of sub-letting/assigning the contract or any part thereof by the transporters without permission, the COMPANY shall have the right to cancel the contract and to get the job done by some other transporter and the party in the contract 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 sub-letting is permitted by the COMPANY, it will not recognize any contractual obligations with the person or party to whom the contract has been sub-leted and the successful tenderer shall be held responsible for the satisfactory, due and proper fulfillment of the contract.

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9. TRANSPORTER'S SUBORDINATE STAFF AND THEIR CONDUCT :

The transporter shall ensure to the satisfaction of the operation-in-charge of the company that the authority levels, qualifications, conduct & experience of his staff at SITE are fully adequate for the work.

10. COMPLIANCE OF RULES & REGULATIONS :

- a. The contractor shall observe all the Rules/Regulations of the Central and State Government and the Local Authorities which is related to transportation of Hazardous chemical/materials by road and shall clear all taxes/road taxes/goods tax etc. as levied by the authorities. If any branch of the said Rules/Regulations/Order is committed by them they shall be solely responsible for such lapses including financial liabilities.
- b. All persons employed by the transporter including the drivers and clearance of the tankers shall be instructed by the transporter to observe strictly all the road safety regulations prescribed by the Government for movement or Hazardous materials in tankers into the factory of the Company or at delivery point or on road and if any person commits such breach of any of the regulations the company may disqualify that person from rendering the services.
- c. All the employees/workers engaged by the transporter shall be treated as employees of the transporter for all purposes. If at any point of time the COMPANY is required to make payment / claim compensation by virtue of negligence in compliance of law of the land by the transporter, the same shall be recovered from the transporter.
- d. The transporter shall abide by the Contract Labour (Regulation & Abolition Act.)
- e. The transporter shall abide by or observe all the provisions of any Central or State enactments covering their employees.
- f. If nay damage is caused to any property or any injury is caused to or death occurs of any person in the factory or anywhere else due to any person employed by the transporter, the transporter, shall be liable for damages or for compensation in respect thereof and shall indemnify the COMPANY and keep the COMPANY indemnified against all losses, damages, costs, charges, expense and also liability of whatsoever nature and kind which the COMPANY may incur, sustain & suffer or be part to in consequence or by any reason of such damage, injury or loss of life.

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- g. If any damage is caused to any of the transporter's tanker(s) or any injury is caused to or death occurs to any person employed by him in connection with the performance of this contract, due to negligence of any person employed by him or due to whatsoever reasons(s), the company shall not be liable for damages, or for compensation in respect thereof under the Workmen's Compensation Act or otherwise and the transporter 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 be put in consequence or by reason of such damage, injure or losses of life.

11. CHANGE IN CONSTITUTION :

- a) Where the transporter is a partnership firm, a new partner shall not be introduced in the firm, except with the previous consent in writing of the company which may be granted only upon furnishing of 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) On the death or retirement of any partner of the transporters firm before completion of performance of the contract, the COMPANY, may at its option, cancel the contract and in such case, the transporter shall have no claim whatsoever for compensation against the COMPANY.
- c) Without prejudice to any of the rights or remedies under this contract, if the transporter 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.

12. FORCE MAJURE :

- a) If at any time during the continuance of the agreement / contract it becomes impossible by reasons of war or war-like operations, Strikes, Lockouts, Riots, Civil Commotions, Epidemical Sickness, Pestilence, Earthquake, Fire, Strom or Floods, the contractor shall, during the continuance of such contingencies, not be bound to execute the contract during this period as per the agreement / contract.

This work shall be resumed immediately after the contingency (ies) has(have) ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall, however, inform to the company by Registered Post about such Acts at the beginning of such causes of delay within 7 (seven) days of such occurrence. Similarly the Transporter shall also inform the company about cessation of such work or such occurrence under force majeure conditions, in similar manner.

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- b) In the event of delay lasting over a month, arising due to CLAUSES of FORCE MAJEURE, the COMPANY reserves the right to cancel the order/contract without any compensation, whatsoever, and or any consequential loss etc.
- c) Only event of Force Majeure which affect the transport work at the time of its occurrence shall be taken into cognizance. The COMPANY shall not be liable to pay any extra costs or increased rates due to delay under force majeure conditions. Only appropriate extension of time will be granted.
- d) The COMPANY reserves the right to suspend the contract due to any one of the following reasons until the position returns to normal or even to terminate the contract if it is beyond its control.

“Strike, Lockout, Break-down of the plant & Non-availability of raw materials or any other natural calamities which affect the production in the factory.

13. NOTICE :

- a) Any notice hereunder may be served on the transporter by Special Messenger / Registered Mail / at the address given by the transporters. Proof of issue of any such notice should be conclusive having been duly informed.
- b) All notices, communications, reference and complaints of the transporter should be addressed to the proper authority at the COMPANY's office or at the concerned factory in writing only and should be sent by Registered A/D post or renowned courier.

14. DISPUTE UNDER THE CONTRACT AND ARBITRATION :

- a) in the event of any questions, dispute, or difference arises in respect of the meaning and scope of terms and 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 and conditions), the same shall be referred to the sole Arbitration to an officer of Durgapur Chemical Ltd. Kolkata/Durgapur appointed by its Managing Director. The transporter shall furnish to the COMPANY details of such disputes item-wise and with reason based on contract conditions 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 he, at any time in discharge of his duties as an employee has expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.
- b) The Arbitrator may from time to time, with the consent of all the parties to the contract, extend the time for making the award.

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- c) Subject as aforesaid, the Arbitration Act, the Rules there under and any statutory modifications thereof for the time being in force shall apply to the Arbitration proceeding under this clause.
- d) Performance of the contract shall to the extent reasonably possible to continue during the pendency of the arbitration proceedings and any amount due from one to the other parties herein, shall not be withheld on account of pendency unless such payment relates to the matter under Arbitration.
- e) The venue of the arbitration shall be at Kolkata & such other place as the arbitration at his discretion may determine.

15. JURISDICTION :

Subject to clause no. 14 above, it is hereby agreed that, Courts at Kolkata alone shall have jurisdiction to decide or adjudicate upon any disputes, which may arise out of or be in connection with this agreement.

16. LAWS GOVERNING THE CONTRACT :

This contract shall be governed by the Laws of union of India in force.

17. WAIVER NOT TO REPAIR THE RIGHTS OF THE COMPANY :

- a) Non-enforcement by either party of any of the provisions of the contracts shall not constitute as a waiver of the provision itself or any subsequent breach thereof.
- b) The validity of the contract shall not be affected if one or more of its stipulations be or become invalid. In such case, the parties shall negotiate in good faith to replace the invalid clause by a stipulation which is in accordance with the applicable law and which shall be as close as possible to the parties original intent.

18. CONDITIONS GIVEN BY TENDERERS :

With acceptance of this tender document with all its terms and conditions, the tendered waive all any of their conditions.

DURGAPUR CHEMICALS LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)
DURGAPUR - 713215

PART - III

SPECIAL TERMS AND CONDITIONS

In addition to the general conditions of Tender documents in Part - I and part - II, the following special conditions shall apply to the contract for transportation of the materials, Special conditions given shall apply to the contract for transportation of the materials. Special conditions given shall prevail upon the conditions in Part - I and Part - II, if any conditions contained herein is found to be in contrary to those mentioned in Part - I and Part - II.

1.0 SCOPE OF WORK (i.e. Transporter's Responsibility)

Sealed tenders in duplicate (price Bid as per prescribed format as in Annexure 'A') are invited from experienced, reputed and financially sound transporters for road transportation of various product (purely tentative quantity) of the Company, from Company's factory at Durgapur to our different buyers on DOOR DELIVERY BASIS.

