

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 Polyester Roll/ Pouches.**

I N D E X

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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 11.30 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. Tenderer has to submit proof for execution of single order of minimum of Rs.50.00 lakhs.
8. Company/Firm's turnover should be of at least of Rs.2.00 crore in a financial year. However, the turn over of sister concerns may be considered for calculating turn over of the company/firms.
9. **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

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. 25(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.
- (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) 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.
- (d) 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.
- (e) 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.
- 2.3 "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.
- 2.4 "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.
- 2.5 " 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.
- 2.6 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.
- 2.7 " 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

- 3.1. The Company, Sambhar Salts Limited intend to purchase printed Polyester Roll/ Pouches for packing of 1000 grams of salt. The total requirement of pouches in a quarter shall be approx. 90 lakhs Nos(+/- 20%) and company may ask to supply pouches as well as in roll form.
- 3.2. As we are going to install VFFS machine to pack free flowing Iodised Salt, particle size between 300 to 800 micron, moisture content- less than 0.2% and bulk density between 1.15 to 1.2 gm/cc, in pouches and for which we require machine-able, weld able, laminated film with a thickness of about 50-60 micron and a max. real diameter 350 mm, core diameter 70-77 mm in the quality that is to be tested and approved by supplier of this machine.
- 3.3. Bag Type: Pillow type pouches with center long seam, which is an Fin for laminated film.
- 3.4. Bag size:

| Product Wt. | Bag width. | Bag length | Roll Width |
|-------------|------------|------------|------------|
| 1000Gm | 165 mm | 230 mm | 350 mm. |

As per enclosed design of polyester roll required.
Design of pouches shall be provided by the company. However prior to printing any addition alteration suggested by the company shall be made by the supplier.

- 3.5 Specifications of Polyester pouches:-

Quantity 90 lakhs pouches or Polyester Roll as per requirement.

12 Micron Polyester (Reverse Printed)/40 micron. Special poly. 7 colour printing. Suitable for packing of 1000 grams dried salt. Size 170 mm x 230 mm. Average weight 4.450 Kg for 1000 Nos pouches. Tolerance of ($\pm 5\%$) allowed in weight.

- 3.6 The supply of pouches shall be made in phased manner. Monthly requirement shall be approx. 30 lakhs pouches(+/- 20%)
- 3.7 The pouches shall be delivered at our Refinery at Gudha, Distt. Nagaur (Rajasthan). About 8 KM from Sambhar Lake.
- 3.8 The tenderer shall give the bifurcation of the rates quoted. Tenderer should specifically mention the prevailing price of raw material with proof i.e. price notification of the producer like, Reliance./Gravira.

ARTICLE 4 : DELIVERY SCHEDULE

The supply of pouches shall be made in phased manner within a period of 3 months to 4 months. Total requirement of pouches shall be approx. 90 lakhs pouches per quarter but company will ask the supply as per monthly requirement and the same shall be approx. 30 lakhs pouches. The requirement may vary by +/- 20%.

ARTICLE 5 : PENALTY FOR LATE DELIVERY:

The supplier shall be responsible to supply the pouches as per delivery schedule mentioned in the order, 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 10 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.1,30,000/- 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 order value or Rs.2,00,000/- which ever is higher, on awarding the contract to him by the Company in the form of Demand Draft of nationalized bank in the name of **Sambhar Salts Limited**. The amount of EMD of Rs.1,30,000/- 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.

7.4 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 11.30 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 12 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
(A Government Enterprise)

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Tender No. 25(Com)D/2010/

PRICE BID
SUPPLY OF POLYESTER ROLL/POUCHES

Name of Party _____

Address _____

Telephone No. _____ FAX No. _____

e.mail ID _____

RATE CONTRACT FOR SUPPLY OF POLYESTER ROLL/POUCHES.

| S.No. | Description | Rate per Kg. | | | | | | | | |
|-------------|--|--------------|------------|------------|------------|---------|--------|--------|--------|-----------------------------------|
| 1. | Pouches of 12 Micron Polyester (Reverse Printed)/ 40 micron. Special poly. For packing of 1000 grams dried salt. Size 170 mm x 230 mm (In words) Rs. _____ . Average weight 4.450 Kg for 1000 Nos pouches. Seven colors printing. Tolerance of (±5%) allowed in weight. | Rs. _____ | | | | | | | | |
| 2. | Polyester Roll of 12 Micron (Reverse Printed)/ 40 micron. Special poly. For packing of 1000 grams dried salt. Polyester Roll of Machine-able, weld-able, laminated film with a thickness of about 50-60 micron and a max. reel diameter 350 mm Core diameter 70 to 77 mm. Average weight 4.450 Kg for 1000 Nos pouches. Seven colors printing. Tolerance of (±5%) allowed in weight. Bag Type- Pillow type Pouches with centre long seam, which is an Fin for Laminated film. Bag Size :- <table border="0" style="display: inline-table;"><tr><td>Product wt.</td><td>Bag Width</td><td>Bag Length</td><td>Roll width</td></tr><tr><td>1000 Gm</td><td>165 mm</td><td>230 mm</td><td>350 mm</td></tr></table> | Product wt. | Bag Width | Bag Length | Roll width | 1000 Gm | 165 mm | 230 mm | 350 mm | Rs. _____ (in words) Rs. _____ |
| Product wt. | Bag Width | Bag Length | Roll width | | | | | | | |
| 1000 Gm | 165 mm | 230 mm | 350 mm | | | | | | | |

Terms & conditions:-

1. Tolerance of ± 5% allowed in weight
2. Delivery is to be given at Gudha Salt Refinery.
3. VAT if applicable Inclusive
4. CST Inclusive
5. Excise & ED cess : Inclusive
6. Cylinders, Block preparation charges shall be born by the supplier, as per 7(seven) colour design supplied along with order. However a copy of design is enclosed with the tender documents but the same needs, final approval of the purchaser.
7. Delivery to be commenced within 10 days from the confirmed order.
8. 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