



**DURGAPUR CHEMICALS LIMITED**  
**(AGovt. Of West Bengal Enterprise)**  
**P.O. Durgapur-713215, Dist. Burdwan.**  
**AN ISO 9001-2008 & 14001-2004 CERTIFIED COMPANY**  
Phone No : 0343-2559580/08170017902  
Fax No. : 0343-2556667  
E mail : dclgdppurchase@rediffmail.com

Ref. No.: PC/D/RM/HydratedLime /2018-2019

Date: 17.12.2018

**NOTICE INVITING E-TENDER(NIT) FOR SUPPLY OF HYDRATED LIME AT  
DURGAPUR CHEMICALS LIMITED.**

- |                   |   |
|-------------------|---|
| (a)Annexure - I   | Application Form (to be typed in the letter head of the bidder and Be Uploaded with digital signature).                 |
| (b)Annexure - II  | Technical Specification.  |
| (c)Annexure - III | General Terms & Conditions.   |
| (d)Annexure – IV  | Eligibility criteria for Technical/Qualifying Bids.   |
| (e)Annexure - V   | Format of Technical Bid.(to be typed in the letter head of the bidder and be uploaded with digital signature).          |
| (f) Annexure - VI | Undertaking by the Bidder(to be typed in the letter head of the bidder and be uploaded with digital signature).         |
| (g)Annexure –VII  | Performance Report of Contractor (to be typed in the letter head of the bidder and be uploaded with digital signature). |

**1. Mode of Bid Submission:**

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

**This Notice Inviting e-Tender is also available on the website [www.durgachem.com](http://www.durgachem.com) of Durgapur Chemicals Ltd.**

- ii. It is Two Covers on-line bidding system. The following Two Covers shall be submitted through online at e-portal by the bidder. Last date and time of submission of bids is **as per Critical Data Sheet. Hard Copy of tender application / any other documents shall not be entertained.**
- iii. **EMD of value of Rs. 1, 00, 000/-** will be required to pay online through RTGS/NEFT through ICICI payment Gateway.

iv. **Cover – I (Pre Qualifications & Technical Cover): Containing qualification requirements of suppliers:**

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

v. **Cover – II (Bill of Quantities- B.O.Q.): Containing the financial e-bid:**

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

2. **Estimated Cost of Hydrated Lime:**

Estimated cost of Hydrated Lime upto DCL works is Rs. 8500/- per MT (Excluding GST).

3. **Critical Data Sheet:**

Publish Date	17.12.2018
Bid Document Download	19.12.2018 at 10:00 a.m.
Bid Submission Start Date & Time	19.12.2018 at 11:00 a.m.
Bid Submission End Date & Time	02.01.2019 at 12:00 noon
Bid Opening Date & Time (Cover-II)	04.01.2019 at 02:30 p.m.

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

4. **Opening of Tenders:** The Technical Bid will be opened first in the presence of the Tender Committee Members and Bidders. Financial bids of only technically qualified bidders shall be opened in the presence of the Tender Committee Members. The Bidders, if they wish, can remain present.
5. **Validity of Offers:** Tenders shall remain open for acceptance for 90 Days from the date of opening of the Tender. No revision/ Modification in the Tender Rate will be allowed during the validity period of the Tender.
6. **Quantity:** 1800 MT.
7. **Price:**
- A. On FOR DCL Durgapur(W.B) basis:
- B. Price shall be considered on net of GST delivered on DCI Durgapur Basis.
- C. Ranking of technically qualified bidder will be done based on lowest tender value (net of GST Delivered at DCL Durgapur Basis)
- D. Lowest price received against DCI tender need not be commercially lowest price (L1) and DCL reserves the right to negotiate the same.
8. Goods and Service Tax extra as applicable.
9. **Transit Insurance:** To be borne by vendor.

10. **Period of Contract:** From January'2019 to June'2019 with the provision of extension till the completion of supply of the entire quantity as per Purchase Order with the same terms & conditions. This extension is fully at the sole discretion of the Company (DCL).
11. **Reference list:** The bidder should submit along with offers reference list in support having executed similar nature of job to other Govt. organization/reputed private sector. (Photo copies of testimonials to this effect should be furnished).
12. **Arbitration:** Settlement of disputes, if any arises, at any time between DCL and the contractor upon or in relation to or in connection with any provisions of the agreement regarding purchase of Hydrated Lime shall be referred to the HEAD of DCL or to a person appointed by him as arbitrator. The award of the sole arbitrator shall be final and binding on both DCL and the supplier. The provisions of The Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof shall be deemed to apply and to be incorporated in this contract. The cost incurred for arbitration process must be beared by the both parties.
13. **Legal Jurisdiction:** In case of any proceedings, area of Jurisdiction shall be Durgapur Court only.
14. **Tender submitted by any bidder not meeting any of the above conditions may not be entertained.**
15. **Other Terms &Conditions:** DCL reserves the right to accept / reject any or all the bids submitted on whole or in part without any notice or without assigning any reason thereof.
16. **Contact Person:**

