



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

NOTICE INVITING QUOTATION No. – PC/D/RM/IND SALT/308/03/17-18

E- offers /online quotations are hereby invited by the HOD (Purchase & Stores), Durgapur Chemicals Limited (DCL) from the bonafide, reliable, resourceful and experienced Vendors for supply of **Industrial Salt (Washery Grade)** to DCL, Durgapur, West Bengal. .in the list attached herewith (BOQ) through electronic tendering (e-tendering) process:-

1.	Quotation No.	PC/D/RM/INDSALT/308/03/17-18
2.	Name of work	Quotation for supply of Industrial Salt (Washery Grade)
4.	Period of supply	From October' 2017- March'2018 (likely to be continued as advised by DCL)
6.	Earnest Money Tender Fee	EMD- Rs. 10,00,000/- [Rupees Ten Lacs only] Tender Fee- Rs. 2000/- [Rupees Two Thousand only]
7.	Tender Uploading date online	06/09/2017
8.	Document Download Start Date.	07/09/2017 at 10.30 P.M
9.	Start Date of bid submission online	07/09/2017 at 12:00 P.M
10.	End Date of Bid Submission Online	23/09/2017 up to 12:00 Noon.
11.	Physical submission of EMD & TENDER FEE Offline	From 08/09/2017 up to 23/09/2017 12.00 P.M. To be submitted by hand in a closed envelop to the Purchase Department, DCL Durgapur, The Envelope should be addressed to HOD(Purchase & Stores), DCL and super scribed with the word EMD & Tender Fee against Tender Quotation No. mentioned above.
12.	Date & time of opening of tender online.	Cover-I (Qualification Documents):- 25/09/2017, after 14:30 P.M. Cover-II (Price Bid) :- To be Notified Later
13.	Download & Upload of Tender Documents	Intending tenderers have to download the tender documents from the link https://wbenders.gov.in using the Digital Signature Certificate. This is the only mode of collection of tender documents. The required filled/digitally signed documents are to be uploaded through the same link.
14.	Registration of Bidders	Intending tenderers willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e- Procurement System through respective helpdesk situated in Jalasampad Bhawan 7 th Floor DVC Study Cell, Salt Lake, Kolkata-700091.
15.	Digital Signature Certificate (DSC)	Intending tenderers is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

Name of the Material: Quotation for supply of INDUSTRIAL SALT (WASHERY GRADE) to DCL, Durgapur, West Bengal.

SPECIFICATION OF INDUSTRIAL SALT (on Dry Basis)

NaCl content	:	99.00% min.	Ca ⁺⁺	:	0.08% max.
Mg ⁺⁺	:	0.04% max.	SO ₄ ⁻	:	0.25% max.
Water Insoluble	:	0.15% max	Heavy Metal content	:	N I L
Iodine content	:	10 ppm. max.	Crystal size	:	3-6mm (60%)
Moisture content	:	4% max.(5% during rainy season i.e. Mid June to end September)			

The Ca⁺⁺ to Mg⁺⁺ ratio should be around 2 . The material shall be white crystal and should be free from any extraneous contamination like Clay, Grit, Dirt etc. and other adulterants.

Manufacturer/Producers who had supplied Industrial Salt to Caustic Soda Plant (Membrane Technology) can only participate in this tender.

TENDER
OF
INDUSTRIAL SALT
(WASHERY GRADE)



DURGAPUR CHEMICALS LIMITED
DURGAPUR – 713215
DIST – BURDWAN
WEST BENGAL

AN ISO 9001-2008 & 14000-2004 CERTIFIED COMPANY



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

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

TENDER NOTICE NO. : PC/D/RM/IND SALT/308/03/17-18

TENDER FOR : INDUSTRIAL SALT

Each page of Tender document should be signed and stamped by the Tenderer as a token of their acceptance of the terms and conditions and should be submitted on our e portal along with TECHNO COMMERCIAL BID within due date & time. For details of tender requirement you may visit our website, i.e. http://www.durgachem.com/tender_list.asp.

TENDER SHOULD BE SUBMITTED AT <https://wbtenders.gov.in>

(Tenders are due for submission by 23.09.2017 within 12:00 hrs)

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Ref. No. _____

Dated : _____

To
The Head of the Department (Purchase & Stores),
Durgapur Chemicals Ltd.,
Durgapur – 713215

Sub: Tender for INDUSTRIAL SALT .
Ref : Tender Notice No. PC/D/RM/IND SALT/-----/-----

Dear Sir,

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

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 being uploaded. The Declaration Form in Annexure-B is also being uploaded.

