



TENDER DOCUMENTS
FOR
SUPPLY OF PET-COKE 'A' GRADE WITH TEST CERTIFICATE
REPORT UPTO 10 MM SIZE AT GUDHA SALT REFINERY,
GUDHA DISTT. NAGPUR (RAJ.)

Tender No.	45 (Com) Purchase/2016-17
Date of Issue	17.05.2017
Date and Time of Pre Bid Meeting	27.05.2017 at 11:00 hrs. at the office of Addl. General Manager (Comml.), G-229 Stiapura Industrial Area, Jaipur-302022 (Raj.)
Last Date and Time of Submission	08.06.2017 up to 15.00 Hrs at Office of General Manager (Works) Sambhar Salts Limited, Sambhar lake, Pin-303604 Jaipur,
Date and Time of Submission	08.06.2017 at 15.30 Hrs at Office of General Manager (Works) Sambhar Salts Limited, Sambhar lake, Pin-303604 Jaipur, (Rajasthan).
EMD	INR 1,45,000/- to be deposited by Demand Draft in favour of Sambhar Salts Limited payable at Jaipur/ may also be deposited in Company's account through NEFT/ RTGS.
Cost of Tender	INR 500,- to be deposited by Demand Draft in favour of Sambhar Salts Limited payable at Jaipur/ may also be deposited in Company's account through NEFT/ RTGS.

Sambhar Salts Limited

(A Government of India Enterprise)

CIN : U14220RJ1964GOI001188

Regd. Office : G-229, Sitapura Industrial Area, Jaipur - 302022 (Rajasthan)

Tel : 0141-2771427; Fax : 0141-2771449

E mail: purchase@indiansalt.com website: www.indiansalt.com

Unit : Sambhar Lake, Pin- 303 604, Dist. - Jaipur (Rajasthan)

Phone: 01425-224249; Fax: 01425-224244

E mail : sambhar@bsnl.in Website: www.indiansalt.com

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Tender for Supply of PET-COKE 'A' GRADE

Tender No. (Com)Purchase/2017-18 dt. 15.05.2017

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Sambhar Salts Limited

(A Govt. Enterprise)

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Tender for SUPPLY OF PET-COKE 'A' GRADE WITH TC REPORT UPTO 10 MM SIZE AT GUDHA SALT REFINERY, GUDHA DISTT. NAGPUR (RAJ.)

PART I: INSTRUCTIONS TO TENDERERS

1. General

- 1.1 The tender should be addressed **al General Manager (Works), Sambhar Salts Limited, Sambhar Lake, Pin -303604, Dist. Jaipur (Rajasthan).**
- 1.2 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. Essential Requirement of the Bidder:

- 2.1 The bidder should have past experience in supply of Pet Coke and should be manufacturer/ authorised dealer for supply of Pet Coke, Grade –A .
- 2.2 Bidder should be registered with appropriate authorities under Income Tax Dept., Service Tax department, labour commissioner, Employees Provident Fund and Employees State Insurance Acts, as applicable
- 2.3 The bidder should have a minimum average FINANCIAL turnover of Rs. 25 Lakhs during the last three financial years.

3. Submission of Tender

- 3.1 The tender should be submitted in Two bid system as described below.
Following is to be submitted in a separately sealed envelopes Super-scribed as follows:
 - i) **Technical /Pre- qualification Bid** (Envelop-1)
 - ii) **Price / Financial bid** (Envelop-2)

Both the above envelopes must be placed in a big envelope (Envelop-3), super scribed as under

**General Manager (Works)
Sambhar Salts Limited,
Sambhar Lake
Jaipur303604,(Rajasthan),
Email: sambhar@bsnl.in; purchase@indiansalt.com**

(A) Tender No. : 45 (Com) Purchase/2016-17

(B) Name of Work for which tender is submitted : "Tender for Supply of Pet Coke, Grade-A at Gudha Salt Refinery"

(C) Last date & Time of submission of tender: 08.06.2017 up to 15.00hrs

The tender shall be submitted by dropping the Envelop-3 in the tender box placed for the purpose on or before due date of opening of the tender as prescribed in the tender documents.

Non submission of requisite document(s) or providing of incomplete technical details by the bidder is liable to bid cancelation during the technical evaluation stage itself without any further reference, whatsoever.

