

Tender Notice No: AT/01/PUR/2014-15

Date:03.04.2014

Tender Enquiry Form under Two Bid system

- **Last Date and Time for Receipt Of Bid:28.04.2014 up to : 2.00 PM**
- **Date of Pre Bid Meeting: 17.04.2014 & 18.04.2014.**
- **Date of Opening of Technical Bid: Date:28.04.2014 at : 04.00 P.M**

1. Sealed and Super scribed tenders under Two Bid System (Techno-Commercial) in the prescribed form are invited from Manufacturer(s)/Authorised Agent(s) for the supply of “Sulphuric Acid,98% as per IS:266(1997)” to our Panihati Factory, Kolkata for the year 2014-15.

2. The technical specification, approximate quantities and other terms and conditions are given in the Tender documents, which can be had from our Panihati Factory at B.T Road,P.O.Panihati,Kolkata 700114,(W.B) on any working day from 03.04.2014 between 09.30 A.M to 3.30 NOON by paying Rs.500/- DD for each tender in favour of Bengal Chemicals & Pharmaceuticals Limited payable at Kolkata. If the documents are required by Post, an additional charge of Rs.50/- may be remitted towards postal/courier charges, in addition to the cost of tender documents. The DD should be drawn on a Nationalized Bank favouring Bengal Chemicals & Pharmaceuticals Limited, payable at Kolkata.

3. The details can also be had from our Website at **www.bengalchemicals.gov.in** The tenderers can download the documents from our website and in such case the tender fee should be paid by way of DD along with technical bid.

4. The last date & time of issue of Techno-commercial Bid documents will be up to 26/04/2014; 12 Noon. Completed tenders in sealed cover super scribed with Tender Nos. should reach Bengal Chemicals & Pharmaceuticals Ltd latest by 28/04/2014; 2.00 PM.

5. Bengal Chemicals & Pharmaceuticals Ltd will not be responsible for any delay in transit.

6. The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened.

7. The date and time of opening of Price bid will be intimated separately. The Price Bids of Tenderers who do not qualify in the Technical bid evaluation will be returned unopened.

8. The Price Bid of new vendors and those under vendor development programme will be opened only after submission of sample and successful completion of plant trial as laid down in the vendor development protocol.

Item name: "Sulphuric Acid,98% as per IS:266(1997)"

TECHNO-COMMERCIAL BID

Tender No:..... Date:--03.04.2014

M/s.

Dear Sirs,

Sub: Tender Forms for Technical Bid & Price Bid

We are enclosing herewith the Technical Bid & Price Bid Tender Forms.

The Tender Forms are to be duly filled up in **duplicate**, signed and returned, in a sealed cover super scribed with the above Tender No., the due date and date of opening, addressed to the Sr.Officer/Officer(Purchase), Bengal Chemicals & Pharmaceuticals Limited, B.T Road, P.O. Panihati, Kolkata-700 114.

The last date & time of receipt of Bids : 28/04/2014; 2.00 PM

Date & Time of opening of Technical Bid : 28/04/2014; 4.00 PM

Yours faithfully,

For, ----- LIMITED

NAME & SIGNATURE OF THE APPLICANT

PLACE:

DATE :

(WITH OFFICE SEAL)

CONTENTS OF BID DOCUMENT

I. INSTRUCTION TO BIDDERS:

II. TECHNICAL BID FORMS

1. Schedule A - Specification
2. Schedule B - Minimum Eligibility Criteria
3. Schedule C - Questionnaire - General information of the
Manufacturer/Supplier.
4. Schedule D - Terms & conditions.
5. Schedule E - Questionnaire for minimum eligibility criteria.
6. Schedule F - Specific Conditions.
7. Schedule G - Questionnaire for Vendor Development.
8. Schedule H - Declaration accepting Terms and Conditions of the Tender

III. PRICE BID FORMS

Schedule I - Rate Schedule for Panihati, Kolkata

TENDER NO:

INSTRUCTIONS TO BIDDERS

1. The Bid is intended to procure material as per specification in Schedule A.

2. The bid consist of two parts :

- a. Technical Bid
- b. Price Bid

3. The Technical Bid should be accompanied by Earnest Money Deposit (EMD) in the form of DD drawn in favour of M/s.BENGAL CHEMICALS & PHARMACEUTICALS LTD. payable at KOLKATA for a sum of Rs. 50,000/- failing which the Tender is likely to be rejected. **The EMD submitted will be converted to Security Deposit and will be Released at the end of contract period.**

