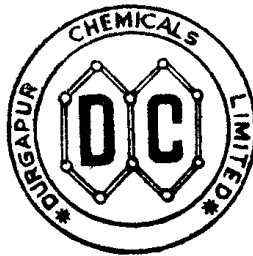


TENDER FEES : Rs.2000/-

TENDER
OF
HYDRATED LIME



DURGAPUR CHEMICALS LIMITED
DURGAPUR – 713215
DIST – BURDWAN
WEST BENGAL

AN ISO 9001-2008 & 14000-2004 CERTIFIED COMPANY

(1)



DURGAPUR CHEMICALS LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)
P.O. DURGAPUR-713215, DIST. BURDWAN
AN ISO 9001-2008 & 14000-2004 CERTIFIED COMPANY

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

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

TENDER NOTICE NO. : PC/D/RM/HYD.LIME/2015-16/(2)

TENDER FOR : IHYDRATED LIME

TENDER ISSUED TO : _____

TENDER DOCUMENTS ISSUED

Sig. of Issuing Assistant
Durgapur Chemicals Ltd.

Sig. of Issuing Officer
Durgapur Chemicals Ltd.

(2)



DURGAPUR CHEMICALS LIMITED
(A GOVT. OF WEST BENGAL ENTERPRISE)
P.O. DURGAPUR-713215, DIST. BURDWAN
AN ISO 9001-2008 & 14000-2004 CERTIFIED COMPANY

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

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

TENDER NOTICE NO. : PC/D/RM/HYD.LIME/2015-16/(2)

TENDER FOR : HYDRATED LIME

Each page of Tender documents should be signed and stamped by the Tenderer as a token of their acceptance of the terms and conditions and should be submitted along with TECHNO COMMERCIAL BID within due date & time.

TENDER SHOULD BE SUBMITTED AT ABOVE ADDRESS

(Tenders are due for submission by 05.10.2015 within 15.00Hrs)

=====
=====

Ref. No. _____

Dated : _____

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

Sub: Tender for _____
Ref: Tender Notice No. _____

Dear Sir,

With reference to your above Tender Notice No., we/I hereby submit our/my tender/price bid (as enclosed Annexure-A) in a separate sealed envelope.

The terms and conditions as mentioned in the tender documents are acceptable to me. One copy each of your terms & conditions in Part-I, Part-II and Part-III duly signed on each page with company's seal is enclosed. The Declaration Form in Annexure-B is enclosed.

Our/my Permanent Account No.(PAN No.) is _____.

A Copy of our/my Sales Tax (CST) Clearance Certificate (latest) is enclosed. Our/my Sales Tax Tin no. / VAT Registration No. is _____

We/I also given details of our Credential {at least for 3 (three) years} for the supply of Hydrated Lime in the enclosed Annexure-C supported by copies of orders/agreements and performance certificates from the customers.

Earnest Money deposited for Rs. _____ vide Bank Draft No. _____ Dated _____ enclosed.

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

A certified copy of Partnership deed is enclosed herewith (to be submitted by partnership firm only)

We/I certify that informations given by us/me in the tender document is correct and if at any stage the same are found to be incorrect, the contract is liable to be terminated/rescinded and action may be taken against us/me by the company for any damage.

Contd...

(4)

We/I are/am duly authorized/empowered to sign all the tender documents on behalf of our company/firm.

A. Name of the Tenderer : _____

B. Full Postal Address : _____

C. Fax No. _____

E mail ID. _____

D. Phone No. : Office. _____

Res: _____

Yours faithfully,

(Signature of Tenderer with Company's seal)

WITNESS :-

(1)

(2)

C O N T E N T S

Part – I	: Instructions to Tenderers.
Part – II	: General Terms & Conditions
Part – III	: Special Terms & Conditions
Annexure “A”	: Price Bid
Annexure “B” & Annexure “C”	: Declaration of Officer of the company & Particulars of experience of supply.
Annexure – “D”	: Technical specifications.
Annexure – “E”	: Details of particulars to be confirmed/ furnished by the Tenderers along with their offer.