3.2 Pre-Qualification Bid (PQB) & Technical Bid documents: Following documents are required to be submitted in the sealed Envelope No.1 - **Super scribed as - Pre-Qualification & Technical Bid for “Tender No .45 (Com)Purchase/2017-18 regarding supply of Pet Coke, Grade-A at Gudha Salt Refinery”**

- Covering letter indicating the list of enclosures.
- **Cost of tender form** (Rs.500/-) by DD drawn in favour of Sambhar Salts Limited and payable at Sambhar Lake (Rajasthan) or may also be deposited in Company's account through RTGS/ NEFT) and **Bid Security (EMD)** (Rs. One Lakh Forty Five Thousand by DD drawn in favour of Sambhar Salts Limited and payable at Sambhar Lake(Rajasthan) or may also be deposited in Company's account through RTGS/ NEFT in original or proof of same if deposited in Company's account through RTGS/ NEFT with declaration as per **Annex-1**.
- General information of the Bidder duly signed by the bidder or his authorized representative in the Performa and format as given in **Annex-2**.
- Original/downloaded tender document duly filled in, signed and stamped by the bidder or authorized representative of the bidder.
- Latest /Valid Authorization from the Principal Company/Manufacturer to the bidder for its brands/products, if applicable.
- Declaration as per **Annex-3** along with attested Copy of Income Tax Return for the last three years, PAN No., Service Tax and/ or VAT Registration Certificate of the bidder;
- List of major existing clients in India & proof of successful execution along-with certified copies of the valid Rate Contract/purchase orders/indents executed/ Contract for providing of identical/similar stores to other organization / Institutions in India in the recent past. However, in case of non-availability of such certificate the decision of the purchaser shall be final in this regard.
- Each page of the tender should be numbered and signed by the Bidder with the seal of the firm including Scope of Work.
- The bidder should be registered with appropriate authorities under Income Tax Dept., Service Tax department, labour commissioner, Employees Provident Fund and Employees State Insurance Acts , if applicable.
- The documents indicating bidder having a minimum average FINANCIAL turnover of Rs .25 Lakhs per annum during the last three years.
- Undertaking as per Annex.-4 on Rs. 100, Judicial Stamp Paper to be submitted by successful bidder only.

3.3 PRICE BID

The Price Bids must be submitted in the prescribed format as **Annex- 6** and nowhere else in Envelope-2 only.

PLEASE NOTE THAT NO PRICES SHALL BE INDICATED IN THE PQB OR THE TECHNICAL BID OTHERWISE. THE BID WILL BE REJECTED OUTRIGHTLY WITHOUT ANY FURTHER CORRESPONDENCE

3.4 The Company reserves the right of giving purchase / price preference to the offers from Public Sector Undertakings in accordance with the policy of Govt. of India from time to time.

3.5 It may please be noted that the COMPANY may award the contract to the Bidder whose rates are found Lowest without negotiations or after negotiations, if required, but that too, only with the Lowest Bidder. Therefore Bidders are advised to be careful to quote the genuine rates only.

3.6 Certified copy of Prevailing Basic selling price of manufacturer to be provided on the each and every supplies of the material for the record & payment purpose .