- 1.1 The Company's General Manager (Commercial) or any other officer authorized in his/their behalf shall inform/issue necessary instruction/order for placement of TANKERS/TRUCKS /TRUCK MOUNTED MANIFOLDS at the Company's factory at Durgapur as and when necessary. The transporter shall, therefore, keep in touch with the concerned officer from time to time for execution of the work under the contract.
- 1.2 The transporter on receipt of the instruction/order shall place the tanker(s) as soon as may be demanded but not later than 48 hours form the time of intimation failing which the work order under the contract shall be liable to be terminated.
13. a) The tanker/s placed by the transporter must have valid papers - BLUE BOOK, TAX TOKEN & INSURANCE CERTIFICATE etc. and must be clean and fit for use transportation.
- b) The tanker/s should not have any unwanted fittings inside the tanker or any concealed chamber. Notice of such device at any point of time shall lead to dispute / litigation, the responsibility of which shall lie absolutely with the transporter.

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- c) The transporter shall ensure that the tanker/truck placed are clean and fit for loading. As such if the loaded material in the tanker is found to have been contaminated at any point of time during the course of transportation job under the contract, the responsibility shall lie on the transporter owning to rejection of materials due to contamination and the invoice value to be recovered from the transporter in such cases.
- d) The transporter shall ensure that each & every tanker of C.S. Lye should be provided with ½” dia and “U” shaped of Vent/Air Pipe, failing which Company will not allow the tanker to enter inside the factory.
- e) The transporter shall ensure for providing of Single Chamber tankers for transportation of Caustic Soda as per requirement of customer like **HPL, MCCPTA, NALCO, VEDENTA – JHARSUGUDA, IOCL-PARADEEP etc.** in other destinations may shall provide the multiple chamber or single chamber tankers for carrying C.S. Lye.

1.4 The transporter shall deliver the materials i.e., to be carried in the Tanker(s) / trucks so placed for eventual delivery thereof to the Company's buyer(s) as mentioned in Delivery Challan handed over to them. The transportation should be made in normal time required to cover the distance from the place of loading to the place of delivery / unloading.

1.5 The customer shall take the delivery of the material from the transporters at destination point / station and sign the Delivery Challan set to hand over the copies back to the transporter after retaining the copy/copies marked for them. The transporters must return the signed Challan copy/copies to the Company's General Manager (Commercial)/Officer-in-charge of dispatch section at Durgapur in due time as a proof of delivery of the material to the consignee. Failure to return the delivery challans in due time shall be construed as non-delivery and actions shall be taken against the transporter for recovery of loss/damage that the Company may suffer in consequence thereof.

The receipted challans must be returned within 7 days from the date of receipt of the material by the customer, failing which the company may impose penalty as may be deemed fit and the same may be recovered from pending bills or Security Deposit.

1.6 The transporters must chalk out the programmes commensurate with the Company's requirement as intimated in the instruction/order issued to them so that the Tankers/Trucks/Manifold may remain on rotation on a regular basis in order to delivery of the materials as per the schedule of the customer. For that purpose, the Company shall prefer to have a liaison office of the transporter at Durgapur or at least a liaison representative of the transporter for better co-ordination with the company and they may have to engage 15-20 tankers or more on rotation solely for the purpose of execution of the job of the Company for such destination under the contract. The delivery of material to Company's buyers being subject to change intimate by them by Telephone/Fax/Telex/E-mail, the increase/decrease in frequency of the tankers.

1.7 The normal time shall mean the transit time as furnished by the transporter in the tender unless the transporter informs in writing the reasons for delay in delivery which must be acceptable to the Company.

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- 1.8 It shall be the sole responsibility of the transporter to delivery the Consignment/material in safe and sound condition i.e. in exact quality and quantity to the Consignees. It shall, therefore be the responsibility of the transporter to take care, skill and caution during transit as well as during loading & unloading to avoid any damage/pilferage/leakage due to any reason whatsoever to ensure safe and sound delivery of the consignment at the destination /delivery point to the entire satisfaction of the Consignees.
- 1.9 It shall be responsibility of the transporter to ensure that they are not negligent in discharging their duties/responsibilities.
- 1.10. a) The delivery of the materials shall refer to the delivery of the material-quantitative and qualitative as indicated in the Delivery Challan of the Company. Therefore the transporter shall ensure that the CONCENTRATION mentioned in the Delivery Challan must not differ with the concentration of the material delivered. This point must be strictly adhered to.
- b) The company shall draw three sealed samples of the materials being supplied. Out of three sealed samples, the Central laboratory Deptt. shall remain one at D.C.L. Durgapur.

In respect of delivery of the material C.S. Lye/HCL in tankers (refer to in clause 1.10 (a) above) the Company's Despatch WING shall provide the transporter with the remaining two sealed samples (in bottles) in respect of the materials delivered to the transporter in tankers. The transporter shall hand over one sealed sample bottle to the CONSIGNEE IN-TACT CONDITION. The other bottle shall be kept by the transporter at their end. If the test result of the material in tanker (to be tested by the Consignee) in respect of concentration differs with the concentration mentioned in the Delivery Challan, penal action on the transporter shall be levied in terms of clause 1.13 (a) appearing hereunder. If the sealed sample to be handed over to the Consignee is tampered, the Company reserves the right to recover the entire cost of the material of the consignment in question besides other actions, as the Company shall deem fit and proper. Such recovery shall, however, take place in the event a dispute is raised by the consignees in respect of concentration & quantity of the material delivered to them.

- 1.11. The quantity and the concentration of the material delivered shall be recorded in the Delivery Challan by the Consignee at the time, the delivery takes place. The concentration & quantity recorded therein and challans handed over to the transporter for return to the company, shall be taken as final and binding both on the transporter and the Consignee.
- 1.12. Under the Carriers Act, the transporters shall be responsible to compensate for the loss/damage to the consignment including non-delivery of the entire consignment. Loss/damage refers to the quantity/quality of the material specified in the Delivery Challan of the Company. The quality of the material shall mean the CONCENTRATION.

Cont...

- 1.13. a) In case it is found that the concentration of the material delivered to the consignee by the transporter differs with the concentration of the material received by them at the loading point that is what is specified in the Delivery Challan, the transporter shall bear the cost of the material, arrived by way of concentration difference.
- b) In case it is found that the receipted quantity of the material is less than the quantity of the material mentioned in the Delivery Challan, the transporter shall bear the cost of the material that is the cost of the material calculated as per the concentration mentioned in the Delivery Challan.
- c) If any contingency arises leading to non delivery of the consignment/rejection of the material due to variation in concentration beyond a limit acceptable to the Consignee(s) the transporter shall bear the total cost of the entire material/consignment including the cost of transportation and penalty should be imposed on the basis of highest price in the said month or 50000 whichever is highest. The transporter shall not be allowed to return the rejected material to the company under any circumstances.

In case of any rejection/short receipt of material by any buyer outside West Bengal, the differential Sales Tax liability has to receive from each transporter against each consignment due to non receipt of C Form of that equivalent deducted amount.(i.e. Present rate of CST @ 2% against C Form is charged to party in case we don't receive C Form for any Rejection/Shortage, then differential 3% Sales tax will be recovered from transporter.

- d) The recovery of the amount arising out of clauses as at 1.13 (a) (b) & (c) shall be made from the running bills of the transporter for transportation of the material. Company, however, reserves the right to recover the amount due to it from the Security Deposit and/or by legal action as deemed necessary.
- 1.14. a) The rejection of the material and for that matter payment of compensation as Aforesaid does not absolve the responsibility of the transporter under the contract. The company reserves the right to enforce/institute such legal action against the transporter, as the company shall deem fit and proper.
- b) For rejection of the material and for that matter any lawful action on the part of the Consignee shall lies on the transporter absolutely and the company shall not be a PARTY to the action taken by the Consignee(s) against the transporter.
- c) It is explicitly declared that if any dispute arises between the Consignee(s) and the transporter in respect of material, such dispute shall be sorted out by the transporter themselves without any extra cost repercussion to the Company.

Cont...

- 1.15. The loading of the material / consignment in the TANKER/s shall be the responsibility of the Company and unloading thereof at the destination shall be the responsibility of the Consignee(s) / Purchaser(s)
- 1.16. Under no circumstances, the transporter shall abandon any tanker at the premises of the Company's buyer in which event the Company shall be constrained to request the buyer to hand over the disputed tanker to the Local Police authorities of the concerned buyer without any cost/legal repercussion to the Company.