Name:	Mr.S.K.Srivastava
Designation:	HOD (Purchase & Stores)
Address:	Durgapur Chemicals Ltd., P.O. : Durgapur – 15, Hahnemann Sarani, Pin No. 713215, Dist: PaschimBardhaman.
Fax Nos. :	0343-255667
E-mail Id:	<a href="mailto:dlhodpurchase@gmail.com">dlhodpurchase@gmail.com</a>
Mobile:	9932179999

HOD (Purchase & Store)  
Durgapur Chemicals Limited

To be typed in the letter head of the bidder

**ANNEXURE - I**

To  
The HOD (Purchase & Store)  
Durgapur Chemicals Ltd.,  
Pin – 713215, West Bengal.

**Subject: E-tender for Supply of Hydrated Lime .**

Sir,

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

I/We have examined the requisite specifications and terms & conditions of NIT and the same are acceptable to me/us.

I/We certify that information given by us/me in the tender documents 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.

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

A. Name of the Bidder: \_\_\_\_\_

B. Full Postal Address: \_\_\_\_\_

C. Fax No.: \_\_\_\_\_

D. E-mail No.: \_\_\_\_\_

E. Phone No.: Office. \_\_\_\_\_

Mobile. \_\_\_\_\_

Res: \_\_\_\_\_

Date:  
Place:

Yours faithfully,  
(Signature and stamp of the Bidder)  
(State legal status, Whether Proprietorship,  
Partner or Director).

**ANNEXURE - II**

**TECHNICAL SPECIFICATION FOR SUPPLY OF HYDRATED LIME**

**TECHNICAL SPECIFICATION FOR SUPPLY OF HYDRATED LIME**

Description of material : **Hydrated Lime**  
SPECIFICATION : As per IS-1540 (Part-2)/1990

**PHYSICAL COMPOSITION** :

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

**CHEMICAL COMPOSITION** (percentage by wt).

- Average Lime as  $\text{Ca(OH)}_2$  :  $90\% \pm 1\%$
- Dead Burnt Lime as  $\text{CaO}$  : 2.0 % max.
- Acid insoluble matter as  $\text{SiO}_2$  : 1.0 % max.
- Magnesia as  $\text{MgO}$  : 1.0 % max.
- Alumina as  $\text{Al}_2\text{O}_3$  : 0.3 % max.
- Manganese, as  $\text{Mn}_2\text{O}_3$  : 0.03 % max.
- Iron as  $\text{Fe}_2\text{O}_3$  : 0.20 % max.
- Moisture : 0.50 % to 0.80 % max.

**REQUIRED QUANTITY – 1800M.T.**

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  $\text{Ca(OH)}_2$  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  
 $\text{Ca(OH)}_2$  content at DCL/DGP

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

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## ANNEXURE - III

### GENERAL TERMS & CONDITIONS

#### **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.

#### **2.0 TERMS OF PAYMENT :**

100% payment along with applicable GST & 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 20% 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 :** HOD (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.

(7) 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 1800 mt of Hydrated Lime.

(6) PERIOD OF CONTRACT: January'2019 To June'2019 – with a provision of extension till completion of supply of the total ordered quantity at the same terms and conditions, at the sole discretion of the Co.(DCL).

(7) DELIVERY:

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

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

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

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

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

(12) WEIGHMENT :

Weight of material as received at Durgapur Chemicals Works by weighment at Durgapur Chemicals Weighbridge or at any weighbridge as may be decided by DCL will be final and binding upon the supplier in all respect including payments. The shipping documents, Invoices, packing list and all other relevant documents shall contain the same units of weights and measurements as given in the Purchase Order.