4. Opening of Tender

- 4.1 Technical/Pre-Qualification Bid (PQB) Bid shall be opened on 08.06.2017 at 15:30 hrs at the office of General Manager (Works), Sambhar Salts Limited, Sambhar Lake, Jaipur - 303604, (Rajasthan), by Tender Committee, in the presence of Bidders or their representatives so 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.
- 4.2 Price Bid of only qualified bidders shall be opened. The date of opening of Price Bid shall be notified to all qualified bidders.
- 4.3 In case notified date for submission/opening of tenders happens to be holiday than submission/opening of tenders will take place on next working day.
- 4.4 Clear understanding: When a Bidder submits tender in response to the tender notice, it shall be deemed to have read and understood the terms and conditions of tender documents. No extra payment will be made on the pretext that the Bidders did not have a clear idea regarding significance and scope of any point mentioned in tender documents.
5. **Validity of offer:** The rates should be valid for a period of **180 days**, from the date of opening of tender. If required the Bidder 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 Bidder.
6. **Name and address of the Bankers:-** The Bank Account Numbers Including Type of account i.e. Current and the year since the Account is being operated shall be notified by the Bidder.
7. **Award of Contract :**
 - 7.1 The COMPANY shall mean and include Chairman & Managing Director at its Registered Office at G-229, Sitapura Industrial Area, Jaipur 302022 or any officer authorized to deal with all matters relating to this contract on behalf of the COMPANY.
 - 7.2 The **Sambhar Salts Limited** does not bind itself to accept the Lowest tender or assign any reason for non-acceptance of the same.
 - 7.3 Bidders, which have failed to fulfill earlier contractual obligations, shall not be considered.
 - 7.4 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 Bidder and the Sambhar Salts Limited and both shall be bound by the terms and conditions as stipulated in the tender documents.
 - 7.5 Tender not submitted in the appropriate prescribed form and not completed in all respects shall be rejected. Tender should be free from over writings. The Bidder should duly attest all corrections and alterations. Tender received after due date and time as mentioned in the tender document will not be entertained. Tenders without requisite EMD and Cost of Tender Form shall be rejected out-rightly.
 - 7.6 **THE FIRMS BLACK LISTED BY ANY OF THE GOVT. DEPARTMENT SHALL NOT BE ELEGIBLE FOR SUBMISSION OF BID.**
 - 7.7 Bidder 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.
 - 7.8 In case, Bidder is having DGS&D rate contract, a copy of same should be enclosed.
 - 7.9. In case, Bidder is registered with NSIC as SSI, a copy of certificate should be enclosed and are exempted for remitting EMD and Cost of Bid Document.

- 7.10. The firms registered as Micro & Small Enterprises (MSEs) should enclose a copy of registration certificate to avail exemption for remitting EMD & cost of Bid Document.
- 7.10.1 Further participating MSEs in a tender, quoting price within the band of L-1+15% may also be allowed to supply a portion of the requirement on matching the L-1 price, in a case where L-1 price is from someone other than MSEs may be allowed to supply up to 20% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.
- 7.10.2 Further out of 20% procurement from MSEs, 4% procurement shall be earmarked for MSEs owned by SC/ST entrepreneurs.

8. 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.

9. General Terms and Conditions :

- 9.1 The Sambhar Salts Limited does not bind itself to accept the lowest tender or assign any reason for non- acceptance of the same.
- 9.2 Company may split the order to one or more parties, as per the requirement. Accordingly 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.
- 9.3 Tenderers, which have failed to fulfill earlier contractual obligations, may not be considered.
- 9.4 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.
- 9.5 The company reserves the right to cancel any or all offers without assigning any reason whatsoever.
- 10. Tenderers are requested to regularly visit company website, for updates regarding the tender as any corrigendum regarding the tender enquiry will published on company website i.e. www.indiansalt.com only.**

Date:
Place:

Signature of the Tenderer
Affix Rubber Stamp/Common Seal

Sambhar Salts Limited

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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: DEFINITIONS AND INTERPRETATION.

- 1.1 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.-
- 1.2 "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 Enterprise)**, G-229, Sitapura Industrial Area, Jaipur-302022, Rajasthan, India and shall include its lawful successors and assignees.
- 1.3 "TENDERER/BIDDER": 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.
- 1.4 "CONTRACT": shall mean the Terms and Conditions as per the Tender Documents Part-I & Part-II and SUBSEQUENT AMENDMENTS THERETO, 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.
- 1.5 "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.
- 1.6 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.
- 1.7 "EFFECTIVE DATE OF THE CONTRACT": The contract shall be effective from _____ to _____ or for any further date extended with written consent of the parties.
- 1.8 "CONTRACT VALUE ": shall mean the gross amount inclusive of all taxes and duties finalized as a result of this tender notice for supply of Pet Coke, Grade A.

ARTICLE - 2: Method of Evaluation

- 2.1 **Price Bid Evaluation:-** The bid shall be evaluated based on following criteria and points:
 - (a) The bidder declared PQB & technically responsive shall qualify for Price Bid opening and further process.

- (b) The price bid is to be quoted strictly as per the format given in **ANNEX-6** There should be no cutting or overwriting.
- (c) If price bid is not quoted as per the format in **ANNEX-6** the bid is liable to reject or the purchaser may make its own judgment regarding the price bid quoted by the bidder.
- (d) Tender shall be awarded to the Lowest quoting bid amount technically responsive bidder; however decision of the purchaser / Company shall be final in this regard.