4. SSI units interested in availing exemption from payment of EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC.

5. Technical & Price Bids should be in separate sealed covers. Technical and Price Bids shall be superscribed as “Technical Bid “ and “Price Bid” on the respective covers in order to clearly identify between the two Bids. These two bids should be submitted in a single sealed cover with the respective Tender No. Mentioned thereon, complete in all respect, addressed to the **SR.OFFICER/OFFICER (PURCHASE), on BENGAL CHEMICALS & PHARMACEUTICALS LTD,PANIHATI, KOLKATA-700 114. Payable at KOLKATA** on or before the due date and time mentioned in the Tender Notification. BCPL shall not be responsible for any delay, if any, in the delivery of the bidding document or non-receipt of the same.

6. Bid submission / Bid opening dates

a. The last date & time of receipt of Bids : 28.04.2014; 2.00 PM

b. Date & Time of opening of Technical Bid : 28.04.2014; 4.00 PM

7. In the event of the date mentioned above being declared subsequently as holiday for the purchaser’s office, the due date for submission and opening of bids will be

the next working day at the same venue and time.

8. Bids received after the deadline for submission shall not be considered.

9. The Bidder is expected to examine all specifications, Instructions, Forms, terms and conditions given in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the Bid.

10. Any clarification required will have to be obtained one week prior to the Date of opening of the Technical Bid.

11. A certificate/Declaration as given in Schedule H stating that ALL TERMS AND CONDITIONS of this Tender is acceptable should accompany the tender failing which the tender is likely to be summarily rejected.

12. The validity of the Technical Bid is for a period of two years and Price Bid shall be for a period of one year (2014-15).

13. The quantity mentioned herein is approximate annual requirement with Staggered delivery and in case less or more quantity is required the suppliers Should be prepared to effect supply at short notice on the same terms and Condition.

14. (a) The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened. The date and time of opening of price bid will be intimated.

(b) The Price Bid of new vendors and those under vendor development programme will be opened only after submission of sample and successful completion of plant trial as laid down in the vendor development protocol.

(c) The Price Bids of Tenderers who do not qualify in the technical bid will be returned unopened.

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TENDER NO:

Schedule A
Page 1 of 3

TECHNICAL BID

SPECIFICATION: Given in the next page..

TENDER NO:



BENGAL CHEMICALS & PHARMACEUTICALS LTD.
(A Government of India Enterprise)
B.T.Road, Panihati 24 Pgs., (N)
Kolkata : 700 114.

Specification of Sulphuric Acid 98%

1. Physical Appearance : 98% strength (Technical/Commercial Grade)
Transparent Liquid IS:266(1977), *colourless or white*
2. Chemical Properties : As IS:266(1977).
3. Specific Gravity : As IS:266(1977).
4. Others : As IS:266(1977).

[Signature]
19/6/07

TENDER NO:

Schedule A
Page 3 of 3

Quantity required : 1700 MT.

a. Kolkata :

We hereby agree to supply the above material as per the specification listed herein.

PLACE:

NAME & SIGNATURE OF THE APPLICANT DATE :

DATE : (WITH OFFICE SEAL)

TECHNICAL BID

TENDER NO:

Schedule B
Page 1 of 2

Minimum Eligibility Criteria for qualifying in the Technical Bid

Material: “Sulphuric Acid,98% as per IS:266(1997)”

1. The vendor should have in-house testing facility to check the product for BCPL Parameters and should be able to issue test certificate or its principal for each batch/lot.

2. The minimum annual turnover of the bidder (Manufacturer/Approved Agents) should be Rs.3 Crores. Vendors are required to submit copies of P & L and balance sheet relating to the last three years in support of their claim.

3. The vendor should be a manufacturer/authorized agent. In the case of an authorized agent, the following documents to be enclosed.

a. Letter from the manufacturer authorizing them to participate in the tender should be furnished.

b. Letter from the manufacturer stating that the product being offered is as per the specification given in Schedule A of the tender.

