

Sambhar Salts Limited

(A Government Enterprise)

B-427, Pradhan Marg, Malviya Nagar, Jaipur - 302017. (Rajasthan) INDIA

Tel/ Fax 0141-2524093 / 2521998

website: www.indiansalt.com

Subject:- **Supply of HDPE bags.**

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PART I: INSTRUCTIONS TO TENDERERS

1. General

- (a) The tender should be addressed to **the General Manager (Commercial) Sambhar Salts Limited Jaipur (Rajasthan)**.
- (b) Any offer or revised offer or counter offers either by the Tenderer or by the **Sambhar Salts Limited (SSL)** made in response to this tender, when accepted **Sambhar Salts Limited (SSL)** or by the tenderer will constitute a contract between the parties.

2. Submission of Tender

(a) Tenderers shall indicate all amounts in figures as well as in words. Where there is any difference between price quoted in figures and words amount quoted in words shall prevail. Tender should be free from over writings. The Tenderer should duly attest all corrections and alterations. The work "NOT QUOTED" should be written against items in the schedule for which the tenderer does not wish to quote.

- (b) Tender is to be submitted in duplicate in a sealed envelope. in the manner prescribed below:

Part I & II of the tender documents should be submitted in a Separate sealed as ENVELOPE ONE, cover super scribing "Technical & Commercial Terms" duly signed on each page.

- (i) The price Bid should be submitted as ENVELOPE TWO, in the Prescribed Performa i.e. Annexure-I to Part - II of the Tender Documents in separate sealed cover and super scribing "Price bid".
- (ii) Both the sealed covers should be submitted in separate Sealed covers marked.
 - a. OFFER FOR -----
 - b. SSL'S TENDER NO.
 - c. DATE OF RECEIVING TENDER UPTO ON
- iii) The tenderer must indicate the type of concern as whether Proprietary, partnership, private or public Limited, Government Enterprise, MNC. In case of the tender submitted by a firm it must be signed by each partner thereof. In the absence of any partner it must be signed on his behalf by partner holding power of Attorney authorizing him to do so.

- iv) In case of Partnership firm a certified copy of Registration certificate of the Firm along with the Deed of Partnership as well as names and particulars of the partners of the Firm as on date shall be enclosed.
 - v) In case of a Company the tender should be executed in the manner as laid down in Company's Article of Association and a Copy of Memorandum of Association and Article of Association Should also be furnished along with the Tender. A copy of the Board Resolution authorizing Secretary / Director to sign and execute this tender should be annexed.
 - vi) In case of a Sole Proprietary concern it must be stated that it is a Sole proprietary concern and must be signed by the sole Proprietor of the concern himself or by his Power of Attorney Holder under duly attested power of attorney by a Notary Public.
 - vii) Tender received after due date and time as mentioned in the tender document will not be entertained.
- (A) Tender not submitted in the appropriate prescribed form and not completed in all respects is likely to be rejected.
 - (B) The tender with terms and conditions in Part I & II duly Signed shall be sent along with the Earnest Money deposit. Earnest Money shall not be kept in the "Price Bid" of Tender but shall be enclosed with "Technical & Commercial Terms".
 - (C) Tender-er shall not be entitled to claim any costs charged or incidental or in connection with the preparation and submission of their tenders even though **Sambhar Salts Limited** may select to withdraw the notification of tender or reject all the Tenders without assigning any reason thereof.
 - (D) Each Tender-er should submit:
 - i) Balance Sheet duly signed by the Chartered Accountant for the year ends 31.3.2009 or 31.3.2010 whichever applicable.

3. Opening of Tender

- a) Technical bid of the tenders will be opened at 12.15 Hrs on 5.6.2010 at Corporate Office **Sambhar Salts Limited** at Jaipur by General Manager (Commercial) or by an Officer authorized on his behalf in the presence of Tenderers present. The representatives will have to establish their identity to the satisfaction of the **Sambhar Salts Limited** by producing introductory letter/authority from their Principal etc. otherwise they will not be allowed to attend the tender opening.
- b) ***The date of opening of price bids shall be notified to all qualified tenderers. The price bids shall be opened in the presence of their representatives of the qualified tenderers, who wish to be present. Normally one representative per qualified tenderer shall be allowed.***