The word "Customer(s)", Consignee(s) and "Purchaser(s)" as appearing in the above paragraph shall have the same meaning.

2.0. INSURANCE

The material/consignment delivered to the transporter for onward transportation to the consignee on door delivery basis shall remain insured during transit. The shortage of material by way of concentration difference is not covered under insurance. Similarly shortage in quantity delivered arising out of leakage or any other reason is not covered under transit insurance barring accident.

2.1 a) DELIVERY / RELEASE OF TANKERS :

The tankers carrying the material must report to the consignee by 8.00 AM (latest) on all working days allowing them Free time for taking the delivery and releasing the tankers. If the tanker reports beyond the period mentioned here-in-above, the tankers are likely to be detained for the rest of the day but the transporter shall not be entitled to claim detention for the particular day including the next day if it is a Holiday/Sunday. The normal FULL TIME OF 24 (Twenty Four) hours shall be applicable. As the detention of tankers shall be the responsibility of the Consignee(s), the Consignees in their own interest shall ensure the delivery and the release of the tankers during the FREE TIME, as stated. If, however, the tanker is not released within the said period of time, the transporters shall obtain written document for detention viz., the time at which the tanker reported, the time at which the tanker was released together with grounds for detention. The delivery Challan may be used to record the above.

- b) The transporter shall liaison with the Consignee(s) i.e., Company's buyer(s) for release of their tanker in time to ensure delivery of material as per Consignee requirement.

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2.2. DETENTION CHARGES :

No detention charges will be paid at DCL's end and at Customer's end and while the vehicle is under repair & maintenance. In case of the detention (when the transportation is made through DCL's our arrangement) at buyer's end, the company may consider to pay the detention charges @ Rs. 500/- per day per tanker after 5th day of detention at buyers end. This would be applicable subject to documentary evidence.

2.3. SHORTAGE :

If there by any shortage of the material in quantity, the same on considering weigh & concentration together shall be allowed to a maximum of 0.5% (Net Weight) as tolerance on account of scale difference etc. The Consignee having furnished information in delivery challan accordingly, the transporter shall be allowed the tolerance as stated. In case of shortage beyond tolerance of 0.5% the transporter shall be liable to pay to the Company, the cost of the material delivered short without considering 0.5% tolerance limit. If it is found that the shortage is of recurring in nature, the company reserves the right to cancel the contract and enter into another contract with some other transporter at the cost and expenses of the transporter and liable to claim damages under the terms of the contract.

The tolerance clause is however, applicable on the sole discretion of the company. It is not mandatory that tolerance clause will be applicable for all destination points.

2.4. NON-DELIVERY OF GOODS :

If any transporter fails to deliver any consignment. Penalty will be imposed on the transporter by debiting their account on basis of the market price of the consignment or invoice price whichever will be higher at any point of time + invoice value of the material.

2.5. LOSS OF GOODS IN FULL/PART DUE TO AN ACCIDENT/THEFT IN TRANSIT :

It will be responsibility of the transporter to prove that the loss is due to an accident, duly supported by police FIR, final investigation report and photograph of the incidence. The loss of goods will be recovered initially from the transporter and shall be reimbursed by the company only to the extent of receipt of relevant insurance claim. The transporter is liable to intimate the accident loss in transit immediately by phone and then by FAX /e-mail to the respective company official in Marketing / Logistics department at Kolkata. This should be intimated immediately but no later than two days from the date of accident.

2.6 NON-REMOVAL OF TANKERS / TRUCKS :

It's the prime responsibility of the transporter to remove the vehicle immediately after loading as and when instructed by the company official. If the transporter is unable to remove it's Tanker / Truck after loading within 24 Hrs. form DCL works Durgapur, company reserves the right to impose a penalty @ Rs. 800/- per day per Tanker / Truck on the transporter.

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2.7. IMPORTANT :

- A. However, in the event of any discrepancy in respect of concentration between the tanker material and that mentioned in the delivery challan, the consignee shall have the right to certify the concentration of the tanker material actually received by them and the same should be binding on the transporter for all purposes.
- B. The Clauses pertaining to Security Deposit, Earnest Money and Clauses pertaining to scope of work ranging from 1.0 to 2.3 are MANDATORY CLAUSES. No offer deviating any of the mandatory clauses shall be accepted by us under any circumstance.
- C. The selection of the tender shall be on the basis of lowest quotation, individual destination wise, and not for all the destinations together. The tenderer may opt to quote for any/all destination(s) according to their suitability. In case the work order is placed to any transporter and subsequently refuse to place the tanker/trucks for the said destination(s), the penalty shall be attracted and the same shall be realized from the transporters under intimation to the transporters. The same should also be applicable for the transporter who quote the lowest rate for any destination and ultimately not placed the tanker/trucks.
- D. It will be the choice of the Company to send any tanker of the transporter to any destination point provided however, the tanker has the relevant paper & permits even the transporter has not quoted against the said destination. This would however be followed under emergency circumstance and the transporter would be paid the approved freight as per the lowest rates received by the Company against such destination.

3.0. SUBMISSION OF TENDER :

Tender should submit the certificates / documents as per Clause No. 2(g) of Part - I of Tender document alongwith commercial Bid.

Tender shall be submitted in a sealed envelop in the manner prescribed below :

- i) All commercial details alongwith EMD and certificates/enclosures as per Clause No. 2(g) of Part - I shall put in separate sealed cover superscribed as "COMMERCIAL BID", one copy of such of our terms and conditions in Part - I, Part - II & Part - III including Annexure - "B" to "F" duly signed on each page shall also be sent along with the Commercial Bid.
- ii) The price portion should be furnished in prescribed format (Annexure-"A") and shall be sent in a separate sealed cover and should be superscribed as "PRICE BID".
- iii) Both these sealed covers should be put together in another sealed envelop marked as below, for submission against the Tender Notice.

Cont...

TENDER FOR _____

TENDER NOTICE NO. _____

DATE & TIME OF

OPENING OF TENDER _____

“Commercial Bid” will be opened on due date and time at Durgapur Chemicals Ltd. Durgapur - 713215. However, Price Bid will be opened at the appropriate stage of tender processing.

4.0. RATE :

The rate/s quote should be FIRM.

No increase thereto will be allowed during the period of contract or extended period of contract except what is stated specifically in this respect, (HIKE IN FUEL PRICE)

5.0. OBSERVANCE OF RULES AND REGULATIONS :

The transporter shall be liable for any loss/damage 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 form the transporter.

6.0. PERIOD OF CONTRACT :

The contract will remain valid initially for a period of two (2) years from the date of issue of the L.O./Work order. The COMPANY reserves the right to extend the period of contract by another 6 months or more with the same terms and conditions and rate.

7.0. TERMINATION OF CONTRACT :

The agreement may be terminated by either party by giving 2 (two) months' notice to the other. No withstanding anything contained in this paragraph, the COMPANY shall have the right to terminate this contract forthwith if there is nay breach of any of the terms and conditions detailed herein on the part of the transporter without paying any compensation whatsoever.

8.0. NON-PERFORMANCE PENALTY :

- a) The transport contractor is supposed to place the trucks/tanker as per indent given by the company on day to day basis, company reserves the right to levy non-placement penalty @ Rs. 1000 per truck/tanker per day or such amount as may be decided by the company from time to time.
- b) The L1 bidder (transporter) will be asked to place Truck/Tankers for any particular destination failing which the company reserves the right to call the next L2/L3 bidders (transporter) to place the vehicle and the difference of freight will be recovered from the L1 bidder.

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9.0. LEGAL DOCUMENT :

The tender document with the terms and conditions as mentioned herein will form a part of the legal documents for the contract with the transporter(s) and will be binding on him/them.

10.0. RIGHT OF "COMPANY" TO TRANSPORT :

The COMPANY reserves the right to transport the material by Tankers owned/hired by the Company if deemed necessary. The transporter shall not raise any dispute in this regard nor shall demand any compensation for transportation of materials by the company in its owned hired tankers.