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

A Copy of our/my Good Service Tax Certificate (latest) is uploaded. Our/my Good Service Tax Registration No. is _____

We/I also are hereby given details of our Credential {at least for 3 (three) years} for the supply of Industrial Salt in the enclosed Annexure-C supported by copies of orders/agreement and performance certificate from the customers.

Earnest Money deposited for Rs.10,00,000/- vide Bank Draft No. _____

Dated _____ is being scanned and uploaded on the e-portal and the original of the same has been sent to your purchase office at Durgapur along with this application.

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.

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 No. _____

D. Phone No. : Office. _____

Mobile . _____

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.

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Works : Durgapur-15
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Phone No. 0343-2559580/ 8170017902
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PART – I

INSTRUCTION TO TENDERER

1.0 General

- (a) The tender must be submitted to the HOD (Purchase &Stores), DURGAPUR CHEMICALS LTD., DURGAPUR-713215, DIST.BURDWAN (W.B.).
- (b) Tender Fees of Rs 2000/- only to be submitted in the form of DD/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**”.
- (c) 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 Industrial Salt of Indian origin.
- (c) Tender (Techno commercial + Price bid) should submitted through e-portal of west Bengal e tender as prescribed below.
 - ⇒ All techno commercial bids to be submitted through <https://wbtenders.gov.in> as per e-tender guidelines.
 - ⇒ The original DD of EMD & Tender fees is to be forwarded to The HOD (Purchase & Stores), Durgapur Chemicals Limited at Durgapur works office along with forwarding letter by super scribing the tender notice number at the top which must be reached at Durgapur Office within due date and time.
- (d) Scan copy of tender fee and EMD must be uploaded along with filled NIT.

Techno commercial Bid shall be opened on due date of opening. Price Bid of only successful Bidders (qualified in techno- commercial stage) shall be opened on a later date with due intimation to the successful bidders.

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- (e)
- (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/her behalf by his/her 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).
 - (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 five years, name of the Banker with solvency certificate, latest income tax clearance certificate along with PAN No. and GST certificate.
 - (v) In case tenderer is public/private limited company the tenderer should furnish certified copy of Memorandum & Articles of Association.
 - (vi) The Tender should be duly signed and complete in all respect shall be sent along with Earnest Money Deposit with a covering letter.
 - (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 Industrial Salt (washery grade)-loose through coastal movement for more than 50,000 MT in a year shall be preferred.

3.0 **Receipt & Opening of Tenders**

Tenders will be received through e-tender upto **12.00 hrs. till 23.09.2017** and the Techno Commercial Bid shall be opened at **14:30 hours on 25.09.2017** in the office of the HOD (Purchase & Stores) by an officer authorized on his behalf in the presence of those tenderers who may choose to be present through e-portal.

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 as mentioned in the NIT of salt e-tender.

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.

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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. organization/reputed private sector. (Photo 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.

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 conditions and stipulations constitute the entire agreement relating to the tender between the successful tenderer and the company and both parties 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.

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PART - II

TERMS & CONDITIONS

(1) PRICE :

- (i) Price are to be quoted on CIF-DCL,Durgapur (West Bengal) basis.
- (ii) 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.
- (iii) The quoted price should be inclusive of all cost associated upto delivery at DCL Works, Durgapur (W.B).
- (iv) No additional charges would be paid.
- (v) Detail cost –break up should be furnished in BOQ only.

(2) GOODS SERVICE TAX: Not applicable

(3) QUANTITY:

The total quantity to be procured will be 25000MT (approx.) of Industrial Salt (4 ship loads of 6000mt capacity each)

(4) Period of Contract: October '2017 till March' 2018 – with a provision of extension till completion of supply of the total ordered quantity at the same terms and conditions, at the sole discretion of the Co.(DCL)

(5) DELIVERY:

Time of delivery as mentioned on the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Co (DCL).Goods should be delivered in good order and condition at DCL Works, Durgapur within the time specified in the Purchase Order. Otherwise the company will have the option to cancel the whole or any part of the contract and or purchase the material from alternative source at the risk, responsibility and cost of the supplier.