- c) **Clear understanding:** When a Tenderer submits tender in response to this tender NOTICE he will be deemed to have understood fully about the requirement terms and conditions. No extra payment will be made on the pretext that the Tenderers did not have a clear idea of and particular point or work or scope of the work.
4. **Validity of offer:** The rates should be valid for a period of , THREE MONTHS, from the date of opening of tender. If required the tenderer shall extend the validity date. No revision / modifications in the tender and rate or the withdrawal of the tender will be allowed during the period of validity of tender or during extended period if any, withdrawal of offer within the stipulated validity period will entitle the COMPANY to forfeit the EMD of the tenderer.
5. **Reference List:** The tenderer should submit a list in support of their having carried out similar work in the past.
6. Name and address of the Bankers, the Bank Account Numbers (Including Type of Account i.e. Saving or Current or others of the Tenderers and the year since the Account is being operated.
7. **Award of Contract :**
- a) The **Sambhar Salts Limited** does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
- b) SSL would like to keep more than one source for this item. Total quantity may be distributed among one or more eligible vendors through the process of counter offers given to them on the basis of lowest offer received in the tender. The lowest bidder after negotiation if any shall be offered at least 50% of the tendered quantity.
- c) Tenderers, which have failed to fulfill earlier contractual obligations, may not be considered.
- d) The order or acceptance resulting from this tender and any amendments to be issued subsequently with its terms & conditions and stipulations in response to this tender or revised offer or any counter offer will constitute the entire Agreement relating to the tender between the successful tenderer and the **Sambhar Salts Limited** and both parties are bound by the terms and conditions as stipulated in the tender documents.

The COMPANY shall mean and include Chairman & Managing Director at its Registered Office at B-427, Pradhan Marg, Malviya Nagar, P.B.No. 146, Jaipur 302017 as well as General Manager (Commercial) at Corporate Office, Jaipur , who are authorised to deal with all matters relating to this contract on behalf of the COMPANY.

Each page of the tender documents is required to be signed by the tenderer.

Date:
Place:

Signature of the Tenderer
Affix Rubber Stamp/Common Seal

SPECIAL NOTES- Part –I

Statement/check list of important documents to be submitted by each tenderers.

(Each tenderer is required to fill up the form and enclose the required document failing which the tender will become liable for no further consideration/evolution)

S.No.	Particulars	Yes or No	If yes please indicate page No.
1.	Power of attorney		
2.	Whether manufacturer (yes/No)		
3.	Please furnish experience and past performance of supplies of similar nature within the past five years under the heading of "Client name, Purchase Order No. & Date. Contract period and value of supplies made.(Attach copies of purchase order and performance certificates) Schedule-I		
4.	Please furnish details of current supply orders in hand and other headings "Client name, Purchase Order No. & date, value of purchase, order to be completed by. Schedule-II		
5.	Please furnish P&L statement and balance sheet submitted for last three years.		
6.	Please furnish information regarding current litigation submitted.		
7.	Please indicate annual financial turn over of last three years		
	1 st preceding year		
	2 nd preceding year		
	3 rd preceding year		
8.	Whether a copy of IT clearance/return submitted for the previous three years.		
9.	Whether a copy of Sales Tax clearance/returns submitted for the previous three years.		
10.	Payment terms accepted (yes/no)		
11.	Sealed and signed tender document & specifications enclosed.(yes/no)		
12.	Whether a copy of valid Sales Tax registration for tendered item submitted.		
13.	Whether sample for the tendered item submitted along with tender.		
14.	Installed capacity of plant per month		
15.	Whether your Plant capable of printing in seven and more colours.		
16.	EMD deposited (yes/no) if yes DD No. Date Amount		
17.	Indicate PAN No. and enclose copy of PAN card.		

Signature of Tenderer
With full name & seal.

Schedule-I

Major works successfully completed during the last five years

S.No.	Name of work	Contract reference	Name of client	Value of work	Time of completion	Date of completion

Schedule-II

Current supply orders in hand of items for which rates are offered.

S.No.	Name of work	Contract reference	Name of client	Value of work	Date of completion of order

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Tender No. 1(Com)D/2010/

Part II

DETAILED TENDER NOTICE AND THE TERMS AND CONDITIONS OF THE CONTRACT WHICH WILL BE BINDING ON THE PARTIES ON ACCEPTANCE OF THIS TENDER/OFFER OR COUNTER OFFER OR REVISED OFFER ARISING FROM OR INCONSEQUENCE OF THIS TENDER.