=====
=====
=====



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

Works : Durgapur-15

Phone No. 0343-2559580/ 8170017902

Fax No. 0343 2556667

PART – I

INSTRUCTION TO TENDERER

1.0 General

- (a) The tender must be submitted to the Incharge (P&S), DURGAPUR CHEMICALS LTD., DURGAPUR-713215, DIST.BURDWAN (W.B.).
 Tender fees of Rs 2000/- only to be submitted in the form of DD/Pay Pay Order drawn in favour of Durgapur Chemicals Limited payable at Durgapur(W.B) .The DD/PO towards tender fee to be submitted in a separate envelope superscribed with the word “Tender Fee.”
- (b) Any offer made in response to this tender, when accepted by Durgapur Chemicals Ltd. will constitute a contract between two parties.

2.0 Submission of Tender

- (a) Every tender shall be filled up in English only. Tender should be free from over writing. All corrections and alterations should be duly attested by the tenderer.
- (b) The Tenderer should be a Company/firm registered in India for manufacturing & selling Hydrated Lime or authorized selling agent of the manufacture or a trader of hydrated lime .
- (c) Tender (Techno commercial + Price bid) should submitted in a sealed envelope in a manner prescribed below.
- (i) All techno commercial details along with Earnest Money shall be sent in a separate sealed cover superscribing as “TECHNO COMMERCIAL BID”. One copy of each of our terms & conditions in Part-I, Part-II and Part-III including Annexure-B,C & E duly signed on each page shall also be sent along with “TECHNO-COMMERCIAL BID”.
- (ii) The price bid should be furnished as per prescribed FORMAT (i.e. ANNEXURE-A) and shall be sent in a separate sealed cover superscribing as “PRICE BID”.
- (iii) The tender fee to be submitted in a separate envelope superscribed with the word “Tender Fee.”Tender without tender fee will be outrightly rejected.
- (iv) “Techno Commercial Bid “, “Price Bid” and “Tender Fee” should be put together in another sealed envelope marked.

Tender for: Hydrated Lime

Tender Notice No. : PC/D/RM/HYD.LIME/2015-16/(1)

Date & Time of opening Tender : 10.05.2015 at 15.30 Hrs

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

- (d) (i). In the event of the tender being submitted by a partnership firm it must be signed separately by each partner thereof and in the event of absence of any partner it must be signed on his behalf by his partner holding the Power of Attorney authorizing him/her to do so.
- (ii) Tenderer should submit their organizational set up (Technical and manufacturing design and quality control abilities).

Contd...

- (iii) Tenderer shall submit list of client served (private/public sector) and the list of the supplies successfully executed in the last three years along with value of supply, schedule completion date and actual completion date.
- (iv) Tenderer should furnish yearly turn-over of their company for the last three years, name of the Banker with solvency certificate, latest income tax clearance certificate along with PAN No. and with copy of sale tax clearance certificate (for CST), VAT registration certificate.
- (v) In case tenderer is public limited company the tenderer should furnish certified copy of Memorandum & Articles of Association.
- (vi) The Tender duly signed complete in all respect shall be sent along with Earnest money deposit with a covering letter. EMD cannot be adjusted against earlier EMD/Dues.
- (vii) Tenderer shall not be entitled to claim any cost, charge or incidental expenses for or in connection with the preparation and submission of the tenders even if the "INVITATION OF TENDER" is withdrawn or rejected.
- (viii) The tenderer who have credential of supply of Hydrated Lime to the Stable Bleaching Powder Plant more than 3000 MT in a year shall be given weightage.

3.0 **Receipt & Opening of Tenders**

Tenders will be received upto **15-00 Hrs till 05.10.2015** and the Techno Commercial Bid shall be opened at **15-30 hours on 05.10.2015** in the office of the Incharge (Stores & Purchase) by an officer authorized on his behalf in the presence of those tenderers who may choose to be present.