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- (6) Delayed Delivery:
Time and date of delivery of material as stipulated in the purchase order shall be deemed to be the essence of the contract. In case of delay in execution of delivery of the consignment beyond the date of stipulated delivery schedule, the Co. (DCL) may at its option either (a) Impose penalty@0.5% of the order value per week of delay or part thereof subject to a maximum of 5% of the order value (**Bill of Lading** date shall be deemed to be the date of shipment) (b) Cancel the purchase order in full or part and purchase the material from alternative sources at the risk, responsibility and cost of the supplier and adjust the amount from the Security Deposit.
- (7) INSPECTION, SAMPLING & TESTING:
On receipt of salt consignment at DCL Works, Durgapur, random Salt sampling will be made by DCL, Central Laboratory at the time of unloading the material at DCL Works. The Analysis report of DCL Central Laboratory will be treated as final and binding on both the parties.
- (8) SELECTION OF HEAPS:
At least 10 days before dispatch the supplier shall notify M/s DCL. M/s DCL may at their option depute Chemist to supplier's salt works to draw samples of salt from the heaps offered by supplier. The samples would be analyzed and suitable heaps will be selected by DCL's chemist and the supplier shall supply salt only from heaps selected by DCL's chemist. DCL may adopt the procedure only to guide the supplier to supply the salt from selected heaps but will not absolve the supplier of warranty that the salt offered conforms to the prescribed specification.
- (9) TRANSPORTATION:
The salt consignment would be dispatched by the supplier in Marine vessel to Kolkata/Haldia port. The material is then to be dispatched from the discharge port to DCL works, Durgapur in truck loads. Trucks shall be properly covered to avoid spillage. The price agreed upon is on C.I.F-DCL, Durgapur (W.B) basis.
Since the port jetty contain various kind of materials like cement, sugar etc. the supplier has to ensure proper cleaning, washing of the jetty to avoid contamination with various foreign particles. The supplier should provide tarpaulins sheets on the floor of the jetty and also for covering the loose salt cargo. All the trucks/vehicles engaged for carrying the salt from discharge port to DCL works must be clean, fit and free from any contamination.
Bill of Lading should be raised in the name of "Durgapur Chemicals Limited", Durgapur- 713215.
- (10) Weighment: Weight of material as received at Durgapur Chemicals Limited (DCL), Durgapur 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 measurement as to be mentioned in the purchase order.

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PART - II

- (11) SHORTAGE AND TOLERANCE: Shortage if any will be allowed upto 1% as tolerance to take care of Scale difference, transit loss and other related factors but shortage in excess over 1% will be to supplier' account. The recovery of loss for shortage will be made against the bill/bills of the contractor at the rate at which material is purchased and logistical cost towards shipment and delivery upto DCL works.
- (12) MARINE INSURANCE: Marine Insurance to be arranged and covered by the supplier. Co. (DCL) will not be liable for any transit loss.
- (13) EARNEST MONEY DEPOSIT
- a) All tenderer have to be furnished Earnest Money deposit of Rs.10.00 lakhs by way of Bank Draft/Pay Order in favour of Durgapur Chemicals Ltd. payable at Durgapur. The tenderer must upload the scan copy of EMD on e-portal and the original must be sent to Durgapur Chemicals Limited before opening of Techno-Commercial Bid.
 - b) Earnest Money will be forfeited if the rates are revised/ modified during the validity period of the contract 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 tenderer 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 after finalization of the tender.
 - f) Earnest Money deposit will not bear any interest.
- (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 tenderer.

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PART - II

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 supplies until the position returns to normalcy or even to terminate the contract.

(15) Delivery basis : C.I.F-DCL, Durgapur (West Bengal)

(16) 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 salt 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.

(17) 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 Bank Guarantee. (Format of Bank Guarantee will be furnished by DCL along with the purchase order).

Contd.....

PART - II

- 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.
- 18) Goods Service Tax: Applicable as per Govt. Rules.
- 19) TERMS OF PAYMENT:

For each shipment the following payment terms will be applicable:

50% of the total cost (including GST) to be paid in advance immediately after intimation regarding vessel placement for salt loading i.e 7 days before placement of vessel at loading port.

25% of the total cost (including GST if any) to be paid in advance against submission of **Bill of lading (B/L)** to DCL.

15% of the total cost (including GST) to be paid in advance against receipt of the entire consignment at DCL, Works, Durgapur.

Balance 10% of the total cost including GST would be released within 15 days after completion of delivery of the industrial salt consignment at DCL Works, Durgapur against GRN and on submission of final invoice/bills. All adjustments towards tolerance, short receipts etc. would be considered at the time of payment of balance 10% of the total cost.

All payment(s) to the supplier would be paid through RTGS in supplier's designated account or in the form of Demand Draft. The bank commission charges towards Demand Draft/RTGS have to be borne by the supplier.