11.0. SUBMISSION OF BILLS FOR PAYMENT :

Bill in triplicate with all supporting documents as below shall be furnished to General Manager (Commercial), Durgapur Chemicals Ltd. Kolkata, so that the payment is released within thirty five days from the date of receipt of the Bill.

- a) Bill in triplicate (3 copies)
- b) 2 copies (1 Xerox copy) of Company's Challan
- c) Consignment note of the transporter duly signed and stamped by the consignee
- d) Any other document as may be relevant & short certificate.

Bill may be raised on monthly/fortnight basis as may be convenient to the transporter but a copy of the receipted challan must be submitted within 7/8 days from the date of delivery of the particular consignment.

12.0. PAYING AUTHORITY :

The paying authority of the bills under the contract is Controller of Finance & Accounts DCL, Durgapur

13.0. The NIT stipulates the Sales quantity to be delivered/lifted for each destination but the quantity is indicative and subject to alternations increase / decrease at the sole control and governance of the company. The company therefore does not bind itself to compensate to the transporter for reduction any quantity indicated therein destination wise for nay reason whatsoever not the transporter could make it a reference for arbitration and compensation thereof.

140. The tankers loaded with C.S. Lye / HCL with be sealed by the company after loading and the concerned seal number will be duly endorsed in the challan, if at the unloading point the consignee finds any dispute with regard to the seal no or finds the same to be tampered, the company may take any action as deemed fit considering the gravity of situation and nature of compliant of the consignee(s).

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15.0. SAFETY CLAUSE :

In the event of out work order :

- a. Transport(s), Driver and Khalasi of the road tanker(s) should be provided with protective equipments like safety shoes, helmets, hand gloves, goggles etc. as mandatory. This is required at the time of loading and unloading operation.
- b. All the outlet valves, top manhole cover and other opening if any (except the statutory vent pipes) of each and every road tankers would be sealed with plastic seal and the seal no will be entered in the challan if at any point of time during unloading of material at consignee's end, if the seal(s) is/are found to be missing or tampered then the company (i.e., DCL) would reserve its right to recover the entire cost of the material form the transporters dues / pending bills arising out of any loss sustained by DCL.
- c. The transporters under no circumstances should dislodge the stepney accompanying with the tanker for whatsoever reason at loading and unloading point without consent of the appropriate authority. The difference in weight resulting from such act will be recovered from the transporter dues / pending bills.
- d. Tankers should be clean, fir and properly serviced for taking load of material at the dispatching station (i.e., at DCL Durgapur Works). There should not be any unwanted or extraneous fitting hidden chamber inside the tanker. Transporters should also issue a clean certificate for each and every tanker that the tanker is having no extraneous / hidden chamber(s) inside the tanker.
- e. Each tanker should be provided with a ladder to facilitate drawing sample materials from the tanker.
- f. On the body of the tanker, telephone number, name and address of the Transporter / name of the proprietor should be mentioned boldly as a safety precaution.
- g. PPE (personal Protective Equipment) safety appliances for handling to be provided by the transport including apron, safety goggles, helmet, gumboot, gloves etc.
- h. Transporter has to follow hazardous chemical storage handling and transportation law.
- i. Transporter has to comply the necessary compliance of BHARAT STAGE II Norms for their tankers as and when required by us.
- j. Transport should take appropriate actions so that their deployed tankers can carry TERM CARD & MSDS while transporting of various chemicals form our Durgapur works to various destinations.

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16.0. COMPLIANCE WITH LABOUR / INDUSTRIAL LAWS :

- a) The transporter shall at his expense, ensure due compliance with all applicable and governing Industrial Labour Laws, Rules & regulations & bye-laws both of Central & State Government and all other local authorities and shall keep the company harmless and indemnified thereof.
- b) The transporter shall pay fair wages to all persons employed by him and will not indulge in any unfair labour practice.

17.0. CALIBRATION OF TANK LORRIES :

Transporters shall carry valid Calibration Certificates for Tank lorries issued by Weights & Measurement department in all items.

18.0. MALPRACTICES :

- a) Tank lorry / Trucks caught for having indulged in malpractices shall be immediately suspended by the company. However, an investigation shall be conducted as per the procedure of the company and approval of the appropriate authority is obtained before the vehicle is blacklisted.
- b) In all cases of malpractices / irregularities for pilferage of the product where it is difficult to establish deliberate attempt on the part of the transport / tank lorry crew appropriate action shall be initiated from the company end where transport shall be warned and asked to remove the tank lorry crew. However, the materials loss if any will be recovered from the transporter.

DURGAPUR CHEMICALS LIMITED

(A Government of West Bengal Enterprise)
DURGAPUR – 713215

Annexure - A

Rate Quotation for Transportation of **CAUSTIC SODA LYE** from Durgapur Works to the following destinations.

From	Destination to	Rate Lye basis (Rs./M.T.)
DCL : DGP	HALDIA(West Bengal)	
DCL : DGP	KOLKATA(West Bengal)	
DCL : DGP	DANKUNI(West Bengal)	
DCL : DGP	RISHRA(West Bengal)	
DCL : DGP	DURGAPUR(West Bengal)	
DCL : DGP	DISHERGARH(West Bengal)	
DCL : DGP	TRIBENI(West Bengal)	
DCL : DGP	BUDGE BUDGE((West Bengal)	
DCL : DGP	HOWRAH(West Bengal)	
DCL : DGP	KALYANI(West Bengal)	
DCL : DGP	DALKHOLA(West Bengal)	
DCL : DGP	BURNPUR(West Bengal)	
DCL : DGP	SAGARDIGHI(West Bengal)	
DCL : DGP	ANDAL(West Bengal)	
DCL : DGP	MEJIA(West Bengal)	
DCL : DGP	FARAKKA (West Bengal)	
DCL : DGP	BAKRESHWAR(West Bengal)	
DCL : DGP	KOLAGHAT(West Bengal)	
DCL : DGP	FARAKKA(West Bengal)	
DCL : DGP	JALPAIGURI(West Bengal)	
DCL : DGP	SILIGURI(West Bengal)	
DCL : DGP	BOKARO(Jharkhand)	
DCL : DGP	MURI(Jharkhand)	
DCL : DGP	JAMSHEDPUR(Jharkhand)	
DCL : DGP	SINDRI(Jharkhand)	
DCL : DGP	JADUGODA MINES(Jharkhand)	
DCL : DGP	MAITHAN(Jharkhand)	
DCL : DGP	PATRATU(Jharkhand)	
DCL : DGP	KODORMA(Jharkhand)	
DCL : DGP	BARAUNI(Bihar)	
DCL : DGP	MUZAFFARPUR(Bihar)	
DCL : DGP	TENUGHAT(Bihar)	
DCL : DGP	VAISALI(Bihar)	
DCL : DGP	KAHALGAON(Bihar)	
DCL : DGP	RIHAND(U.P)	

From	Destination to	Rate Lye basis (Rs./M.T.)
DCL : DGP	ROURKELLA(Orissa)	
DCL : DGP	BHUBANESWAR(Orissa)	
DCL : DGP	DAMANJODI(Orissa)	
DCL : DGP	PARADEEP(Orissa)	
DCL : DGP	BALASORE(Orissa)	
DCL : DGP	DHENKANAL(Orissa)	
DCL : DGP	TALCHER(Orissa)	
DCL : DGP	RAIGADA(Orissa)	
DCL : DGP	JHARSHUGUDA(Orissa)	
DCL : DGP	LANJIGARH(Orissa)	
DCL : DGP	DUBURI(Orissa)	
DCL : DGP	GANJAM(Orissa)	
DCL : DGP	SIVSAGAR(Assam)	
DCL : DGP	BONGAIGAON(Assam)	
DCL : DGP	GUWAHATI(Assam)	
DCL : DGP	DIGBOI(Assam)	
DCL : DGP	GOLAGHAT(Assam)	
DCL : DGP	NUMALIGARH(Assam)	
DCL : DGP	NAMRUP(Assam)	
DCL : DGP	KAMRUP(Assam)	
DCL : DGP	JHANSI(U.P.)	
DCL : DGP	PATA (U.P.)	
DCL : DGP	VISHAKAPATANAM(A.P.)	
DCL : DGP	KORBA(Chattisgarh)	
DCL : DGP	DHANBAD (JHARKHAND)	
DCL : DGP	BARH (BIHAR)	
DCL : DGP	KHURDA (ORISHA)	
DCL : DGP	RAGHUNATHPUR (W.B.)	
DCL : DGP	ANGUL (ORISHA)	
DCL : DGP	RAMGARH (RANCHI)	
DCL : DGP	SMABALPUR (ORISHA)	
DCL : DGP	SIPAT (CHATTISGARH)	
DCL : DGP	SIMADRI (A.P.)	
DCL : DGP	CHAKULIA (JHARKHAND)	
DCL : DGP	PATNA (BIHAR)	
DCL : DGP	MADHYAMGRAM (W.B.)	
DCL : DGP	KALINGANAGAR ORISHA)	

DURGAPUR CHEMICALS LIMITED

(A Government of West Bengal Enterprise)

DURGAPUR – 713215

Annexure - A

Rate Quotation for Transportation of **HYDROCHLORIC ACID** from Durgapur Works to the following destinations.