In addition to Part-I (Instruction to Tenderers) the following terms and conditions will apply to the contract. The terms and conditions given below even if contrary to any instructions given in Part-I shall prevail thereon.

ARTICLE - 1: PRICE BID

- (a) Price Rates/Bid is to be furnished in the prescribed Performa, which is Annexure-I of the Tender Documents. It may please be noted that the COMPANY may award the contract to the Tenderer where rates are found lowest without negotiations or after negotiations if necessary only with the lowest tenderer. Therefore tenderers are advised to be careful to quote the lowest rates only.
- (b) **The rate must be written both in words and figures. There should be no erasures and or over writings. Corrections, if any, should be made clearly and initialed with date. In case if there is variation observed in the rates in between words & figures, the lowest rate shall be considered.**
- (c) Rates entered in the contract shall unless specifically stated to the contrary shall cover the cost on delivered basis to the consignee on FOR destination basis/ and also include all fees, duties, taxes, royalties, rents or other expenses whatsoever which the Tenderer may have to incur in connection with the carrying out of the contract.

On acceptance of this tender/offer or revised offer or counter offer either by the tenderer or by the **Sambhar Salts Limited** as the case may be the terms and conditions contained in this part will also constitute a contract between the parties i.e. **Sambhar Salts Limited**, a Company incorporated under the Companies Act, 1956 having its Registered Office at B-427, Pradhan Marg, Malviya Nagar, P.B. No.146, Jaipur - 302017 (Rajasthan) in the State of Rajasthan, India hereinafter called the "COMPANY" or "Sambhar Salt Limited" which expression shall unless repugnant to the context or of the meaning thereof be deemed to include the Company's Lawful successors, administrators and assignees of the one part.

AND,

M/s _____ in
the state of _____, hereinafter called the "TENDERER" which
expression shall unless repugnant to the context or the meaning thereof
be deemed to include the Tenderer's Lawful successors, administrators
and assignees of the other part.

The work will be required to be done in accordance with the scope and
schedule of work (as given in part II of the tender document).

ARTICLE - 2: DEFINITIONS AND INTERPRETATION.

- 2.1 Wherever used in this contract and / or in any of the Annexure hereto,
unless the context shall otherwise require, the following terms shall have
the following meanings.-
- 2.2 "COMPANY": shall mean "**Sambhar Salts Limited** ", A Company within
the meaning of Companies Act, 1956 having its Registered Office at
Sambhar Salts Limited (A Government of India Enterprise, B/427,
Pradhan Marg, Malviya Nagar, P.B. No.146, Jaipur - 302017 (Rajasthan)
India Capital of Rajasthan State and shall include its lawful successors
and assignees.
- 3.6 "TENDERER": shall mean _____
_____ in the State of _____ shall include its
lawful successors and assignees and is responsible to do the work as
mentioned in the Article 3 - Scope and schedule of work.
- 3.7 "CONTRACT": shall mean the Terms and Conditions as per the Tender
Documents Part-I & Part-II and SUBSEQUENT AMENDMENTS
THERE TO, if any, agreed in writing by the parties hereto on the basis of
which the Tenderer shall carry out the work arising out of this tender.
- 3.8 "APPROVAL OF COMPANY": shall mean the written approval of the
Chairman & Managing Director of the Company or the General Manager
(Technical) of the Company at Jaipur, India.
- 3.9 Words denoting masculine gender or singular number shall also include
the feminine gender and plural number and Vice - Versa where the
contract so requires or permits.
- 3.10 "EFFECTIVE DATE OF THE CONTRACT": The contract shall be
effective from _____ to _____ or for any further date extended with
written consent of the parties.

ARTICLE 3: SCOPE AND SCHEDULE OF WORK

The Company, Sambhar Salts Limited intend to purchase HDPE bags for packing of 50/25 Kgs loose as well as packet salt. The bags are required, as per following specifications.

3.8 Specifications of HDPE bags:-

A. Specification of Laminated HDPE bags of 50 Kgs capacity for loose salt.

Laminated HDPE bags of size 22" x 32" mesh 10x10, average weight 70 grams \pm 3%, packing capacity 50 Kgs, one side printing "Iodised Salt" or "Industrial Salt" as per requirement.