The supplier shall issue post dated cheques (PDC's) payable at par in all branches in favour of Durgapur Chemicals Limited against advance payments equivalent to the advance amount remitted. The PDC's would be returned to the contractor immediately after receipt of the material at DCL Works, Durgapur.

Proforma Invoices towards advance payment(s) shall be forwarded to DCL for processing of the payments.

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PART - II

21) Invoicing:

Advance payments would be remitted against Proforma Invoices. The supplier should submit Proforma Invoices accordingly well in advance for processing the necessary payment. Final Invoice in triplicate (original plus 2 copies) along with copy of the **Bill of Lading (B/L)** shall be sent to – The HOD (Purchase & Stores), Durgapur Chemicals Limited, Durgapur – 713215, West Bengal.

RTGS Details: The supplier should furnish its RTGS details to M/s DCL in writing in the event of placement of purchase order.

(22) Changes/Modifications: The Co. (DCL) has the option at any time to make changes in quantities ordered or in specification.

(23) 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.

(24) 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.

(25) 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.

(26) 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.

27) 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.

28) JURISDICTION:

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

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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.

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PART – III

SPECIAL TERMS AND CONDITION

1.0 **Price:**

- 1.1 The price should be quoted on C.I.F., DCL Durgapur (W.B) in the given BOQ on e-portal.
- 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 loading/discharging port will be paid by the Company.
- 1.4 All other relevant stipulations shall be as per Clause of Part-II of Tender document.

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Part – III

2.0 TERMS OF PAYMENT :

For each shipment the following payment terms will be applicable:

50% of the total cost (including GST if any) to be paid in advance immediately after intimation regarding vessel placement for salt loading i.e 7 days before placement of vessel at loading port..

25% of the total cost (including GST if any) to be paid in advance against submission of **Bill of lading (B/L)** to DCL.

15% of the total cost (including GST if any) to be paid in advance against receipt of the entire consignment at DCL,Works,Durgapur.

Balance 10% of the total cost including service tax (if any) would be released within 15 days after completion of delivery of the industrial salt consignment at DCL Works, Durgapur against GRN and on submission of invoice/bills. All adjustments towards tolerance, short receipts etc. would be considered at the time of payment of balance 10% of the total cost.

All payment(s) to the supplier would be paid through RTGS in supplier's designated account or in the form of Demand Draft. The bank commission charges towards Demand Draft/RTGS have to be borne by the supplier.

The supplier shall issue post dated cheques (PDC's) payable at par in all branches in favour of Durgapur Chemicals Limited against advance payments equivalent to the advance amount remitted. The PDC's would be returned to the contractor immediately after receipt of the material at DCL Works, Durgapur.

Proforma Invoices towards advance payment(s) shall be forwarded to DCL for processing of the payments.

3.0 Penalty :

3.1 Time and date of delivery of material as stipulated in the purchase order shall be deemed to be the essence of the contract. In case of delay in execution of delivery of the consignment beyond the date of stipulated delivery schedule, the Co. (DCL) may at its option either (a) Impose penalty@0.5% of the order value per week of delay or part thereof subject to a maximum of 5% of the order value (Bill of Lading date shall be deemed to be the date of shipment) (b) Cancel the purchase order in full or part and purchase the material from alternative sources at the risk, responsibility and cost of the supplier and adjust the amount from the Security Deposit.

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 salt owing to delay in supply by the successful tenderer, the production value for the stoppage period shall be recovered from the party.

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Part –III

4.0 **Security Deposit:**

4.1 In the event of award of purchase order, the supplier should furnish Security Deposit for an amount of Rs 25.00 lakhs (lumpsum) by way of Bank Guarantee valid till execution of supply. Bank Guarantee shall be furnished as per our standard format to be enclosed with the Purchase Order. Bank Guarantee shall be issued by any Nationalized Bank and shall remain valid till execution of supply with six months Claim period thereafter.

4.2 Security Deposit and EMD would not carry any interest.

5.0 **Other Clause:**

Any demurrage either at the load port or at the discharge port will be completely borne by the supplier.

Any dispute arising out of the charter party agreement entered by the supplier with the shipping line will be on supplier's account only.

The supplier should intimate the exact date of vessel placement at loading port, date of vessel berthing at discharge port and date of arrival of consignment at DCL, Durgapur from time to time.

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

7.0 **Paying Authority :** The HOD (A & T), Durgapur Chemicals Limited, P.O. Durgapur – 713215, Dist. Burdwan, West Bengal.