From	Destination to	Rate (Rs./M.T.)
DCL : DGP	FARAKKA(West Bengal)	
DCL : DGP	BARKRESHWAR(West Bengal)	
DCL : DGP	KOLKATA(West Bengal)	
DCL : DGP	CHAKDA(West Bengal)	
DCL : DGP	MADHYAMGRAM(West Bengal)	
DCL : DGP	KALYANI(West Bengal)	
DCL : DGP	SERAMPORE(West Bengal)	
DCL : DGP	KOLAGHAT(West Bengal)	
DCL : DGP	BANDEL(West Bengal)	
DCL : DGP	HALDIA(West Bengal)	
DCL : DGP	DURGAPUR(West Bengal)	
DCL : DGP	DANKUNI(West Bengal)	
DCL : DGP	RISHRA(West Bengal)	
DCL : DGP	MEJIA(West Bengal)	
DCL : DGP	BUDGE BUDGE(West Bengal)	
DCL : DGP	DISHERGARH(West Bengal)	
DCL : DGP	SAGARDIGHI(West Bengal)	
DCL : DGP	GARDEN REACH(West Bengal)	
DCL : DGP	ANDAL(West Bengal)	
DCL : DGP	DALKHOLA(West Bengal)	
DCL : DGP	SILIGURI(West Bengal)	
DCL : DGP	MAITHAN(Jharkhand)	
DCL : DGP	BOKARO(Jharkhand)	
DCL : DGP	JAMSHEDPUR(Jharkhand)	
DCL : DGP	MIHIJAM(Jharkhand)	
DCL : DGP	SANTALDIH(Jharkhand)	
DCL : DGP	SINDRI(Jharkhand)	
DCL : DGP	RANCHI(Jharkhand)	
DCL : DGP	DHANBAD(Jharkhand)	
DCL : DGP	JADUGODA MINES(Jharkhand)	
DCL : DGP	MURI(Jharkhand)	
DCL : DGP	KODORMA(Jharkhand)	
DCL : DGP	PATRATU(Jharkhand)	
DCL : DGP	TENUGHAT(Bihar)	
DCL : DGP	BARAUNI(Bihar)	
DCL : DGP	VAISALI(Bihar)	
DCL : DGP	KAHALGAON(Bihar)	
DCL : DGP	MUZAFFARPUR(Bihar)	
DCL : DGP	SAMBALPUR(Orissa)	
DCL : DGP	LANJIGARH(Orissa)	
DCL : DGP	PARADEEP(Orissa)	
DCL : DGP	BALASORE(Orissa)	

DURGAPUR CHEMICALS LIMITED

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FOR HYDROCHLORIC ACID

From	Destination to	Rate (Rs./M.T.)
DCL : DGP	DHENKANAL(Orissa)	
DCL : DGP	TALCHER(Orissa)	
DCL : DGP	DUBURI(Orissa)	
DCL : DGP	GANJAM(Orissa)	
DCL : DGP	BONGAIGAON(Assam)	
DCL : DGP	GUWAHATI(Assam)	
DCL : DGP	DIGBOI(Assam)	
DCL : DGP	GOLAGHAT(Assam)	
DCL : DGP	SIVSAGARH(Assam)	
DCL : DGP	NAMRUP(Assam)	
DCL : DGP	KAMRUP(Assam)	
DCL : DGP	VISHAKAPATANAM(A.P.)	
DCL : DGP	TRIBENI (W.B.)	
DCL : DGP	RAGHUNATHPUR (W.B.)	
DCL : DGP	JANGALPUR (W.B.)	
DCL : DGP	ULUBERIA (W.B.)	
DCL : DGP	BURNPUR (W.B.)	
DCL : DGP	UNCHAHER (U.P.)	
DCL : DGP	SIMADRI 9ORISHA)	
DCL : DGP	SIPAT (ORISHA)	
DCL : DGP	BINDHYACHAL (U.P.)	
DCL : DGP	BIRGUNJ (NEPAL)	

DURGAPUR CHEMICALS LIMITED

(A Government of West Bengal Enterprise)
DURGAPUR – 713215

Annexure - A

Rate Quotation for Transportation of **LIQUID CHLORINE** from Durgapur Works to the following destinations.

From	Destination to	Rate for single Cylinder (Filled) Rs.
DCL:DGP	Kolaghat(West Bengal)	
DCL:DGP	Rishra(West Bengal)	
DCL:DGP	Howrah(West Bengal)	
DCL:DGP	Haldia(West Bengal)	
DCL:DGP	Garden Reach(West Bengal)	
DCL:DGP	Chetla(West Bengal)	
DCL:DGP	Mejia(West Bengal)	
DCL:DGP	Nadia(West Bengal)	
DCL:DGP	Kolkata(West Bengal)	
DCL:DGP	Rajarhat(West Bengal)	
DCL:DGP	Sodepur(West Bengal)	
DCL:DGP	Durgapur(West Bengal)	
DCL:DGP	Serampore(West Bengal)	
DCL:DGP	Baidyabati(West Bengal)	
DCL:DGP	Burdwan(West Bengal)	
DCL:DGP	Kulti(West Bengal)	
DCL:DGP	Kalyani(West Bengal)	
DCL:DGP	Maithan(West Bengal)	
DCL:DGP	Andal(West Bengal)	
DCL:DGP	Burnpur(West Bengal)	
DCL:DGP	Asansol(West Bengal)	
DCL:DGP	Ranchi(Jharkhand)	
DCL:DGP	Dishergarh(Jharkhand)	
DCL:DGP	Jamshedpur(Jharkhand)	
DCL:DGP	Bokaro(Jharkhand)	
DCL:DGP	Dhanbad(Jharkhand)	
DCL:DGP	Tenughat(Jharkhand)	
DCL:DGP	Patnat(Bihar)	
DCL:DGP	Muzaffarpur(Bihar)	
DCL:DGP	Unchahar, Allahabd(U.P.)	
DCL:DGP	Rehananagar,Sonebhadra(U.P.)	
DCL:DGP	Rourkella(Orissa)	
DCL:DGP	Talcher(Orissa)	
DCL:DGP	Balasore(Orissa)	
DCL:DGP	Dhenkanol(Orissa)	
DCL:DGP	Visakhapatnam, Simadri(A.P.)	
DCL:DGP	Hyderabad(A.P.)	
DCL:DGP	Namrup(Assam)	
DCL:DGP	Kamrup(Assam)	
DCL:DGP	Nagaon(Assam)	

DURGAPUR CHEMICALS LIMITED

(A Government of West Bengal Enterprise)
DURGAPUR – 713215

Annexure - A

Rate Quotation for Transportation of **LIQUID CHLORINE** from Durgapur Works to the following destinations.