B. Specification of Un-laminated HDPE bags of 50 Kgs capacity for packing of 50 packets.

Un-Laminated HDPE bags of size 22" x 34" mesh 10x10, average weight 65 grams \pm 3%, packing capacity 50 pouches of 1 Kg, one side printing "Iodised Salt".

C. Specification of Un-laminated HDPE bags of 25 Kgs capacity for packing of 25 pouches of 1 Kg.

Un-laminated HDPE bags size 19"x26" mesh 10x10 average weight 45 grams \pm 3%, packing capacity 25 pouches of 1 Kg, one side printing "Iodised Salt"

ARTICLE 4 : DELIVERY SCHEDULE

The supply of HDPE bags shall be made in phased manner. Total requirement of HDPE bags shall be approx. 3 lakhs per quarter but company will ask the supply as per monthly requirement and the same shall be approx. 1,00,000 Nos. HDPE bags of different sizes, per month. The requirement may vary by \pm 20%.

ARTICLE 5 : PENALTY FOR LATE DELIVERY:

The supplier shall be responsible to supply the HDPE bags within 7 days from the date of receipt of supply order to be given by FAX/Phone/Letter/e.mail by the consumer i.e. by Incharge, Refinery Gudha/ GM(W), Sambhar Lake, failing which penalty @ 2% shall be charged for every week. If supply is delayed more than 7 days then the purchases shall be made on risk & cost of the supplier.

ARTICLE 6: PAYMENT OF EMD ALONG WITH THE TENDER

- 6.1. At the time of submission the tenderer should pay earnest money of Rs. 40,000/- by bank draft payable at Jaipur in favour of **Sambhar Salts Limited, Jaipur**. The tender without earnest money shall be out rightly rejected.
- 6.2. The EMD of those tenderers whose tenders are not accepted, will be refunded to them immediately.

- 6.3. In case the party fails to take up the work within a specified period after acceptance of their tender, revised offer or counter offer in consequences of this tender notice then the earnest money so deposited will stand forfeited to the company.

ARTICLE 7 : SECURITY DEPOSIT

The Tenderer shall have to furnish Security Deposit @ 3% of total value of order or Rs.60,000./-, which ever is higher, on awarding the contract to him by the Company in the form of Demand Draft/FDR of nationalized bank in the name of **Sambhar Salts Limited**. The amount of EMD of Rs.40,000/- so deposited shall be adjusted in Security Deposit.

7.1. **Interest will not be allowed on EMD/SD.**

In the event of breach of contract on the part of the Tenderer the Company will be entitled to forfeit wholly or partially the above amount of Security Deposit with the Company. No interest will be allowed on the Security Deposit paid in cash/demand draft. The Company further reserves the right to adjust the Security Deposit towards any amount due to the Company from the Tenderer and in such event, the Tenderer on receipt of notice from the Company, shall make further deposit to restore the Security Deposit to the full amount.

- 7.2. **Refund of Security Deposit** : On satisfactory performance of the contract and on receipt of "No Demand" certificate from the **General Manager (Technical)**, the Security Deposit will be refunded to the Tenderer provided that no claim whatsoever against the Tenderer is made and nothing is due from the Tenderer and that the Tenderer has completed the work to the entire satisfaction of the Company.

- 7.3. **With-holding or forfeiture of Security Deposit** : Without prejudice to the rights of the company to claim damages arising on account of breach of contract under the Contract Act 1972 the Security Deposit shall be liable to be withheld/forfeited wholly or partially at the sole discretion of the Company when the Tenderer either fail to fulfill his contractual obligations or to settle in full his dues to the company.

- 3.11 **Recovery from Security Deposit** : The company is empowered to deduct from the Security Deposit or from any other outstanding amount, any sum that may be fixed by the company as being the amount of loss or losses or damages suffered by it due to delay in performance or non performance of any of the conditions of the contract.

This Security Deposit shall be refunded on the satisfactory completion of the contract certified by the **GENERAL MANAGER (COMMERCIAL)**, as the case may be. It shall be lawful for the company if any difference or dispute is likely to exist, to defer payment of the Security Deposit or any portion thereof which may be due to the Tenderer until such difference and dispute shall have been finally settled or adjusted.

ARTICLE 8: OPENING OF TENDERS

Tenders will be opened at company's Corporate Office, Jaipur, at 12.15 Hrs on 5.6.2010. The tender, in which any of the prescribed conditions are not fulfilled, is liable to be rejected. The competent authority **Sambhar Salts Limited, Jaipur** reserves the right to accept any tender/or to reject any or all the tenders received without assigning any reason.