(13) TESTING & REJECTION:

In no case the quality/specification should deviate from what has been specified in the Order. In case material specification deviates from the ordered specification (considering the permissible limit of difference in purity), Durgapur Chemicals have the right to reject entire consignment or part thereof and rejected material has to be taken back by the supplier at their own cost, risk and expenses whatsoever within 15 days from the date of receipt of intimation from Durgapur Chemicals and all rejected material shall be kept in Durgapur Chemicals godown for a maximum period of one month beyond which the company(DCL) shall not be responsible for any loss and damage of the material and will be at liberty to dispose off the materials by any mode as may be decided by the appropriate authority. In such cases all charges towards material handling of the rejected consignments has to borne by the supplier(s).It is explicitly clarified and binding upon the supplier to replace the rejected material if any, within a reasonable time and the company reserves the right to realize all cost, expenses and damages due to loss of production and or any other cause hence for supplier's failure to replace the rejected consignment within reasonable time. Durgapur Chemicals also reserve the right to procure material from other sources or otherwise on emergency basis and all extra cost, expenses and damages involved in such purchase for the quantum of the rejected material or part thereof will have to be reimbursed by the supplier or adjusted from supplier's Bill. The company's Central Laboratory report shall be final and binding upon the supplier to determine the quality of material supplied.

14) 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.

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



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

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

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

(17) RISK PURCHASE :

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

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 4 copies) along with other documents shall be sent to - The HOD (Purchase & Stores), Durgapur Chemicals Limited, Durgapur – 713215, West Bengal.

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

(22) MEMBERS OF THE COMPANY NOT INDIVIDUALLY LIABLE :

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

(23) COMPANY NOT BOUND BY PERSONAL REPRESENTATIONS :

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

(24) NOTICE :

Any Notice hereunder may be served on the Supplier by Registered Post at his last known address. Proof of issue of any such notice should be conclusive of the Supplier having been duly informed.

(25) AMENDMENT OF CONTRACT :

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

**ANNEXURE –IV**

**Eligibility criteria for Technical/Qualifying Bids.**

1. Credential towards supply of similar item to any Stable Bleaching Powder production unit for more than three (3) years.
2. Submission of PO copies as a proof of supply.

(ANNEXURE - V

**TECHNO-COMMERCIAL BID**

1. Name & communication address of Bidder

Website addresses & e-mail ID \_\_\_\_\_ Mob. No. \_\_\_\_\_

2. List of documents attached with Bid as per clause 2 of the tender: YES / NO

3. Names of sole proprietor/partner/Director,

4. Name & Designation of the Authorized Signatory & contact person

Full Address :

Telephone number:

Fax No. :

Mail ID :

5. Customs house license no. of the agency \_\_\_\_\_

6. Labour contract license -----

7. Stevedoring license no. of the agency -----

8. Letter of authorization from Government ports issued to agency/associate \_\_\_\_\_

9. Whether owning lorries for undertaking transportation job from nominated plot to wharf:

a) No. of covered lorries / trailers owned (proof to be enclosed)

b) No. of lorries / trailers that can be mustered (proof to be enclosed)

c) Any other equipment (proof to be enclosed)

10. Whether the agency is agreeable to enter into agreement for a period of one year.

11. Financial Details (All figures to be mentioned in Rs.) for 3 Years

Financial Year	Turnover (Rs.)	Net Worth as on close of FY Turnover (Rs.)
2017-18		
2016-17		
2015-16		

12. Details of experience with Orders executed Bidders may provide the detail duly certified by Chartered Accountant) for 3 Years

Years	Name of Client	Products handled	Qty. Handled (MTs)	Value of work executed (Rs.) Lakhs
2017-18				
2016-17				
2015-16				

13. Name address, account number, IFSC / NEFT code of the banker \_\_\_\_\_

14. Income Tax permanent account no of the bidder (certified copy as proof to be enclosed) \_\_\_\_\_

15. Service tax registration no. of the bidder (certified copy as proof to be enclosed) \_\_\_\_\_

16. EPF/ESI no. of the bidder (certified copy as proof to be enclosed) \_\_\_\_\_

17. Name of the authorized contract person \_\_\_\_\_

### Declaration

1. We have carefully gone through the terms and conditions of the tender and hereby agree to abide by the same without any conditions/deviations. A signed and stamped copy of the tender document is being enclosed herewith, towards our unconditional acceptance of the tender terms and conditions.
2. The bidders are advised to sign and stamp each and every page of the tender document as a token of acceptance of the terms & conditions.

We do hereby declare that the above details are correct to the best of my knowledge and belief and nothing has been concealed thereof.

Sign of Bidder with Stamp:

Place:

Date:

**ANNEXURE –VI**

**UNDERTAKING BY THE BIDDER**

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

Signature:  
Date:  
Seal:

-----XXX-----