From	Destination to	Rate for single Cylinder (Empty) Rs.
DCL:DGP	Bongaigaon(Assam)	
DCL:DGP	Kolaghat(West Bengal)	
DCL:DGP	Rishra(West Bengal)	
DCL:DGP	Howrah(West Bengal)	
DCL:DGP	Haldia(West Bengal)	
DCL:DGP	Garden Reach(West Bengal)	
DCL:DGP	Chetla(West Bengal)	
DCL:DGP	Mejia(West Bengal)	
DCL:DGP	Nadia(West Bengal)	
DCL:DGP	Kolkata(West Bengal)	
DCL:DGP	Rajarhat(West Bengal)	
DCL:DGP	Sodepur(West Bengal)	
DCL:DGP	Durgapur(West Bengal)	
DCL:DGP	Serampore(West Bengal)	
DCL:DGP	Baidyabati(West Bengal)	
DCL:DGP	Burdwan(West Bengal)	
DCL:DGP	Kulti(West Bengal)	
DCL:DGP	Kalyani(West Bengal)	
DCL:DGP	Maithan(West Bengal)	
DCL:DGP	Andal(West Bengal)	
DCL:DGP	Burnpur(West Bengal)	
DCL:DGP	Asansol(West Bengal)	
DCL:DGP	Ranchi(Jharkhand)	
DCL:DGP	Dishergarh(Jharkhand)	
DCL:DGP	Jamshedpur(Jharkhand)	
DCL:DGP	Bokaro(Jharkhand)	
DCL:DGP	Dhanbad(Jharkhand)	
DCL:DGP	Tenughat(Jharkhand)	
DCL:DGP	Patnat(Bihar)	
DCL:DGP	Muzaffarpur(Bihar)	
DCL:DGP	Unchahar, Allahabd(U.P.)	
DCL:DGP	Rehananagar, Sonebhadra(U.P.)	
DCL:DGP	Rourkella(Orissa)	
DCL:DGP	Talcher(Orissa)	
DCL:DGP	Balasore(Orissa)	
DCL:DGP	Dhenkanol(Orissa)	
DCL:DGP	Visakhapatnam, Simadri(A.P.)	

DCL:DGP	Hyderabad(A.P.)	
DCL:DGP	Namrup(Assam)	
DCL:DGP	Kamrup(Assam)	
DCL:DGP	Nagaon(Assam)	
DCL:DGP	Bongaigaon(Assam)	
DCL:DGP	BHATPARA (W.B.)	
DCL:DGP	PADMAPUKUR (W.B.)	
DCL:DGP	AURYA (U.P.)	
DCL:DGP	RAIGARH (U.P.)	

DURGAPUR CHEMICALS LIMITED

(A Government of West Bengal Enterprise)
DURGAPUR – 713215

Annexure - A

Rate Quotation for Transportation of **STABLE BLEACHING POWDER**
from Durgapur Works to the following destinations.

From	Destination to	Rate per M.T. (Rs.)
DCL : DGP	DURGAPUR(West Bengal)	
DCL : DGP	KOLKATA(West Bengal)	
DCL : DGP	HOWRAH(West Bengal)	
DCL : DGP	BAHARAMPUR(West Bengal)	
DCL : DGP	PURULIA(West Bengal)	
DCL : DGP	SURI(West Bengal)	
DCL : DGP	MALDA(West Bengal)	
DCL : DGP	KRISHNANAGAR(West Bengal)	
DCL : DGP	BARASAT (West Bengal)	
DCL : DGP	BARRACKPUR(West Bengal)	
DCL : DGP	BANKURA(West Bengal)	
DCL : DGP	HALDIA(West Bengal)	
DCL : DGP	ROYGANJ(West Bengal)	
DCL : DGP	BURDWAN(West Bengal)	
DCL : DGP	MAITHAN/PANCHET(West Bengal)	
DCL : DGP	JALPAIGURI(West Bengal)	
DCL : DGP	MIDNAPUR(West Bengal)	
DCL : DGP	SILIGURI(West Bengal)	
DCL : DGP	DARJELLING(West Bengal)	
DCL : DGP	ASANSOL(West Bengal)	
DCL : DGP	BURNPUR(West Bengal)	
DCL : DGP	KULTI (West Bengal)	
DCL : DGP	RISHRA(West Bengal)	
DCL : DGP	SERAMPORE(West Bengal)	
DCL : DGP	VAISALI/KANTI(Bihar)	
DCL : DGP	PATNA(Bihar)	
DCL : DGP	MUZAFFARPUR(Bihar)	
DCL : DGP	JAMSHEDPUR(Jharkhand)	
DCL : DGP	RANCHI(Jharkhand)	
DCL : DGP	BOKARO(Jharkhand)	
DCL : DGP	CHANDRAPURA(Jharkhand)	
DCL : DGP	TENUGHAT(Jharkhand)	
DCL : DGP	JADUGODA MINES(Jharkhand)	
DCL : DGP	BARKAKHANA(Jharkhand)	
DCL : DGP	DHANBAD(Jharkhand)	
DCL : DGP	CUTTACK(Orissa)	
DCL : DGP	BHADRAK(Orissa)	
DCL : DGP	ANGUL(Orissa)	

Contd...P/2.

DURGAPUR CHEMICALS LIMITED

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FOR STABLE BLEACHING POWDER

From	Destination to	Rate per M.T. (Rs.)
DCL : DGP	TALCHER(Orissa)	
DCL : DGP	BHUBANESWAR(Orissa)	
DCL : DGP	BALASORE(Orissa)	
DCL : DGP	ROURKELLA(Orissa)	
DCL : DGP	DHENKANOL(Orissas)	
DCL : DGP	VIJAYWADA(A.P.)	
DCL : DGP	VIZAG(A.P.)	
DCL : DGP	KAKINADA(A.P.)	
DCL : DGP	NELLORE(A.P.)	
DCL : DGP	CHIRALA(A.P.)	
DCL : DGP	BAPATLA(A.P.)	
DCL : DGP	ANKAPALLI(A.P.)	
DCL : DGP	VISAKHAPATNAM(A.P.)	
DCL : DGP	VIJAYNAGARAM(A.P.)	
DCL : DGP	HYDERABAD(A.P.)	
DCL : DGP	DIGBOI(Assam)	
DCL : DGP	NAMRUP(Assam)	
DCL : DGP	KAMRUP(Assam)	
DCL : DGP	BANGALORE(Karnataka)	
DCL : DGP	TRIPUR(Uttarakhand)	
DCL : DGP	PANIPATH((Haryana)	
DCL : DGP	BALOTRA(Rajasthan)	
DCL : DGP	INDORE(M.P.)	
DCL : DGP	GUWAHATI(Assam)	
DCL : DGP	MUMBAI(Maharashtra)	
DCL : DGP	CHENNAI(Tamil Nadu)	
DCL : DGP	AGARTALA((Tripura)	
DCL : DGP	PANSKURA (MEDNAPUR)	
DCL : DGP	PARADEEP (ORISHA)	
DCL : DGP	JHARGRAM (W.B.)	
DCL : DGP	BARH (BIHAR)	
DCL : DGP	RIHANDNAGAR (U.P.)	
DCL : DGP	SILIGURI (W.B.)	
DCL : DGP	RAIPUR (CHITTESGARH)	
DCL : DGP	AMINGARH (ASSAM)	
DCL : DGP	PURBA-MEDNAPUR	
DCL : DGP	PASCHIM-MEDNAPUR	

RATE FOR UNLOADING/LOADING CHARGES Rs. _____(Rupees

_____)M.T.

DURGAPUR CHEMICALS LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)
DURGAPUR - 713215

PRESCRIBED FORMAT FOR PRICE BID

Rate to be quoted for Road Transportation of Hydrogen gas in Cylinders (filled or empty) from Company's Works at Durgapur to various destination in India on round trip basis.