NOTE :-

a. Vendors whose name appear in our list of approved vendors shall stand qualified in the Technical Bid, if they meet the above minimum eligibility criteria and quality of the material is approved for our consumption.

b. (i) Vendors other than (a) above fulfilling the minimum eligibility criteria shall be considered as vendor under development. They shall have to complete the vendor development protocol (approval of sample, plant trial etc) for enlistment as an approved vendor.

TENDER NO:

Schedule B
Page 2 of 2

ii) The price bid of the vendors under development (b (i)) shall be retained unopened.

The price bids will be opened only after submission of sample and successful completion of plant trial as laid down in the vendor development protocol. Order on such vendors shall be placed either at their quoted rate or the final L1 rate whichever is lower.

c. Vendors who do not meet the minimum eligibility criteria shall be considered as DISQUALIFIED in the tender. Their Price Bid shall be returned unopened to them.

.....

TENDER NO:

SCHEDULE -C
Page 1 of 2

QUESTIONNAIRE

(General information of the manufacturer / supplier)

1. Name & Address of the Supplier :

(a) Telephone No.

(b) Fax No.

(c) E-mail Address

(d) Name of contact person

(e) Whether proprietary/partnership/
Limited company.

(f) Specify whether SSI / MSME unit

2. How many years have you been in the :
business of manufacturing/selling?

3. What is your annual production capacity :

4. Indicate the quantity you can supply BCPL :
per month

5. What would be the minimum period :
required to deliver the ordered quantity
from the date of confirmed purchase
order?

6. Have you been a supplier to any :
Pharmaceutical Industry, if so give details
of the name, address, quantity and values of
orders received and executed during the
last three year? (Attach separate sheet)

7. Kindly furnish the name and address of :
the Transporter through whom the rejected
material is to be returned on freight to pay
basis (Ref. clause d of Schedule D)

TENDER NO:

SCHEDULE -C

Page 2 of 2

TECHNICAL BID

QUESTIONNAIRE

8. Annual Turn Over during the :
last 3 years?

(Copy of P&L and Balance sheet to be attached.)

9. Details of tax registration :-

a) CST No. :

b) TIN No. and VAT No. :

10. Name & Address of your Banker(s) :

11. A/C no. & Swift Code :

12 Any other details :

All the information provided herein is true & correct.

PLACE:

NAME & SIGNATURE OF THE APPLICANT

DATE : (WITH OFFICE SEAL)

TENDER NO:

SCHEDULE – D

Page 1 of 5

TERMS & CONDITIONS

1. The Tender should be completed in all respects. Incomplete tenders are liable to be rejected.
2. Unsealed Tenders received are liable to be rejected and this will be at the sole risk of the Tenderer.
3. The EMD of successful bidders will be converted to Security Deposit and will be refunded at the end of contract period.
4. (a) The quoted rate shall be valid for a period of one year during which period no price escalation and no change in terms and conditions will be allowed on any ground.

(a) In the event of failure on the part of the supplier to supply the material as per the delivery schedule or supply material at the agreed rate during the contract period, BCPL would procure the material from alternate source at the risk and cost of the supplier. **In such cases, the additional cost incurred will be recovered from the supplier.**

(c) Failure to supply the material for any of the above reasons will also entail forfeiture of Security Deposit and even blacklisting of the supplier for a minimum period of two years.
5. Conditional tenders / tenders with deviation will not be considered.
6. The quantity mentioned herein is approximate annual requirement and in case the company requires less/more quantity, the supplier should be prepared to affect supply at short notice at the agreed rate, terms and conditions.
7. BCPL reserves the right to split up the quantity(in the ratio 60:25:15;) and place the order on more than a supplier,if requires (a Order may be placed to L-2 & L-3 bidder only if they matches with L-1 price).BCPL also reserves the right to accept or reject the offer without assigning any reason.
8. The tender is liable to be suspended or cancelled at anytime at the discretion of the company without assigning any reason.

In the event of placing orders: -

a. Sample should be submitted and got approved before effecting bulk supply.

TENDER NO:

SCHEDULE – D

Page 2 of 5

b. Test Report of the product is to be attached with each consignment batch wise specifying therein the readings of the final test.

c. In case of rejection the material should be taken back and replaced at supplier's risk and cost within 7 days of intimation from BCPL. The material found defective during online usage shall also be replaced at yours risk and cost within 7 days of intimation from BCPL.

The procedure in this regard would be as follows:-

(i) Material shall be returned through the Transporter indicated in Schedule C or through our approved Transporter on freight to-pay basis.