The representative will have to establish their identity to the satisfaction of the company by producing introductory letter. Otherwise they will not be allowed to be present in the tender opening session. Price bid of qualified bidders will be opened at later date which will be intimated to the qualified bidders.

4.0 **Clear Understanding :**

When a tenderer submits his/her tender in response to the Tender Notice, he/she will be deemed to have understood fully about the requirement, terms & conditions. Company will not accept any liability on the pretext that the tenderer did not have a clear idea of any particular point.

5.0 **Validity of offers**

Tenders shall remain open for acceptance for 90 days from the date of opening of the tender. No revision/modification in the tendered rate will be allowed during the validity of the tender or extended period of validity.

6.0 **Reference list**

- (a) The tenderer should submit along with offers reference list in support of having executed similar nature of job to other Govt. organisation/reputed private sector. (Xerox copies of testimonials to this effect should be furnished).
- (b) The tenderer should submit along with the tender the list of unexecuted orders in hand if any for same/similar items and period by which supplies are proposed to be made.

Contd...

7.0 **Awards of Contract**

- (a) The Company reserves the right. : -
- (i) to accept at its sole and un-fettered discretion, any tender for whole or part or to reject any or all tenders without assigning any reason thereof.
- (ii) to award the contract to one or more number of firms either at equal price or at different prices.
- (iii) to enter into parallel contract simultaneously or at any time during the period of contract with one or more tenderer(s) as the company may think fit.
- (b) Tenderers are advised to quote their most competitive and lowest rate. However the Company reserves the right as special case to consider any tender solely at its discretion
- (c) The company does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
- (d) The purchase order resulting from this tender and any amendments to be issued subsequently with its terms and condition and stipulations constitute the entire agreement relating to the tender between the successful tenderer and the company and both partners are bound by terms and conditions.
- (e) The Company shall mean DURGAPUR CHEMICALS LTD. (DCL) and shall include the Administrative & Executive Officers at its Registered Office at Kolkata as well as its Plant at Durgapur who are authorized to deal with all matters relating to the contract on its behalf.

=====



DURGAPUR CHEMICALS LIMITED

(A GOVT. OF WEST BENGAL ENTERPRISE)

P.O. DURGAPUR-713215, DIST. BURDWAN

AN ISO 9001-2008 & 14001-2004 CERTIFIED COMPANY

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

Phone No. 0343-2559580/ 8170017902

Fax No. 0343 2556667

E mail : dclgdgppurchase@rediffmail.com

PART - II

GENERAL TERMS & CONDITIONS

(1) PRICE :

- (i) Price are to be quoted on FOR,DCL,Durgapur basis. Road freight shall be quoted separately.
- (ii) ED/CST/VAT if any on the items ordered however shall be paid by the company at the rate prevailing on the date of schedule delivery.
- (iii) Prices quoted should be firm and there shall be no variation of the same during period of contract unless specifically agreed to and provided in the contract.

(2) SALES TAX

The CST if applicable will be paid at concessional rate on the cost of materials being supplied including Excise duty, at the rates prevailing at the time of delivery subject to the supplier's claim as a separate item in their bill. The paying authority shall furnish "C" or "D" form at the time of final settlement of bill or at the material time. Separate Invoices (in duplicate) to be furnished for obtaining "C"/"D" Form(s).

(3) EXCISE DUTY.

In case Excise Duty is payable:-

The original documents showing the excise duty already been paid should be enclosed while claiming the reimbursement of excise duty from the company. Company shall avail CENVAT credit against excise duty element. Therefore, DFT (duplicate for transporter) copy of invoice should be sent to the consignee along with supply.

Contd.....

PART-II

(4) PACKING & MARKING :

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

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

(6) PERIOD OF CONTRACT : October'2015 till March2016 – with a provision of extension till completion of supply of the total ordered quantity at the same terms and conditions, at the sole discretion of the Co.(DCL)

(7) DELIVERY:

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

Contd....