2.2 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 G-229,Sitapura Industrial Area, Jaipur - 302022 (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 mentioned in the tender document).

ARTICLE 3 : Specification/Scope of work:-

For specification/scope of work (please see Annex-5)

ARTICLE 4 : DELIVERY SCHEDULE

The quantity shall be as per supply order placed on the party by the consuming department at Gudha Salt Refinery, Sambhar Salts Ltd.,Sambhar lake from time to time during period of contract and supplier will have no claim on this account.

ARTICLE 5 : PENALTY FOR LATE DELIVERY:

The supplier shall be responsible to supply the material strictly as per delivery schedule mentioned in the order, to be communicated in writing by the company, failing which penalty @ 0.5% shall be charged for every week for the delayed material/equivalent for each week or part there of subject to maximum 5% of the total value of Purchase order.

ARTICLE 6: APPLICABLE TAXES AND DUTIES

Bidders shall submit the offer as per Taxes and duties applicable on the last date for submission of offer, however in case of any change in the rates of taxes and duties during the contract period, same shall be charged as per the prevailing rates at the time of dispatch of material

ARTICLE-7 PAYMENT OF EMD ALONG WITH THE TENDER

- 7.1 Tenderer should pay prescribed earnest money deposit (EMD) by **NEFT/RTGS/ Demand Draft** in favour of **Sambhar Salts Limited**.The tender without earnest money shall be out rightly rejected.
- 7.2 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 8 : SECURITY DEPOSIT

The successful Tenderer/Contractor shall have to furnish Security Deposit of 3% of the Contract Value.

Requisite Security Deposit is to be remitted by the tenderer, on awarding the contract by the Company in the form of Demand Draft/FDR/Bank Guarantee/RTGS/NEFT of nationalized bank in the name of **Sambhar Salts Limited**. The amount of EMD, so deposited shall be adjusted in Security Deposit.

- 8.1. **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.
- 8.2. **Refund of Security Deposit** : On satisfactory performance of the contract and on receipt of "No Dues/No Demand" certificate from the **General Manager (Works)**, 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.
- 8.3. **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.
- 8.4 **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 **GENERAL MANAGER (WORKS)**. 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 9: OPENING OF TENDERS

Tenders will be opened at scheduled notified date & time at company's Corporate Office, Jaipur. The tender by whom 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 10: PAYMENT TERMS AND CONDITIONS

The Contractor shall submit the bill after the supply , the company shall release the payment to the supplier within 30 days from the date of receipt and acceptance of material.

ARTICLE 11 : DIFFERENCES OR DISPUTES

11.1 Mutual Settlement of Disputes

11.1.1 Except where otherwise provided for in the contract, all disputes shall in the first place be resolved through mutual discussions, negotiations, deliberations and consultations associating senior executives /nominees of both the parties to dispute.

11.2 Conciliation

- 11.2.1 If the efforts to resolve all or any of the disputes through mutual settlement fail, such disputes shall be referred to the sole conciliator to be appointed by the Company under the Arbitration and Conciliation Act, 1996.
- 11.2.2 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

11.3 Arbitration

- 11.3.1 If the efforts to resolve all or any of the disputes through conciliation fail, such disputes shall be referred to the sole Arbitrator to be appointed by the Chairman cum Managing Director, Hindustan/Sambhar Salts Limited. There shall be no objection by the "CONTRACTOR" if the sole Arbitrator so appointed is an employee of Company. In case the Arbitrator so appointed is unable to act for any reason, Chairman & Managing Director, Hindustan/Sambhar Salts Limited, in the event of such inability, shall appoint another person to act as an Arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with reference from the stages at which it was left incomplete by his predecessor.
- 11.3.2 Subject to the afore stated conditions, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- 11.3.3 Pending resolution of disputes and differences, the work shall continue without hindrance as per schedule and shall not be either slowed down or stopped. If the work is slowed down or stopped during the period of dispute, the "CONTRACTOR" shall be responsible for the loss of work /production or delays and any loss sustained by Company due to such actions by the "CONTRACTOR", shall be made good by the "CONTRACTOR".
- 11.3.4 The Arbitrator may from time to time, with the consent of all parties, extend the time in making the award.
- 11.3.5 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.
- 11.3.6 The provisions of "Micro, Small & Medium Enterprise Development Act, 2006 and the Micro and Small Enterprises (MSEs) Order, 2012"(as amended from time to time), shall be applicable to the parties.