ARTICLE 9: PAYMENT TERMS AND CONDITIONS

On receipt of bill, the company shall release the payment to the supplier within 7 days from the date of receipt and acceptance of material.

ARTICLE 10 : ARBITRATION

- (A) In the event of any question, dispute of difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, Chairman & Managing Director, Hindustan Salts Limited or to any officer of the company appointed by him for the purpose. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act., 1996.
- (B) It will be no objection that the Arbitrator is an interested person and/ or that he had to deal with the matters to which the contract relates and/ or in the course of his duties he has expressed any view on any matter in dispute of difference. The award of Arbitrator shall be final and binding on both the parties.
- (C) In the event of Arbitrator dying, neglecting, resigning or being unable to act for any reason or his award being set aside by the court for any reason, it will be lawful for the Chairman & Managing Director of the Hindustan Salts Limited/Sambhar Salts Limited to appoint another Arbitrator in place of outgoing Arbitrator.
- (D) The Arbitrator may from time to time, with the consent of all parties, enlarge the time in making the award.
- (E) The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at Jaipur(Rajasthan) or at such other place or places as the Arbitrator may so decide.
- (F) Notwithstanding any dispute between the parties supplier shall not be entitled to withhold/delay or defer his obligations under the contract and the same shall be carried out strictly in accordance with the terms and conditions of the contract..

ARTICLE 11: JURISDICTION

Subject to Article 10 above, it is hereby agreed that all actions at law or suits arising out of or in connection with this contract or the subject matter

thereof whether as to construction or otherwise shall be instituted in court of competent jurisdiction at Jaipur in the State of Rajasthan, India.

ARTICLE 12: FORCE MAJEURE

All the general Force Majeure conditions shall be made applicable to this contract.

ARTICLE 13: RECESSION AND CANCELLATION OF CONTRACT

In case the Tenderer fails to complete the contract as stipulated in the contract or any revision and if the company apprehends the performance to be below average than the Company reserves the right to rescind the contract and recover from the aid Tenderer the loss, if any incurred by the Company in doing so apart from his liability under clauses of the contract.

ARTICLE 14: DEDUCTION OF INCOME-TAX AT SOURCE:

If applicable shall be deducted at source.

ARTICLE 15: CONTRACT DOCUMENT

A contract arising of acceptance of this tender or in consequence of this tender, the company and the Tenderer, agreed to abide by all the terms & conditions of Part I & II of these tender documents as well as the terms and conditions mutually agreed in writing between the parties.

Date:
Place:

Signature of the tenderer
Affix Rubber Stamp/Common Seal

Sambhar Salts Limited

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Tender No. 1(Com)D/2010/

PRICE BID **SUPPLY OF HDPE BAGS**

Name of Party _____

Address _____

Telephone No. _____ FAX No. _____

e.mail ID _____

RATES FOR SUPPLY OF HDPE BAGS.

S.No. Description Rates in Rs./per bag

A. Specification of Laminated HDPE bags of 50 Kgs capacity for loose salt.

Size 22" x 32" mesh 10x10, average weight 70 grams \pm 3%, packing capacity 50 Kgs, one side printing "Iodised Salt" or "Industrial Salt" as per requirement.

B. Specification of Un-laminated HDPE bags of 50 Kgs capacity for packing of 50 packets.

Size 22" x 34" mesh 10x10, average weight 65 grams \pm 3%, packing capacity 50 pouches of 1 Kg, one side printing "Iodised Salt".

C. Specification of Un-laminated HDPE bags of 25 Kgs capacity for packing of 25 packets of 1 Kg.

Size 19" x 26" mesh 10x10, average weight 45 grams \pm 3%, packing capacity 25 pouches of 1 Kg, one side printing "Iodised Salt".

Terms & conditions:-

1. Tolerance of \pm 3% allowed in weight
2. Delivery is to be given at Gudha Salt Refinery/General store SBR.
3. VAT if applicable Inclusive
4. CST Inclusive
5. Excise & ED cess : Inclusive
6. Delivery to be commenced within 7 days from the confirmed order.
7. Payment term :- Payment shall be made within 12 days from the date of receipt and acceptance of material.

Date:
Place:

Signature of the tenderer
Affix Rubber Stamp/Common Seal