PART-II

- (8) DELAYED DELIVERY : Time and date of delivery of materials as will be stipulated in the Order shall be deemed to be the essence of the contract. In case of delay in execution of the Order beyond the date of delivery or as may be mentioned in the Purchase Order (a) Penalty @ 0.5% of the order value per week of delay or part thereof shall be imposed subject to a maximum of 5% of the order value. RR/LR Date shall be deemed to the date of delivery. (b) Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account and at the risk of the vendor.
- (9) FREIGHT: To be paid by the supplier a per Co's (DCL) payment terms & conditions.
- (10) TRANSIT RISK INSURANCE: Transit Risk Insurance should be arranged and covered by the vendor.
- (11) INSPECTION:
Acceptance: Random Hydrated Lime sampling will be made by DCL Central Laboratory at the time of unloading the material at DCL Works. The acceptance/rejection will be made by DCL based on the Analytical report of the samples. The Analysis report of DCL Central Laboratory will be treated as final and binding on both the parties.
- (12) WEIGHMENT :
Weight of material as received at Durgapur Chemicals Works by weighment at Durgapur Chemicals Weighbridge or at any weighbridge as may be decided by DCL will be final and binding upon the supplier in all respect including payments. The shipping documents, Invoices, packing list and all other relevant documents shall contain the same units of weights and measurements as given in the Purchase Order.
- (13) TESTING & REJECTION:
In no case the quality/specification should deviate from what has been specified in the Order. In case material specification deviates from the ordered specification (considering the permissible limit of difference in purity), Durgapur Chemicals have the right to reject entire consignment or part thereof and rejected material has to be taken back by the supplier at their own cost, risk and expenses whatsoever within 15 days from the date of receipt of intimation from Durgapur Chemicals and all rejected material shall be kept in Durgapur Chemicals godown for a maximum period of one month beyond which the company(DCL) shall not be responsible for any loss and damage of the material and will be at liberty to dispose off the materials by any mode as may be decided by the appropriate authority. In such cases all charges towards material handling of the rejected consignments has to borne by the supplier(s). It is explicitly clarified and binding upon the supplier to replace the rejected material if any, within a reasonable time and the company reserves the right to realize all cost, expenses and damages due to loss of production and or any other cause hence for supplier's failure to replace the rejected consignment within reasonable time. Durgapur Chemicals also reserve the right to procure material from other sources or otherwise on emergency basis and all extra cost, expenses and damages involved in such purchase for the quantum of the rejected material or part thereof will have to be reimbursed by the supplier or adjusted from supplier's Bill. The company's Central Laboratory report shall be final and binding upon the supplier to determine the quality of material supplied.

Contd....

PART-II

14) EARNEST MONEY DEPOSIT

- a) All tenderers have to be furnish Earnest Money deposit of Rs.50,000/- by way of Bank Draft in favour of Durgapur Chemicals Ltd. payable at any Nationalized Bank, Durgapur. The tender received without Earnest Money deposit will be rejected.
- b) Earnest Money will be forfeited if the rates are revised/modified during the validity period of Purchase Order or extended period or the order is not executed after acceptance.
- c) If any tenderer backs out after the company has accepted his/her tender, it will be considered as default and the Earnest Money Deposit will be forfeited by the company (DCL) by informing the supplier as having done so.
- d) The Earnest Money Deposit shall liable to be forfeited if the contract is not executed after acceptance of the offer by the tenderer.
- e) Earnest money deposit will be refunded to the unsuccessful tenderers as early as possible after the tender is finalized.
- f) Earnest Money deposit will not bear any interest.

15) DELAYS DUE TO FORCE MAJEURE :

- (a) Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labour strikes, other than those of seller or its suppliers, that prevent the seller from delivering the materials and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement. Existence of Force Majeure will be decided by DCL and such decision will be binding on the contractor.