ARTICLE 12: JURISDICTION

Subject to Article 11 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 13: FORCE MAJEURE

In case either of parties fail, to full fill, in time, then, respective contractual obligation owing to future beyond their control like Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities, civil war, rebellion, from time to time for performance of such obligation/responsibility shall automatically extended for the period of force majeure. Provided force majeure is established & one party shall inform to the other party for such occurrence but no one party shall blame other party and claim by the contractor due to force majeure condition, & both parties mutually agree to further course of action.

ARTICLE 14: RECESSION AND CANCELLATION OF CONTRACT

14.1 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.

14.2 Risk & Cost Clause :

Without prejudice to the rights of the company and notwithstanding the obligations of the Contractor under the contract arising from the acceptance of this tender or the revise offer or counter offer in response to this tender or in consequences of this NIT in the event of any failure on the part of the contractor, the Company will be free to get the same executed in any manner at the risk and cost of the Contractor and the additional burden on this account, if any, will be borne by the contractor, and can be realized from the Contractor's pending bills/ Security money deposit or any other dues. This is without prejudice to the Company's claim for other losses and damages that may arise due to the failure of the Contractor to keep upto the terms of the contract.

ARTICLE 15: DEDUCTION OF INCOME-TAX AT SOURCE:

If applicable shall be deducted at source.

ARTICLE 16: 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.

ARTICLE -17 : POWER OF ATTORNEY

A person signing the agreement or any documents forming part of the contract on behalf of the bidder shall be responsible to produce a proper power of attorney duly executed and attested by a Notary public under the Notaries Act in his favour stating that he had authority to bind the Bidder in all matters pertaining to the contract including the arbitration clause.

ARTICLE -18 : CHANGE IN CONSTITUTION

On the death or retirement of any partner of the successful bidder/Contractor before complete performance of the contract, the Sambhar Salts Limited may at his option cancel the contract and in such case the Contractor shall have no claim whatsoever to be compensated by Sambhar Salts Limited without prejudice to any of rights or remedies under this contract. If Contractor is proprietorship concern and the proprietor dies during the performance of this contract, the Sambhar Salts Limited shall have the option to terminate the contract without compensation and the company will be entitled to recover its claim from his/her legal heirs and from the property moveable or immovable of the Contractor.

ARTICLE - 19: NOTICES

Any notice hereunder may be served on the Bidder/Contractor by registered mail at his last known address. Proof of issue of any such notice will be conclusive of the Bidder/Contractor having been duly informed.

ARTICLE - 20: CANVASSING IS PROHIBITED

Canvassing in connection with the tender is strictly prohibited and tender is liable to be rejected.

Any bribe or commission, gift or favours given, promised or offered by or on behalf of the Bidders/Contractor, their partners, agents or servants to any officers, servant or representative of the Sambhar Salts Limited for obtaining or for the execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability may ensure cancellation of this tender or any other Contracts and also to payment of any loss resulting from any such cancellation. Sambhar Salts Limited shall be entitled to deduct the amount so payable from any money otherwise due to the Contractor under this or any other Contracts. Any question or disputes as to whether the Contractors have incurred any liability under this clause shall be settled by Sambhar Salts Limited in such manner and on such evidence or information as it may think fit and sufficient and its decision shall be final and binding.

ARTICLE-21: MAINTENANCE OF DISCIPLINE BY THE CONTRACTOR

The Contractor shall be liable to comply with covenants of contract and tender documents. The company expected the Contractor and his representatives and the labour to conduct themselves in a disciplined manner. All rules and instructions pertaining to well-being of the factory and its precincts, the sanitation and health etc. should be adhered to and in the event of any theft, arson or any antisocial activities on the part of the Contractor, his employees or his labour, the company shall have the right to terminate the' agreement.

ARTICLE 22 - GOVERNING LAWS AND RIGHT OF INDEMNITY OF THE COMPANY.

