e- Tender is invited for supply of 5.5 MT (average) per month of Nitric Acid, Sp.Gr 1.28 to 1.30 at 20
degree Centigrade on annual rate contract basis, Supply should be made in returnable carboys/tank, i.e.
filling shall be made in our carboys at our stores at Dankuni by the supplier.

Manufacturer/Authorised dealer having own godown, GST Registration, PAN, experience in
executing Purchase Orders/Supply Contracts of Govt. Depots./Semi Govt. Depots./Public Sector
Undertakings may participate in the tender. Non refundable tender fee of Rs.1,050.00 (including
GST) & Earnest Money Deposit of Rs.30,000.00 should be remitted through online(NEFT/NET
banking) in favour WBCMPF LTD, Mother Dairy Calcutta. For details please visit our website
www.motherdairycalcutta.com & www.wbtenders.gov.in

Tender fee & Earnest Money Deposit should be remitted through on line( NEFT/ NET banking) in
favour of “WBCMPF Ltd. Mother Dairy Calcutta” payable at Kolkata.& also to be documented
through e- filing.

Interested bidders are requested to upload offers through www.wbtenders.gov.in from 12.12.2018
to 31.12.2018 till 2 P.M. Tender will be opened on 02.01.2019 at 02.00 P.M.

Chief General Manager reserves the right to place order(s) on one or more bidder(s) for required
quantity and may accept any or reject any or all tenders without assigning any reason whatsoever.

Chief General Manager
MOTHER DAIRY CALCUTTA  
Dankuni Coal Complex, Dist: Hooghly  
Pin - 712 310, West Bengal

Tender Document

1. All tender offers shall initially remain valid for acceptance for a period of 3 months from the due date and may have to be extended further if requested by this administration.

2. Telegraphic and Conditional Offers shall not be considered.

3. Tender offers will be opened on the due date and time as mentioned in the NIT.

4. Successful tender/tenderers will be awarded with the contract/order for regular monthly supply of the items concerned on Annual Rate Contract basis. Earnest Money Deposit of Rs.30,000.00 will be refunded to the unsuccessful tenderers and for successful tenderer(s) EMD of Rs.30,000.00 will be converted to Security Deposit. Security Deposit will be refunded only after the fulfilment of the Annual Rate Contract/Order. No interest would be paid on the amount of Security Deposit.

5. In case of refusal to accept our contract/order or refusal to supply material after finalisation of the contract/order the Earnest Money/Security Deposit of the selected Tenderer shall be forfeited straightway.

6. In case of non fulfilment of the contract or non compliance of the terms and conditions of the order Mother Dairy shall have every right to forfeit the Security Deposit of the selected Tenderer and terminate the said contract.

7. Tender Offers shall be submitted on F.O.R. Mother Dairy Stores at Dankuni delivery basis only, excluding Taxes & Duties, if any, but including Loading, Transportation, Unloading at Mother Dairy Calcutta at Dankuni.

8. Weighment at Mother Dairy Calcutta shall be final & binding on the successful tenderers.

9. Only Dealers having experience of supplying at least 5.5 MT of Nitric Acid per month should participate and submit documentary evidences in this regard.

10. The willing tenderers shall return Instructions for the tenderers, General Terms and Conditions of Supply, Specification of Nitric Acid, Annexure "A" & "B" duly signed, sealed and acknowledged along with offer failing which offer shall not be considered.

11. Normally payments are released within about 30 days from the date of receipt of Invoice duly supported by original receipted challan, subject to approval of the materials.

12. Earnest Money & Security Deposit should be remitted through online in favour of "WBCMPF Ltd. Mother Dairy Calcutta".

13. Chief General Manager reserves the right to place order(s) on one or more bidder(s) for required quantity and may accept any or reject any or all tenders without assigning any reason whatsoever.

for Chief General Manager

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MOTHER DAIRY CALCUTTA  
Dankuni Coal Complex, Dist: Hooghly  
Pin - 712 310, West Bengal  

General Terms & Conditions of Supply


The material under purview of the supply shall strictly conform to the specification mentioned in the order. Mother Dairy Calcutta reserve the right of inspection at any stage for supply of material.

Test/Inspection certificate, whenever applicable should be obtained from the concerned authority/principal manufacturer either regarding quality or any other details of the items utilised in the process or manufacturer and forward to us alongwith supplies.

No. 2. Delivery Period:-

Delivery period as indicated in our Purchase Order shall be essence of the contract and suppliers are expected to adhere strictly to the delivery schedule unless extension of delivery date is granted. For such extension the supplier shall approach Mother Dairy in advance with valid reasons and supporting documents.

No. 3. Rejection:-

Mother Dairy Calcutta reserve the right for rejecting the material part/full quantity of the supply if found defective and supplier shall be responsible for making free replacement for the rejected items within the period stipulated by the Dairy.

No. 4 Warranty:-

The supplier must provide a warranty for a minimum period of one year from the date of supply of material for satisfactory performance of the material according to the specification or any other norms fixed by this administration.

No. 5. Guarantee:-

The supply of material if entrusted shall have to be carried out by you(supplier/contractor) to the entire satisfaction of Mother Dairy Calcutta. You (Supplier/contractor) shall also guarantee to replace without any extra cost, the cost of loading, unloading, transportation from Mother Dairy to your godown and back to Mother Dairy shall be to be borne by you.
No. 6. **Cancellation of Order:-**

We shall be free to cancel our order either in part or full in case of non delivery of material within the stipulated delivery period or breach of any one of the clauses mentioned herein. Consequential losses, if any, on account of getting obtaining supplies from alternative sources beside payment of higher rates shall be recovered from you. In the event of cancellation of the order, you will be liable to refund the advance amount, if paid any, to the Mother Dairy Calcutta in full. Suppliers will have no right to forfeit the advance amount received by them.