(ii) Alternatively the rejected material shall be destroyed at our end.

(iii) The cost incurred for disposal of the rejected material shall be recovered from supplier.

(iv) The supplier is required to replace the rejected material failing which Bengal Chemicals & Pharmaceuticals Ltd reserves the right to procure the material from alternate source(s) at supplier's risk and cost.

(v) Making arrangements to lift the rejected items is entirely responsibility of the supplier. If the material is not lifted within specified period, the same would be handled as scrap & disposed

d. A certificate confirming that the product offered is environment friendly i.e., non-hazardous to the environment is to be enclosed with the Techno-Commercial Bid.

e. The supplier agrees to supply strictly as per the order terms in respect of quantity and quality. Bengal Chemicals & Pharmaceuticals Ltd reserves the right not to receive material beyond the delivery date given in the order.

f. The supplier has to supply as per the rate quoted /agreed and other terms & conditions for a period of one year during which period no price escalation and no change in terms and conditions will be allowed on any ground.

g. Acceptance of the delayed supplies and excess quantity is solely at the discretion of Bengal Chemicals & Pharmaceuticals Ltd. In the case of excess supply the excess quantity shall be returned back through the Transporter indicated in Schedule C (clause 5) or our authorized transporter on freight to pay basis.

h. The parties have to abide by delivery schedule given in the supply order strictly. Penalty @ 0.5% value of the materials per week of delay subject to a maximum of 7.5% of the value of the supply defaulted will be imposed if material is accepted by the company after the stipulated delivery period.

TENDER NO:

SCHEDULE – D

Page 3 of 5

i. BCPL reserves the right to inspect the facilities for GMP by their officials or by an authorized independent third party agency for compliance.

j. All dispatch documents like delivery note/challan, packing list and invoice should contain the following details

Supply Order No.& date

Description of items as contained in the supply Order

Quantity dispatched

Manufacturing date.

Expiry date.

Total Number of packages/ serially numbered

Test certificate

BCPL's CST / TIN No.

The L.R No. should be intimated immediately after dispatch of the material by e-mail/fax

l. The following information shall be stenciled or labeled on the exterior of the packing in bold letters, clearly visible, at least 50mm high with waterproof ink.

i. Name of Product (as given in supply Order)

ii. Date of Manufacture (Monthly/Yearly)

iii. Date of expiry.

iv. Quantity

v. Instruction off storage and handling

vi. Name & Address of Manufacturer

vii. Company's address in full

viii. All packages should be separately numbered and it should appear on top of the packages with proper labeling.

m. The following documents should accompany the consignment

a. Invoice in triplicate

b. Delivery Note/Challan

c. Packing List

d. LR/AWB/----

e. Material Safety Data Sheet(MSDS)

f. Environment clearance certificate

k. Mode of Transport shall be by road, unless otherwise specified.

TENDER NO:

SCHEDULE – D

Page 4 of 5

l.

a. Payment shall be made 90 Days credit.

**b. The payment against delivery will be made against a cash discount of 5%
(for arriving at L1, the price quoted against 90 days will be applicable. If a party quotes
payment against delivery the price will stand corrected by 5% upward for comparison.)**

m. The jurisdiction of any dispute, suits and proceedings arising out of this tender shall be only in the court of Kolkata as the case may be.

TENDER NO:

SCHEDULE – D

Page 5 of 5

INDEMINITY CLAUSE:

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate with in the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of BCPL.

The supplier shall have no right to change the quantity stipulated in the supply order.

Bid pronounced Non Responsive by BCPL shall be summarily rejected.

The decision of BCPL will be final and no correspondence on this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

PLACE:

NAME AND SIGNATURE OF THE APPLICANT

DATE: (WITH OFFICE SEAL)

TENDER NO:

SCHEDULE- E
Page 1 of 1

TECHNICAL BID

QUESTIONNAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA

Material: “Sulphuric Acid,98% as per IS:266(1997)”

1) Can you supply material as per our specification given in Schedule ‘A’

2)Are you a Manufacturer/ Authorized Agent YES/NO

3) In the case of an Authorized Agent, YES/NO
i. Have you enclosed a letter of YES/NO confirmation from

the manufacturer appointing you as the authorizing the agent valid for 2013-14

ii. Also have you enclosed a letter from the manufacturer/Principal that the product being offered is as per the specification given in Schedule A?