The Contractor shall indemnify the company for all the injuries caused to any person or to public property due to his negligence or to the negligence of his workmen during the performance of contract.

- 22.1 Contractor shall abide by all existing / future labour enactments and rules, regulations, notifications and bye laws of State or Central Government or local authority.
- 22.2 The Contractor shall comply with all the provisions of the Statutory Acts and rules framed hereunder particularly in respect of the Factory Act. 1948, the Payment of W ages Act. 1936, the Industrial Disputes Act, 1947, the Industrial Employment Standing Orders Act,1946, the Minimum W ages Act, 1948, the Collection of Statistic Act,1953, the Workmen's Compensation Act, 1923, Fatal Accidents Act, 1935, Personal Injuries (Compensation Insurance) Act, 1963, the Trade union Act, 1926, Maternity Benefit Act, 1961, Employees Provident Fund Act,1952, Contract Labour (Regulation and Abolition) Act, 1970, Indian contract Act, 1872 and the rules framed by the state in respect of various Labour Acts as demanded from time to time and shall also comply with the provision of any other enactment statues, rules regulations made by a competent authority and enforced in the state during the currency of the contract. The Contractor shall indemnify the company for the penalties on account of breach of any of the conditions, there under.
- 22.3 The company shall remain indemnified by the Bidder against any claim arising under the payment of W ages Act, or the payment of Bonus, C.P. Fund or Gratuity of Compensation Act arising during the pendency of the contract.
- All such claims will be met with by the Contractor themselves from the payment made to them.

ARTICLE 23: COMPLETENESS OF TENDER

The tender should be complete with all details of illustrative and descriptive literature.

ARTICLE 24: SAFETY OF PERSONNEL

- 24.1 The contractor shall cover all personnel deputed for production under appropriate insurance scheme.
- 24.2 The company shall not be responsible or held responsible or held liable for any damage to person or property that may result during the execution of contract by the contractor.
- 24.3 The contractor has to agree to indemnify the company from any or all claims for damages that may result during the execution of Contract by the contractor.
- 24.4 The contractor shall provide all safety gears and livery to its workmen to ensure their safety and protection from injuries during the execution of works.

ARTICLE 25 :Rate Contract (RC):-

- 25.1 The Company shall enter in to **Rate Contract for Supply Of Pet-Coke 'A' Grade With Tc Report Upto 10 Mm Size At Gudha Salt Refinery, Gudha Distt. Nagaur (Raj.)** with successful Bidder(s) for one year from the date of award of the contract
- 25.2 Rate Contract shall be extendable for another year on the same terms and conditions subject to satisfactory performance, rate reasonability.
- 25.3 The Rate Contract will be governed by the Terms & Conditions laid down in Tender Document, Annexure appended to it and as mentioned elsewhere in the Tender Document.
- 25.4 The Company , at its discretions, reserves the right to enter into Rate Contract with one or more bidders in respect of any or all items i.e. Pet Coke A Grade for which bids has been invited.

- 25.5 **Fall Clause:-** If at any time the supplier reduces the sale price to sell the Pet Coke covered under this tender enquiry, to any organization (including the purchaser of any Govt./ Private Organization /department) at a price lower than the price quoted under this contract, he shall forthwith pass on such reduction to the purchaser and the price payable under this tender for Pet Coke A Grade being supplied after the date of coming in to force of such reduction, the price of such **Pet Coke A Grade** shall stand correspondingly reduced.
- 25.6 The bidder will intimate the Addl GM(Com.) HO / GM(Work) SBR, SSL of reduced rates immediately and will charge reduced rates instead of rates quoted.