Contd.....

b) In the event of causes of Force Majeure, occurring within the agreed terms, the delivery date can be extended by the Co. (DCL) on receipt of application from the vendor without imposition of penalty. The decision of the Co (DCL) shall be final and binding on the vendor.

The supply shall be resumed immediately after the contingency(ies) has (have) ceased or otherwise determined and supplier's obligations shall continue to be in force for correspondingly extended period after the resumption of supply. The supplier shall, however, inform the company (DCL) by Registered Post about such Acts at the beginning of such causes of delay within 7 (seven) days of such occurrence.

- c) In the event of delay lasting over a month, arising due to causes of Force Majeure, the company (DCL) reserves the right to cancel the order/contract without any compensation whatsoever.
- d) Only events of Force Majeure which affect the supply at the time of its occurrence shall be taken into cognizance. The company (DCL) shall not be liable to pay any extra cost or increased rates due to delay under Force Majeure conditions. Only appropriate extension of time will be granted.
- e) If the Co (DCL) is not in a position to receive the goods as per the terms of delivery due to any reason, the company(DCL) reserves the right to suspend normal supply until the position returns to normalcy or even to terminate the contract.

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

(17) RISK PURCHASE :

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

(18) SECURITY DEPOSIT :

- a) The amount of Security Deposit as specified in the special terms and conditions of the tender (Part-III) shall be deposited by the successful tenderers.
- b) Failure to furnish a Security Deposit in accordance with the conditions of the tender within 7 days of the award of the contract will be considered to be breach of contract, which would give the company the right to terminate the contract and forfeit the Earnest Money Deposit amount in addition to the right of executing the job through any other supplier at the cost of Tenderers.
- c) The Security Deposit should be submitted in the form of Demand Draft or Bank Guarantee. (Format of Bank Guarantee will be furnished by DCL along with the purchase order).

Contd.....

- d) The Security Deposit will not bear any interest. The company reserves the right to adjust the Security Deposit towards recovery of any amount due from the supplier under the contract. The supplier on receipt of such a claim shall make further deposit/restore the Security deposit for the due amount.
- e) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company (DCL), if the supplier(s) fail to execute the order as per the delivery instruction/programme/schedule or to fulfill any of the contractual obligations or to settle in full the dues to the company.
- f) The company empowered to deduct from the Security Deposit or from other outstanding amounts, any sum that may be determined by the company as being the amount of loss/losses or damage/damages suffered by the company due to delay in the performance or non-performance of any of the conditions of the tender/contract. The decision of the company as to the amount of losses or damages suffered by the company shall be final and binding on the supplier. The company shall not be bound to prove any demonstrable loss or damages suffered by it.
- 19) TERMS OF PAYMENT :
Payment against Invoices shall normally be made within 30 days of receipt and acceptance of materials at our Durgapur Works against GRN
- 20) INVOICING:
Invoices in triplicate (original plus 2 copies) along with other documents shall be sent to - The Incharge (Purchase & Stores), Durgapur Chemicals Limited, Durgapur – 713215, West Bengal.
- (21) CHANGES/MODIFICATIONS : The Co.(DCL) has the option at any time to make changes in quantities ordered or in specification.
- (22) MEMBERS OF THE COMPANY NOT INDIVIDUALLY LIABLE :
No Director or Official or Employee of the company shall in any way be bound or liable personally for the acts or obligations of the company under the contract or answerable for any default or commission in the observance or performance of any of the acts matters or things which are herein contained.
- (23) COMPANY NOT BOUND BY PERSONAL REPRESENTATIONS :
The supplier shall not be entitled to any increase in the rates or any other right or claim for whatsoever reason of any representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given by any employee of the company in his personal capacity.
- (24) NOTICE :
Any Notice hereunder may be served on the Supplier by Registered Post at his last known address. Proof of issue of any such notice should be conclusive of the Supplier having been duly informed.

Contd.....

(25) AMENDMENT OF CONTRACT :

Any Amendment to this contract shall be made in writing by both parties hereto and specifically state to be an amendment to the contract.