Sl. No.	From	To Destination	Transit Time	Rate in Rs. Per Round trip basis single cylinder
1)	DCL/DGP	Kolaghat		
2)	DCL/DGP	Santaldih		
3)	DCL/DGP	Bandel		
4)	DCL/DGP	Kolkata		
5)	DCL/DGP	Kharagpur		
6)	DCL/DGP	Jhargram		
7)	DCL/DGP	Bokaro		
8)	DCL/DGP	Tenughat		
9)	DCL/DGP	Kalyani		
10)	DCL/DGP	Durgapur		
11)	DCL/DGP	Rishra		
12)	DCL/DGP	Malda		
13)	DCL/DGP	Belgharia		
14)	DCL/DGP	Midnapur		
15)	DCL/DGP	Diamond Harbour		
16)	DCL/DGP	Gangtok		
17)	DCL/DGP	Kahalgaon		
18)	DCL/DGP	Talcher		
19)	DCL/DGP	Korba		
20)	DCL/DGP	Vaisali/Kanti		
21)	DCL/DGP	Haldia		
22)	DCL/DGP	Mihijam		
23)	DCL/DGP	Burdwan		
24)	DCL/DGP	Barisah/Domjur		
25)	DCL/DGP	Bonga Nagar		
26)	DCL/DGP	Budge Budge		
27)	DCL/DGP	Angul (Orissa)		
28)	DCL/DGP	Jamshedpur (Jharkhand)		
29)	DCL/DGP	Cuttak (Orissa)		

DURGAPUR CHEMICALS LIMITED

ANNEXURE - A

PRESCRIBED FORMAT FOR PRICE BID

B) Rate of transportation per manifold movement (on round trip basis) per calendar month from DCL :
DGP to following destinations

- 1) M/s. PMC Rubber Chemicals
Rishra,
- 2) M/s. Purti Vanaspati Ltd.
Chanditala, Hooghly.
- 3) M/s. Siel Tizit Ltd.
Barisha
- 4) M/s. Hindustan Lever Ltd.
Shyamnagar
- 5) M/s. JVL Oil
Haldia
- 6) M/s.Kanchan Oil.
Jhargram.
- 7) M/s. Mihijam Vanaspati
Mihijam
- 8) M/s. Rasoi Limited
Diamond Harbour.

- 9) M/s. Swastik Refinery Pvt. Ltd.
Jangalpur.
- 10) M/s. Vanaspati Sector Ltd.
Haldia
- 11) M/s. Budge Budge Refineries Pvt. Ltd.
Budge Budge
- 12) M/s. Adani Wilmar Ltd.
Haldia
- 13) Ruchi Soyha Industries.
Haldia.

Fixed expenses Per Manifold per month Rs.

ANNEXURE - A

Rate Quotation for Transportation at **Sodium Hypochlorite (Liquid)** from Durgapur works to the destinations

From	To	Rate (Rs./MT)
DCL/DGP	Bagmari (Kolkata)	
DCL/DGP	Dakhineswar (Kolkata)	
DCL/DGP	Angul (Orisha)	
DCL/DGP	Jharsugda (Orisha)	
DCL/DGP	Jamshedpur (Jharkhand)	
DCL/DGP	Haldia (West Bengal)	
DCL/DGP	Burnpur (West Bengal)	
DCL/DGP	Durgapur (West Bengal)	
DCL/DGP	Agarpara (West Bengal)	
DCL/DGP	Ganganagar (W.B.)	
DCL/DGP	Tribeni (West Bengal)	
DCL/DGP	Rishra (West Bengal)	
DCL/DGP	Kolkata (West Bengal)	
DCL/DGP	Rourkela (Orissa)	

DURGAPUR CHEMICALS LIMITED

(A GOVT. OF WEST BENGAL ENTERPRISE)

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ANNEXURE - A

Rate Quotation for Transportation at SPCP from DCL : DGP to the following destinations

From	To	Rate (Rs./MT)
DCL/DGP	Kolkata (WB)	
DCL/DGP	Sikandrabad (UP)	
DCL/DGP	Rishra (WB)	
DCL/DGP	Pondicherry	
DCL/DGP	Siliguri (WB)	
DCL/DGP	Howrah (WB)	
DCL/DGP	Delhi/New Delhi	
DCL/DGP	Jodhpur (Rajasthan)	
DCL/DGP	V.V. Nagar (Gujarat)	
DCL/DGP	Bhiwandi (Maharashtra)	
DCL/DGP	Vishakhapatnam (AP)	
DCL/DGP	Jammu	
DCL/DGP	Goa	
DCL/DGP	Ahmedabad (Gujarat)	
DCL/DGP	Bhiwani (Haryana)	
DCL/DGP	Patancheru (AP)	
DCL/DGP	Ankaleswar (Gujarat)	
DCL/DGP	Bhandup (Maharashtra)	
DCL/DGP	Kasna	
DCL/DGP	Rudrapur (UP)	
DCL/DGP	Mysore (Karnataka)	
DCL/DGP	Mumbai	
DCL/DGP	Vadodara, Gujarat	
DCL/DGP	Chennai	
DCL/DGP	Surat	
DCL/DGP	Anand	

DURGAPUR CHEMICALS LIMITED

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ANNEXURE - B

FORMAT FOR DECLARATION

I/we declare that the following officers of the COMPANY are related to me / no offer of the COMPANY is related to me.

Sl. No.

Name of the Officer

Post Held

Place of Posting

Signature of the Tenderer

Name and full Address

DURGAPUR CHEMICALS LIMITED

(A GOVT. OF WEST BENGAL ENTERPRISE)

DURGAPUR - 713215

ANNEXURE - C

PARTICULARS OF EXPERIENCE (FOR LAST 5 YEARS)

Name of the Company and particulars of transport contract entered into including the current contract	Period	Value of the contract

Signature of the Tenderer

Name and full Address

DURGAPUR CHEMICALS LIMITED

Details of Earnest Money deposit (EMD) applicable for all Tenderers and Security deposit applicable for the qualified Transporters as per Clause No. 3(a) and 4(a) of General Terms and conditions.

PRODUCT DEPOSIT	EMD	SECURITY
Caustic Soda Lye	Rs.50000/-	Rs.500000/-
SPCP/SBP	Rs.25000/-	Rs.200000/-
HCL	Rs.25000/-	Rs.100000/-
Hydrogen (in Truck Manifold/ loose Cylinder)	Rs.25000/-	Rs.500000/-
Chlorine in loose cylinder	Rs.25000/-	Rs.200000/-
Sodium Hypochlorite	Rs.5000/-	Rs.25000/-

Note : The existing transporters may be exempted from submission of EMD if their earlier EMD is lying the Company. Necessary proof is required to be submitted in this respect. The said EMD will be adjusted against their earlier EMD in non-refund cases.

The existing successful transporters may be exempted from submission of Security Deposit if sufficient outstanding balance is available against their bill or earlier Security Deposit.

The successful tenderer shall furnish security deposit by way or bank draft/bank guaranty. Should be valid for 3 years from the date of opening a tender document.

All successful transporters have to submit one signed blank cheque in should in favor of "Durgapur Chemicals Ltd". It will be utilize in case any dispute value goes beyond the security deposit amount.

DURGAPUR CHEMICALS LIMITED

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ANNEXURE - E

SPECIAL INSTRUCTION FOR HYDROGEN GAS TRANSPORTATION

- 1.1 Transporters shall ensure that they do not carry any other consignments consigned to other consignee while carrying Hydrogen gas or Company's materials. This should be strictly followed failing which necessary penal actions may be taken by the Company as deemed fit. Transporters shall ensure that they engage this specified type of truck(s) only for transportation of Hydrogen Gas as per the advice of Company's authorized officer. In case, it is found that the specified type of truck(s) has not been placed as requisitioned for such, the Company have the opportunity to take appropriate action as deemed necessary. Transporters shall be bound to transport the material in safe & sound condition to avoid any damage / loss in transit. Loss/damage shall mean the non-delivery of entire consignment or damages of any nature of the consignment.
- 1.2 The loading of the material / consignment in the truck(s) shall the responsibility of the company and unloading thereof at the destination shall be the responsibility of the Customers/Purchaser(s)
- 1.3 Under no circumstances, the transporter shall abandon any truck(s) at the premises of the Company's buyer in which event the Company shall be constrained to request the buyer to hand over the disputed truck to the Local Police authorities of the concerned buyer without any cost/legal repercussion to the company. The word "Customer(s)" and "Purchaser(s)" as appearing in the above paragraphs shall have the same meaning.
- 1.4 The truck fitted with Company's Cylinder manifold shall be fully dedicated to the company and every round trip shall be treated as three (03) days for the following destinations :-

1. P.M.C RUBBER.
RISHRA
2. PURTI VANASPATI.
CHANDITALA, HOOGHLY
3. BUDGE BUDGE REFINERY.
BUDGE BUDGE.
4. J.V.L. OIL REFINERY.
HALDIA.
5. RASOI LTD.
SOUTH 24 PARGANAS.
6. RUCHI SOYHA.
HALDIA.
7. KANCHAN OIL LTD.
JHARGRAM.