Date:
Place:

Signature of the tenderer
Affix Rubber Stamp/Common Seal

GENERAL INFORMATION OF THE BIDDER

Tender Enquiry No:

Due for Opening on:

1. Name & Address of Bidder with Contact No. :
2. Permanent Income Tax A/c No. of the bidder :
3. Details of the Banker of the Bidder:

- i) Name of Bank:
- ii) Address of the Branch:
- iii) Phone No.:
- iv) RTGS/IFS Code No.:
- v) Bank A/c No.:
- vi) Type of A/c:
- vii) MCIR code:

4. Business Name and constitution of the Bidder firm. Also state if the firm is registered under

- i) The Indian Companies Act, 1956
- ii) The Indian Partnership Act, 1932
- iii) Any act, if not, who are the owners. (Please give full Names and Address)

5. Whether the Bidder firm is/ are

- i) Manufacturer / Contractor / Manpower agency
- ii) Manufacturer's Authorized agent

Note: In case of being Manufacturer's Agent, enclose a copy of latest Manufacturer's Authorization along with the Tender.

iii) Whole seller/Retailer

6. For partnership firms state whether they are registered or not registered under Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further:-

- (i) Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the Partner who has signed the tender.
- (ii) If the answer to (i) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.

7. State whether business dealing with you has been banned by any Central/ State Government Organization? If so, give details.

Signature of witness
Full Name and Address of Witness

Signature of Bidder

INCOME TAX RETURN & PAN NUMBER

Tender Enquiry No:

Due for opening on:

Name of the Bidder:

Copies of IT Returns, PAN Number, Service Tax Registration, & VAT / CST Registration as required by this Tender Enquiry are being submitted along with this tender as per details given below.

Sl. No	Description	Remarks
i.	Copies of Income Tax Returns for the Assessment Years (For last three years)	
ii.	Copy of Permanent Account Number	
iii.	Copy of Service Tax Registration Number, If any	
iv.	Copy of VAT/ CST Registration number	

Signature of the Bidder

Name & Address with stamp

UNDERTAKING ON NON-JUDICIAL STAMP PAPER OF RS. 100.

(To be submitted by successful Bidder only)

Tender Enquiry

Due for opening on:

I/ We M/s

hereby declare that:

1. I/ we am/are agency engaged in business of _____ have examined the above mentioned tender document including amendment/corrigendum (if any) the receipt of which is hereby confirmed.
2. I/ we do hereby offer **Supply Of Pet-Coke 'A' Grade With Tc Report Upto 10 Mm Size At Gudha Salt Refinery, Gudha Distt. Nagaur (Raj.)** at the prices and rates mentioned in the price bid.
3. I/we have quoted rates inclusive of all statutory taxes, charges & compliances i.e. EPF, ESI, etc. as applicable.
4. I/ we agree to abide by my/our offer for a period of 180 days from the date of opening of the tender.
5. I/ we have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.
6. I/we agree for the all clauses and payment terms and conditions of this tender enquiry. In case any condition put forth by us is against the terms and conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.
7. I/ we have necessary licenses/ authorizations for the providing of said services and of the equipment/ devices and/or obtain the same at its costs and expenses as and when required and/or obtain the same at my/our costs and expenses as and when required.
8. I/We declare that we have necessary infrastructure/tie up for the maintenance of the equipment being used and enough manpower to cater to any additional need of Client on short notice, if any such need arises in the tenure of the contract.
9. I/ we also declare that in case of change constitution of our firm or for any other change, merger, dissolution, insolvency etc. shall be immediately brought to the notice of client. In such case the continuing Partner(s), Administrator, permitted assigns shall be responsible to meet the liabilities under this tender/contract.
10. The tender document has been downloaded from the official website for bidding purpose is a true copy of the original.
11. Our firm or any other firm with similar type of operation with same or some/one of the partners/proprietors being same as of the tendering firm has not been black listed in the past 3 years by any Government/ private institution. If there is any such case of black-listing / unsatisfactory service, please attach the details of the same.
12. I/we also certify that that there is no vigilance/ CBI case pending against the Bidder firm/ Agency/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm. If there is any case please attach the details of the same.
13. I/we also certify that that there is no pending case for payment/ civil liability pending against us in any of the courts. If there is any case please attach the details of the same.

I/We hereby undertake that the above mentioned information is correct to the best of my knowledge and belief and nothing has been concealed deliberately / inadvertently. In case any of the above information is found to be false, the Institute reserves the right to cancel the tender at any stage even after the award of the tender, without assigning any reason thereof.