26) ARBITRATION

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

27) JURISDICTION :

It is hereby agreed that High Court at Kolkata alone shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with contract.

=====
=====
=====



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

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

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

PART - III

SPECIAL TERMS & CONDITIONS

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

=====
=====
=====

PART – III

SPECIAL TERMS AND CONDITION

1.0 Price:

- 1.1 The price should be quoted on F.O.R., DCL ,Durgapur on door delivery basis with suitable packing as per BIS specification.
- 1.2 The offer should be on firm price basis. No variation will be allowed during the execution of supply.
- 1.3 No siding charge/detention charge payable at dispatching station will be paid by the Company.
- 1.4 All other relevant stipulations shall be as per Clause of Part-II of Tender document.
- 1.5 Tenderer shall quote total price as per Annexure “A” of this Tender document.
- 1.6 The purchaser should avail benefit under MODVAT Scheme against Excise Duty element. Therefore, DFT (duplicate for transporter) copy of invoice should be furnished along with the supply.

=====
=====

Contd...

Part – III

2.0 TERMS OF PAYMENT :

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

3.0 Penalty :

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

3.2 The Penalty shall be levied irrespective of whether the purchaser has suffered any demonstrable loss or not. In case of stoppage of Plant due to stock out situation of raw material owing to delay in supply by the successful tenderer, the production value for the stoppage period shall be recovered from the party.

4.0 Security Deposit :

4.1 In the event of our purchase Order, Supplier should furnish Security Deposit for 10% of the order value either by way of Demand Draft or by way of Bank Guarantee valid till execution of supply. In case the supplier desires to furnish Security deposit by way of Bank Guarantee, the same shall be furnished as per our standard format to be enclosed with our Purchase Order and Bank Guarantee shall be issued by any Nationalized Bank and shall remain valid till execution of supply with three months Claim period thereafter.

4.2 Security Deposit would not carry any interest.

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

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

ANNEXURE-‘A’

TENDER NOTICE NO.

PRICE BID PROFORMA

- | | | | |
|-----|---|-------|-----|
| 1.0 | BASIC PRICE
(Including packing & forwarding) | | Rs. |
| 2.0 | EXCISE DUTY | | Rs. |
| 3.0 | CST/VAT | | Rs. |
| 4.0 | FREIGHT | | Rs. |

Total Price FOR, Durgapur Chemicals,
Durgapur-15(W.B.) .

Rs.

[N.B :- Price should be quoted on per metric tonne basis]

Signature of Tenderer with Tender’s Seal

ANNEXURE - B

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

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

Signature of the Tenderer :

Name and full address of:
the Tenderer

ANNEXURE – ‘C’

PARTICULAR OF EXPERIENCE FOR SUPPLY OF SIMILAR MATERIAL

Name of the customers including Govt. Public Sector undertakings and other Chemical Plants, particularly of contract entered into with them including the current contract.	Year of Supply / Execution.	Value of the Contract.

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

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

PRESS TENDER NOTICE NO. : PC/D/RM/HYD.LIME/2015-16/(2)

Description of material : **Hydrated Lime**

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

PHYSICAL COMPOSITION :

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

CHEMICAL COMPOSITION (percentage by wt).

- Average Lime as Ca(OH)₂ : 90% ± 1%
- Dead Burnt Lime as (CaO) : 2.0 max.
- Acid insoluble matter as (SiO₂) : 1.0 max
- Magnesia as MgO : 1.0 max.
- Alumina as Al₂O₃ : 0.3 max
- Manganese, as Mn₂O₃ : 0.03 max.
- Iron as Fe₂O₃ : 0.20 max
- Moisture : 0.50 to 0.80 max.