ANNEXURE - A

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 – ‘B’

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 TenderName & Full Address with Tenderer's Seal

ANNEXURE – C

1. SPECIFICATION OF INDUSTRIAL SALT – WASHERY GRADE (on Dry Basis)

Material : Industrial Salt (Washery Grade)

SPECIFICATION OF INDUSTRIAL SALT (on Dry Basis)

NaCl content	:	99.00% min.	Ca ⁺⁺	:	0.08% max.
Mg ⁺⁺	:	0.04% max.	SO ₄ --	:	0.25% max.
Water Insoluble	:	0.15% max	Heavy Metal content	:	N I L
Iodine content	:	10 ppm. max.	Crystal size	:	3-6mm (60%)
Moisture content	:	4% max.(5% during rainy season i.e. Mid June to end September)			

The Ca⁺⁺ to Mg⁺⁺ ratio should be around 2 . The material shall be white crystal and should be free from any extraneous contamination like Clay, Grit, Dirt etc. and other adulterants.

The supplier should take all possible care to ensure that the Industrial Salt to be supplied by them adhere to the above specifications.

Penalty shall be applicable as follows only in such cases where the tested result of the respective parameters deviates from the stipulated limits:-

Sl. No.	Parameters	Unit	Required Specification (ondry basis)	Allowable limit with normal penalty	Normal penalty/ deduction per MT of salt	Excess penalty/ deduction per MT of salt
1.	Sodium Chloride content (NaCl)	% by wt	99.00 min.	98.50	For every 0.1% of NaCl purity reduction at unloading point 1% of the landed price will be deducted on prorata basis	Below 98.50% upto 97.50% penalty @ Rs.2000/-mt. Below 97.50% rejection
2.	Calcium (Ca ⁺⁺)	% by wt	0.08 max.	0.10	@Rs.20/-pmt for per 0.01% variation over and above 0.08% upto 0.10%	Higher than 0.10% upto 0.14% by wt. penalty@ Rs 40/-pmt. Higher than 0.14% by wt. penalty @ Rs 80/-pmt
3.	Magnesium (Mg ⁺⁺)	% by wt	0.04 max.	0.05	@Rs.20/-pmt for per 0.01% variation over and above 0.04% upto 0.05%	Higher than 0.05% upto 0.07% by wt. penalty@ Rs 40/-pmt. Higher than 0.07% by wt. penalty @ Rs 80/-pmt

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4.	Sulphate (SO ₄ ²⁻)	% by wt.	0.25 max.	0.30	@Rs.20/-pmt for per 0.01% variation over and above 0.25% upto 0.30%	Higher than 0.30% upto 0.35% by wt. penalty@ Rs 40/-pmt. Higher than 0.35% by wt. penalty @ Rs 80/-pmt
5.	Water Insoluble	% by wt.	0.15	0.20	For every 0.01% increase in water insolubility at unloading point 1% of the landed price will be deducted on pro-rata basis.	Higher than 0.20% penalty @2% of the landed cost will be deducted on pro-rata basis.
6.	Moisture	% by wt	4.00	6.00	For every 0.1% increase in moisture content at unloading point 0.1% of the landed price will be deducted on pro-rata basis.	—
7.	Iodine	ppm	10	20	Higher than 10 ppm upto 20 ppm penalty@2.5% of the basic price will be deducted on pro-rata basis for increase of every ppm.	—

Note:

(i) For deviation in Ca⁺⁺ to Mg⁺⁺ ratio, the following penalty will be imposed :

<u>Deviation Range</u>	<u>Penalty</u>
2 to 1.75	NIL
Below 1.75 upto 1.50	Penalty @2% of the landed cost on pro-rata basis
Below 1.50 upto 1.25	Penalty @4% of the landed cost on pro-rata basis
Below 1.25 upto 1	Penalty @4% of the landed cost on pro-rata basis below 1 Rejection

(ii) Mixing of poor quality of salt is strictly prohibited. Salt quality should be uniform as far as practicable. In case of any such deviation, the Company (DCL) reserves the right to reject the entire salt consignment or impose appropriate penalty as may be deemed fit.

3. Quantity:

The quantity of 25000 MT (approx.) is to be delivered in phase manner. In the event of the Order, supplier shall execute the supply as per the requirement of the company to be mentioned in the Purchase Order.

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

ANNEXURE-D

DETAILS 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. & Service Tax Registration no.	:
5.	Latest Income Tax Clearance Certificate.	:
6.	GST Registration No.	:
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...

Durgapur Chemicals Limited

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	:

Durgapur Chemicals Limited

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.

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