

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: Transportation of salt from Sambhar Lake/Gudha/ Nawa(Rajasthan) to various destinations in India.

INDEX

S. No.	Description
	PART-I
1.	Instructions to tenderer
2.	Submission of tender
3.	Opening of Tender
4.	Validity of offer
5.	Reference list
6.	Name and address of bankers
7.	Award of Contract
	PART-II
Article 1	Price Bid
Article 2	Definitions & Interpretation
Article 3	Scope & Schedule of work
Article 4	Delivery Schedule
Article 5	Penalty for Non providing of Trucks & late delivery
Article 6	Payment of EMD along with the tender
Article 7	Earnest Money Deposit, provisions regarding its refund & Forfeiture etc
Article 8	Opening of tender
Article 9	Payment terms & conditions
Article 10	Arbitration
Article 11	Jurisdiction
Article 12	Force majeure
Article 13	Recession and cancellation of contract
Article 14	Deduction of Income Tax at source
Article 15	Contract document
Annexure I	Performa for Price bid

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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.

- i) OFFER FOR -----
- ii) SSL'S TENDER NO.
- iii) 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 15.30 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. **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		
	1st 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. 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. 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 of transportation and safe delivery of salt consignments 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.
- 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 dispatch common salt/processed salt/ Packet Salt. from Sambhar Lake/Gudha/ Nawa. Salt is to be booked on To be billed basis.
- 3.2. We have planned to dispatch approximately 15,000 MT(\pm 20%) Refind salt by Road to the various destinations in India. The salt shall be provided duly packed in HDPE bags and shall be loaded on to trucks by the company and the unloading at destination are to be undertaken by the respective consignee at his own cost.
- 3.3. The material/Salt consignment shall not be trans-shipped in any case. The same truck shall deliver the material in which the salt has been loaded by the company. Entire responsibility for intact delivery in good condition shall be on the part of the Transporter. Any damage/loss to the consignment shall be on the part of Transporter. The recovery of losses/damages shall be made from the due payment of the transporter.
- 3.4. Salt can be booked from any loading station to the unloading station mentioned in the category. No extra claim shall be entertained if any destination falls in interior or rural areas.
- 3.5. The transporter shall only load the quantity specified in the delivery order. In case it is noticed that the transporter has loaded any other material and due to which the salt consignment is damaged then company may recover the damages from the party
- 3.6. All the consignment are handed over to the transporter/truck Drivers at the time of delivery at the loading station and number of bags/ weightment of consignment shall be recorded on Goods receipts and accordingly delivery of same Quantity/weight is to be given/handed over to the consignee and if any shortages is reported by the consignee then the cost of material shall be recovered from the transporter and transportation charges shall not be paid.

ARTICLE 4 : DELIVERY SCHEDULE

The successful Tenderer will have to take the job in hand within 7 days from the date of acceptance of their offer. The company will issue the delivery orders either from Corporate Office, Jaipur or from unit, to the transporter by hand/fax/post and accordingly transporter shall place the trucks at loading station with in three days and arrange to deliver the goods at destination immediately.

ARTICLE 5 : PENALTY FOR NON PROVIDING OF TRUCKS AND LATE DELIVERY:

The transporters shall be responsible to place the trucks for loading of salt within three days from the date of communication of order i.e on phone/by letter/by FAX and arrange to deliver the quantity to the consignee immediately. On failure in providing trucks of the capacity/requirement looking to the consignment to be dispatched, the company may arrange trucks from the local market and any excess freight than the contracted rates is incurred by the company in arranging

delivery of salt to the destination, shall be recovered from the Transporter from their due payments.

If this instance is repeated at three occasion then the contract shall be terminated and the EMD/Security Deposit shall stand forfeited.

ARTICLE 6: PAYMENT OF EMD ALONG WITH THE TENDER

- 6.1. At the time of submission the tenderer should pay earnest money of Rs.2.40 lakhs 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 after expiry of the validity period of their offers.
- 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, @ 3% Security Deposit of order value or Rs.3.60 lakhs, 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.2.40 lakhs 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 15.30 Hrs on 5th June, 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

The transporter after delivery of consignment at the destination shall obtain the receipt from the consignee and will submit the same along with their bill to the General Manager(Works). Sambhar Salts Limited. Sambhar Lake. The company shall release the payment to the transporter within 15 days from the date of submission of bill along with the original receipt of the consignee.

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 Sambhar Lake/ 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

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Tender No. 1(Com)D/2010/

PRICE BID

Transportation of salt from Sambhar Lake/Gudha/Nawa (Rajasthan) to various destinations in India.

Name of Transporter _____

Address _____

Telephone No. _____ FAX No. _____

e.mail ID _____

RATES TO BE QUOTED FOR PER KM/ PER MT BASIS FOR TRANSPORTATION OF SALT AS PER REQUIREMENT.

ON TO BE BILLED BASIS

S.No	Destination	Rate per KM/ per MT	
		In figures	In words
1	Rajasthan	Rs.	
2	Punjab	Rs.	
3	Haryana	Rs.	
4	Utter Pradesh	Rs.	
5	Madhya Pradesh	Rs.	
6	Himachal Pradesh	Rs.	
7	J&K	Rs.	
8	Delhi	Rs.	
9	Chandigarh	Rs.	
10	Chattisgarh	Rs.	
11	Maharashtra	Rs.	
12	Andhra Pradesh	Rs.	
13	Arnachal Pradesh	Rs.	
14	Assam	Rs.	
15	Goa	Rs.	
16	Gujarat	Rs.	
17	Karnataka	Rs.	

18	Kerala	Rs.	
19	Manipur	Rs.	
20	Meghalaya	Rs.	
21	Mizoram	Rs.	
22	Sikkam	Rs.	
23	Tamilnadu	Rs.	
24	Tripura	Rs.	
25	West Bangal	Rs.	
26	Bihar	Rs.	
27	Jharkhand	Rs.	

1. The rates are exclusive of loading and unloading of salt.
2. The rates are quoted on per KM/ per MT basis.
3. The distance shall be calculated from loading station to destination as per standard Road Atlas & state distance guide.
4. The payment shall be made with in 15 days from the date of submission of bill along with receipted challan/GR from the consignee.
5. Service Tax, as applicable, shall be paid extra.
6. The rates quoted above shall remain valid for minimum period of three months i.e. from the date of execution of the contract.
7. Any other condition _____

Date:
Place:

Signature of the tenderer
Affix Rubber Stamp/Common Seal