- 1.5 No detention charge shall however be paid to the transporter in case the truck(s) is under repair / maintenance.

Similarly, no detention charge shall be paid to the transporter if the Company's manifold is under repairing / maintenance / painting.

- 1.6 In case Customers/Buyer(s) is/are unable to provide empty Hydrogen Gas Cylinder on appropriate endorsement to that effect should be obtained on our delivery challan as otherwise we shall not release the transportation charge for the full amount for the said trip and transportation charge shall be paid @ 60% of the freight charge trip basis.

2.0 INSURANCE

Material/Consignment delivered to the transporter for onward transportation of Hydrogen Gas filled in Cylinders to the Consignee on door delivery basis & return of empty Cylinders to DCL, Durgapur shall remain insured during transit. Appropriate insurance coverage of the Consignment(s) shall be taken by the Company. Damage to the Consignment due to negligence on the part of the transporter shall not be recovered from the underwriters and the transporter shall be responsible for such losses.

2.1 (a) DELIVERY / RELEASE OF TRUCK(S)

The delivery will be taken by the Consignee(s). the trucks(s) carrying the material must report to the Consignee by 8.0 A.M. (latest) on all working days allowing them Free Time for taking the delivery and releasing the trucks, if the truck(s) reports beyond the period mentioned here-in-above, the truck(s) are likely to be detained for the rest of the day but the transporter shall not be entitled to claim detention for the particular day including the next day if it is a Holiday / Sunday. The normal Free Time of 24 (Twenty Four) hours shall be applicable. As the detention of trucks shall be the responsibility of the consignee(s) who in their own interest shall ensure to take delivery and the release of truck(s) within free period in case the truck is not released within the said period of time. The transporter shall obtain written documents for detention viz the time at which the truck(s) was released together with ground for detention. The delivery challan may be used to record the above information by the consignee(s).

- 2.1 (b) The transporter shall raise with the consignee(s) i.e., Company's buyer(s) for release of their truck(s) in time to ensure delivery of materials as per consignee(s) requirement.

- 2.1 (c) If empty, full Hydrogen Gas manifold is standing at any place (Durgapur or at buyer's place) due to fault at our end, then fixed expense per day will be given.

If transporters are deliberately leaving Hydrogen Gas manifolds standing at other place (buyer's or other except DGP), fixed expense per day will not be given.

3.0 IMPORTANT :

- (a) The trucks filled with company's cylinder manifold would be filled with requisite number of the extinguishers and lighting of safety matches is strictly prohibited inside & adjoining areas of trucks carrying Hydrogen Gas.
- (b) Name of the Company, phone No. etc shall be boldly written on the prominent side of the truck mounted manifolds. Transporters name, Phone No. & Proprietors Name shall also be written on the prominent side of the truck.
- (c) Truck carrying hydrogen gas should be properly earthed at any given point of time.
- (d) All vehicles engaged for transportation of Hydrogen Gas in truck-mounted manifolds has to be approved by Company's Safety Department regarding its roadworthiness and other related safety matters. Every truck should be equipped with at least 2 nos. of five extinguishers (filled with dry chemicals powder type) to be supplied by the transporter for transportation of Hydrogen Gas in cylinder to safe guard any eventual fire hazard during the period of transit. Every driver/attendant present in the vehicle during transit of Hydrogen Gas filled in cylinder shall follow all sparking restrictions like lighting of match sticks inside the vehicle or should not carry other electric sparking equipments etc. to safe guard any eventual fire hazard, in other words sparking of any kind shall be totally prohibited inside the truck carrying Hydrogen Gas Cylinders (filled/empty) smoking inside the truck is strictly prohibited and any deviation in this respect shall be treated as gross and will full negligence for which the transporters shall be held responsible for any mishap/damages arising out of sparking vis-à-vis fire inside the truck. The truck(s) engaged to carry Hydrogen Gas in cylinder (filled/empty) should be equipped with earthing chain, double breaking system etc. to safeguard any eventual safety hazard.
- (e) The truck fitted with Company's Cylinder manifold shall not be used for any other purpose except carrying hydrogen gas and shall not be used for carrying materials for any other party. The vehicle engaged in carrying Hydrogen Gas Cylinder should be owned by the transporter for which the transporter shall provide the relevant copy of ownership to the Company. Any time during the period of contract if the transporter wants to sell the truck fitted with Company's manifold, they shall have to give 2 (two) months prior notice to the Company for making alternative arrangement. However, in case of breakdown/maintenance of the vehicle, the transporter should provide hired vehicles, as per Company's requirement with prior intimation regarding breakdown of the vehicles. The transporters shall authorize their drivers and send copy of the list containing the name & driving license no. along with attested signature and photograph of the driver who shall engaged by the transporter for transportation of Hydrogen Gas filled in cylinder from DCL, Durgapur. Any change thereof should be intimated officially. Every truck should bear the name and address of the transporter along with the contact fax and phone no. boldly printed on both sides of the vehicles that can clearly within the visibility range.

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ANNEXURE - F

SPECIAL INSTRUCTION FOR TRANSPORTATION OF LIQUID CHLORINE

1. Scope of Work :

(FOR LIQUID CHLORINE)

Regarding movement of Chlorine Cylinder / Toners, please note the followings :-

Each Cylinder Weight

- | | | |
|-----------------|-------|-----------|
| 1. Gross Weight | | 1500 Kgs. |
| 2. Tare Weight | | 600 Kgs. |
| 3. Net Weight | | 900 Kgs. |

For any other place, besides the above destinations, a suitable rate shall be applicable on mutual consent / acceptance.

IMPORTANT :

1. The Company reserves its right to cancel the contract with immediate effect if the Transporter(s) fails to lift the empty Cylinders from the Consignee's end as per the schedule given to them by the appropriate authority of DCL or fails to carry out the jobs assigned to them from time to time i.e., carrying out the filled Chlorine tonners from DCL/DGP to the Consignee's end (as per Consignee's requirement). This point should be strictly adhered too.
2. The Transporter(s) shall deliver the Liquid Chlorine on door delivery basis in quantity and quality to the Consignee in safe and sound condition.
3. The Transporter(s) shall take precaution during loading/unloading/transit to avoid any damage, pilferage due to any reasons whatsoever and ensure safe and sound delivery to the respective Consignee(s). Under the Goods Carriage Act, the transporter shall be liable to compensate the Company for the loss/shortage and damage of the Cylinder against the claim to be made by the Company on this ground. Loss/damage shall mean non-delivery of the entire consignment / shortage against the supplier's challan quantity or damage of any nature of the consignment.

DURGAPUR CHEMICALS LIMITED

4. The transporter shall forward a statement to the Company's Customs & transport Officer in triplicate within 15 days stating therein the details of the consignments, delivered to different destinations etc. in case, there is any deviation relating to weightment, quantity etc. the transporter is liable to bear penalty for the cost and expenses of such discrepancies.

5. The Company also reserves its right -
 - a) to accept in its sole and unfettered discretion any offer for whole or part or to reject any or all offers without assigning any reason thereof.
 - b) to award the contract to one or more transporters at equal rate or on different rate(s).
 - c) to place adhoc work order simultaneously or at any time during the period of contract with one or more number of transporter(s) for such quantity and jobs as the Company may think fit.
 - d) the Company is not liable to accept the lowest offer without assigning any reason for such non-acceptance.

6. The vehicle/truck should not carry any inflammatory item or organic materials including oil, grease, paints etc. inside its body where chlorine cylinders are kept. Transporters should carry TERM CARD wherever essential.