4. What is your annual production capacity?

5. What is your annual turnover?

(Please enclosed copy of Annual Report of the year 2010-11;2011-12 & 2012-13)

TENDER NO:

SCHEDULE – F
Page 1 of 1

TECHNICAL BID

SPECIFIC CONDITIONS FOR SUPPLY OF
Item name

Mode of Packing

PACKING: item wise to be mentioned.

PLACE:

NAME & SIGNATURE OF THE APPLICANT

DATE: (WITH OFFICE SEAL)

TENDER NO:

SCHEDULE – G

Page 1 of 2

QUESTIONNAIRE FOR VENDOR DEVELOPMENT
(TO BE FILLED BY NEW VENDORS)

NAME OF PRODUCT:

1. Name & Address of the Manufacturer :

(a) Telephone No.

(b) Fax No.

(c) E-mail Address

(d) Name of contact person

(e) (i) Whether proprietary/partnership/
Limited company.

(ii) Furnish Name/'s, address,
phone nos. of Proprietor/
Managing partner/ M.D / Director's
(Attach separate sheet)

(f) Specify whether SSI / MSME unit

2) Details of tax registration :- :

c) CST No.

d) TIN No.& VAT No.

3) Name & Address of your Banker(s)

Account no. :

Swift Code

4) Annual Turn over

5) Do you have a Quality Control department. If yes, give the
details of the facilities. : Yes/No

6) a) Do you have inspection for incoming materials : Yes/No

b) Do you have in process inspection facilities : Yes/No

c) Do you have final inspection of the product : Yes/No

TENDER NO:

SCHEDULE – G

Page 2 of 2

7) Do you have any accreditation : Yes/No

(a)ISO 9000

(b)Any National/International Laboratory/Authority
Certification

If 'Yes', give details along with a copy of certificate issued
by them.

8) Do you have an environmental policy / ISO 14001 certification? : Yes / No

If yes, please give the details.

9) Furnish the details of testing equipments.

10) Have you been assessed previously by BCPL : Yes/No

11) List of customers

a) Government Dept. / PSU's

b) Private Sector

12) Have you furnished the sample along with this format : Yes/No

Place : **NAME AND SIGNATURE OF THE VENDOR**

Date : Office Seal)

This is to be filled up by **BCPL**, Panihati Factory, Kolkata

Recommendation/Remarks of the committee

Committee Members:

1.Head of Quality Control/Head of Technical Services and Material Testing

2.Head of User Department

3.Head of Purchase Department

SCHEDULE - H

Page 1 of 1

TECHNICAL BID

Item: "Sulphuric Acid,98% as per IS:266(1997)"

DECLARATION

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SEAL OF THE APPLICANT SIGNATURE

NAME AND ADDRESS OF APPLICANT

Contents Of Price Bid Forms for “Sulphuric Acid, 98% as per IS:266(1997)”

Tender No:

Schedule I

RATE SCHEDULE FOR KOLKATA

PRICE BID – RATE SCHEDULE FOR SUPPLY TO PANIHATI FACTORY, KOLKATA,
WEST BENGAL

NAME OF TENDERER:

ITEM:

QTY:

| PRICE PARTICULARS | PER UNIT (M.T) (IN RS.) | REMARKS |
|---|-------------------------|---------|
| 1)BASIC PRICE | | |
| 2)EXCISE DUTY (%) | | |
| 3)CESS ON EXCISE DUTY | | |
| 4)CST/VAT (%) | | |
| 5)CESS ON VAT (%) | | |
| 6)FREIGHT | | |
| 7).INSURANCE | | |
| 8)OTHERS, IF ANY (PLEASE SPECIFY) | | |
| TOTAL DELIVERED RATE AT BCPL, Panihati ,Kolkata. | | |
| Total(Rs) in words | | |

MINIMUM TIME REQUIRED TO START THE SUPPLY AFTER RECEIPT OF LETTER OF INDENT/SUPPLY ORDERS :

VALIDITY: ONE YEAR (May 2014 to April 2015)

Certified that the rate quoted will hold good for one year during which period no upward revision will be sought.

PLACE:

NAME AND SIGNATURE OF THE TENDERER

DATE: (WITH OFFICE SEAL)