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

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

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

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

In case Ca(OH)₂ content of the consignment(s) is found to be less than 90% at DCL, Durgapur Works as per the analysis to be made by DCL Central Laboratory Deptt. on arrival of the consignment (s), then penalty shall be imposed as per the following

Ca (OH)₂ content at DCL/DGP

<u>At the time of inspection</u>	: <u>Rate of deduction.</u>
- Below 89% upto 88%	: Accepted with single pro-rate deduction
- Below 88%	: Rejection.

=====

ANNEXURE-EDETAILS OF PARTICULARS TO BE CONFIRMED / FURNISHED BY THE
TENDERERS ALONGWITH THEIR OFFER.

<u>Sl.No.</u>	<u>Particulars</u>	<u>Tenderer`s Confirmation</u>
1.	Status (manufacturer/Trader).	:
2.	Please indicate type of similar jobs handled.	:
3.	We agree to submit Security Deposit as per tender document (Yes/NO)	:
4.	Permanent Account Tax (PAN) No.	:
5.	Latest Income Tax Clearance Certificate.	:
6.	Sales Tax / VAT Registration No.	:
a)	Central Sales Tax No.	:
b)	State Sales Tax No. / VAT	:
7.	Sales Tax Clearance Certificate valid Upto (to be supported with Sales tax Clearance certificate)	:
8.	Corporate status of manufacturer :	:
a)	Proprietorship Firm	:
b)	Partnership Firm.	:
c)	Private Limited Company.	:
d)	Public Limited Company.	:
e)	Government Undertaking (Please specify Whether Central Govt. Undertaking/State Govt.undertaking).	:
9.	Turnover of our Company in the last 3 (three) Financial year.	:

Contd....

10.	Number of employees (Including managerial staff & chief executive)	:
11.	Office address with Telephone Nos./ Fax No. / E-mail No.	:
12.	Covered area of our Office is approximately	:
13.	Our activities as a manufacturer (specify in brief)	:
14.	Organizational structure of our company (write in brief)	:
15.	We have full laboratory/testing Facilities.	:
16.	We have executed same/similar supply as tender for (please specify)	:
17.	We have executed same/similar supply as Tender for/to Govt.organisation/ Govt. undertaking during the last three Years.(Please specify the name of the Organization indicating their Purchase Order No., value of the P.O., etc. Attach separate sheet if required and also to be supported with credentials).	:
18.	We certify that we have not been debarred from tendering for any contract in any of Central/State Govt. Undertaking or Local Authority.	:
19.	We submitted Earnest Money Deposit By Demand Draft.	:
20.	Our price will remain firm till Completion of the job.	:
21.	Our offer will remain valid for 90 (Ninety) days from the date of opening of offers, Part-I (A & B).	:
22.	We agree to your standard terms of payment as mentioned in the tender document.	:
23.	We agree to accept Guarantee clause	:
24.	We agree to submit performance guarantee to the extent of 10% of P.O. value in the form of Bank Guarantee..	:
25.	We agree to accept all the terms and Conditions as appearing in your tender Documents.	:
26.	Our scope of supply include	:

Contd....

27.	Exclusions from the scope of our supply.	:
28.	Guarantee offered by us.	:
29.	We have submitted our price bid exactly as per Annexure- A of your Tender document	:
30.	We have submitted our price bid under separate sealed envelope.	:
31.	We submitted a copy of your tender document duly signed and stamped on all pages.	:
32.	We hereby certify that the information Given by us/me herein above are Correct.	:

Signature.

Name and Designation:
(i.e. authorized signatory)

Name of Tenderer:

Co`s seal :

***Please furnish the followings:**

- * For Limited company –
- (i) List of Directors with their occupations
 - (ii) Articles of memorandum
 - (iii) Articles of association

- * For Partnership Concern –
- (i) Name of Partners
 - (ii) Partnership deed

Notes: The words “we”, “Our”, “Us”, “You” as appearing in the Annexure shall mean the tenderer and “Your” shall mean Durgapur Chemicals Limited.

Confirmations/documents as confirmed/furnished by the tenderer against this Annexure shall be treated as a part of their Offer/Tender.

=====