No. 7. **Sub-Contract:-**

In the event of awarding sub-contract to any other party/parties by you for the supply of the material you must furnish us details about your sub-contractor, their experience, specialisation etc. The sub-contract can be awarded by you only after obtaining written approval from us. In the event of sub-contract also the prima-facie responsibility rests on you regarding quality, quantity, guarantee/warranty of the materials supplied by the sub-contractors.

No. 8. **Packing, Forwarding & Insurance:-**

Outstation manufacturer/suppliers shall always despatch materials freight paid consigned to us at Mother Dairy Calcutta, P.O.Dankuni Coal Complex, Dist.Hooghly, West Bengal, Pin-712 310 duly packed and insured and freight paid. The packing should be of highest standard for protection against pilferage/transit damages etc.

No.9. **Submission of Bills:-**

Bill shall be made in the name of Chief General Manager, Mother Dairy Calcutta in triplicate. It is also obligatory for the suppliers to attach receipted Original challan, duplicate copy of our Purchase Order duly acknowledged, packing list, test certificate and any other relevant documents as may be necessary.

No.10. **Force Majeure Clause:-**

The terms & conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier or the purchaser shall be considered in default in performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law proclamation, regulation or ordinance of any Government or of any act of God or of any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state of Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract.

*Contd.. P/3.*
No.11. **Resolution of disputes and arbitration clause:**

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arisen between them under or in connection with the Purchase Order. If after 30 days from the commencement of such informal negotiation, both are unable to resolve the dispute or disagreement, either party may decide to refer to same to the sole Arbitrator, Managing Director, West Bengal Co-operative Milk Producers' Federation Ltd., Block LB-2, Sector-III, Salt Lake City, Kolkata - 700 098. The decision of the Arbitrator shall be final and binding on the Purchaser and the Supplier.

The Hon'ble High Court at Calcutta shall have exclusive jurisdiction as regards any dispute/arbitration under these Terms irrespective of any jurisdiction clauses mentioned here above or subsequently in other place(s). The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and rules made thereunder of any enactment or statutory modifications thereof for the time being in force.

for Chief General Manager

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MOTHER DAIRY CALCUTTA
Dankuni Coal Complex, Dist: Hooghly
Pin - 712 310, West Bengal

SPECIFICATION FOR NITRIC ACID

1. NITRIC ACID

   SPECIFIC GRAVITY : 1.28 TO 1.30 at 20 degree Centigrade.

2. SUPPLY SHOULD BE MADE IN RETURNABLE CARBOYS i.e. FILLING

   SHALL BE MADE IN OUR CARBOYS/TANK AT OUR STORES AT DANKUNI BY
   YOUR OWN ARRANGEMENT.

for Chief General Manager

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ANNEXURE - A

Tender Offer for supply of Nitric Acid

From: M/s______________________________
Office:____________________Godown:______________________________
__________________________________________
__________________________________________
Phone:_________________Mobile No.___________________________
e-mail id:________________________

To
The Chief General Manager
Mother Dairy Calcutta
P.O. Dankuni Coal Complex, Dist: Hooghly,
West Bengal, Pin - 712 310

Dear Sir,

I/We hereby offer to supply ____________________________ as per Mother Dairy's specification.

We return herewith the Specification, Instructions for the tenderers, General Terms & Conditions of supply and Warranty Certificate duly signed and sealed on each page in token of our acceptance of the terms and conditions.

We enclose online transaction No__________________ dated_________________ issued by______________________________ for Rs______________ (Rupees__________________________) towards earnest money.

The monthly schedule of delivery is indicated below. We have noted that Mother Dairy Calcutta reserves the right to accept any or reject any or all offers in part or full or decide/divide orders without assigning any reason whatsoever.

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<th>MONTH</th>
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</table>

Rate offered Rs________________ per MT.(Rupees__________________________) + GST @____%.

F.O.R. Mother Dairy Stores at Dankuni inclusive of Transportation, Loading, Washing & filling Jar, and Unloading at your Tank/Jar at Mother Dairy.

Seal of the Company
Signature of the Constituted Attorney of the Company with date
ANNEXURE – B

Warranty Certificate

The seller hereby declares that ................................................................. sold under this contract shall strictly conform to Mother Dairy's requirement as per the enclosed and accepted specification and the seller hereby guarantee that the said stores would continue to conform to the description and quality as per the enclosed accepted specification for a period of one year from the date of commissioning of the equipment/material for satisfactory performance. Notwithstanding this certificate if during the aforesaid period of one year, the said stores be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of Mother Dairy in this behalf will be final and conclusive), Mother Dairy will be entitled to reject the said stores or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the stores shall be at Sellers' risk and the seller shall be required to replace the goods or such portion thereof as is rejected by Mother Dairy and to remove the rejected stock within such reasonable period as may be decided by Chief General Manager, Mother Dairy, otherwise the seller shall pay to Mother Dairy such damages as may arise on account of such rejection. Nothing herein contained shall prejudice any other right of Mother Dairy in that behalf under this contract or otherwise.

Signature of the Supplier
or his Constitute d Attorney.

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