Signature of the Bidder**Name & Address with stamp**

Sambhar Salts Limited

(A Government Enterprise)

Regd. Office : G-229, Sitapura Industrial Area, Jaipur - 302022 (Rajasthan)

Tel : 0141-2771427; Fax : 0141-2771449

E mail : purchase@indiansalt.com website: www.indiansalt.com

Unit : Sambhar Lake, Pin- 303 604, Dist. - Jaipur (Rajasthan)

Phone : 01425-224249; Fax: 01425-224244

E mail : sambhar@bsnl.in Website: www.indiansalt.com

SPECIFICATION OF MATERIAL (AS PER ARTICLE 3 OF PART II)

Tender Enquiry No.45 COM/PURCHASE /2016-17		Date.17.05.2017
Delivery Address Gudha Salt Refinery, Sambhar Salts Limited, Near Railway Station, Gudha - 341525 Distt. Nagaur Rajasthan, Telephone No.01425-224249, FAX No.01425-228244 e.mail: ssl.gm-office@indiansalt.com / purchase@indiansalt.com		
Item	Material Description	Approx. Requirement Per Month
1	PET-COKE 'A' Grade with TC Report upto 10 mm Size Make Reliance/ Essar	58 MT (±5%)

The supplier shall arrange and confirm available stock of required material within one week from the date of confirm order for supply of PET - C O K E ' A ' G r a d e .

TECHNICAL DATA SHEET

S. No.	Material Required	Specification			
1.	Supply of PET-COKE 'A' Grade with TEST CERTIFICATE Report upto 10 mm size Make Reliance/ Essar / Reputed Government Company	S.No	Parameter	UOM	Specification
1		1	Total Sulphur on Dry Basis	wt %	8.5 Max
2		2	Gross Calorific Value (GCV)	Kcal/kg	8200 Min
3		3	Ash (dry basis)	wt %	1.00 Max
4		4	Volatile Matter	wt %	7.00 Min
5		5	Fixed Carbon on dry basis	wt %	88.00 Min
6		6	Moisture as received basis	wt %	8.0 Max
7		7	Hardgove Grindability Index (HGI)	Index	35 Min

1. Use of material:- Fuel at Gudha Salt Refinery, Gudha in Multi-Fuel Boiler.
2. Vendor should be manufacturer /authorised dealer and shall ensure submission of Test certificate with each consignment as per relevant TC.

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Sub.: Rate Contract for Supply Of Pet-Coke 'A' Grade With Test Certificate Report at Gudha Salt Refinery, Gudha Distt. Nagaur (Raj.)

S.No.	Specification of item	Details	(In Figures)	(In words)
1	Supply of PET-COKE 'A' Grade with TEST CERTIFICATE Report upto 10 mm size as per specification mentioned in Annex 5 Make : Reliance/ Essar / Any other reputed Government Company	Prevailing Basic selling price of manufacturer. (Per MT)	Rs.	
2	Discount/ Addl. Discount	Amount of Discount per MT on Basic Rates	Rs.	
3	Excise duty @ , (if applicable)	Per MT (As per prevailing Notified rates by the Govt.) Present Please mention	Rs.	
4	CST/VAT @ , if applicable	Per MT (As per prevailing Notified rates by the Govt.) Present Please mention	Rs.	
5	Freight from dispatching station to Gudha Salt Refinery, Gudha, Distt. Nagaur, Gujarat)	Per MT (Will Remain fixed during the period of contract from July, 2017 to 31 st March, 2018)	Rs.	
6.	Entry Tax, if any. Please specify rates	Per MT (As per prevailing Notified rates by the Govt.) Present Please mention	Rs.	
G. Total (Per MT) on FOR Gudha Salt Refinery, SSL Basis			Rs.	

Make offered : _____

Dispatching Station : _____

Note:-

1. Payment Terms will be as per terms of Tender documents.
2. Discount rate shall remain firm during the contract period..
3. Bidders shall submit the offer as per Taxes and duties applicable on the last date for submission of offer, however in case of any change in the rates of taxes and duties by State/ Central Government during the contract period, same shall be charged as per the prevailing rates at the time of supply of material
4. Required documents i.e., GST TIN No. & Excise, if applicable then details for CENVAT is to be submitted.
5. The rates of freight shall remain fixed during the period of contract from July, 2017 to 30th June, 2018.
6. Enclose quality parameters of respective company, for which tenderer wants to supply.
7. Certified copy of Prevailing Basic selling price of manufacturer to be provided on the each and every supplies of the material for record & payment purpose.

Seal and Signature of the Bidder