



**REVISED TENDER
FOR SALT PRODUCTION, EXTRACTION, HAULAGE AND
TRANSPORTATION AT SSL GUDHA KYAR PLATFORM
/GUDHA SALT REFINERY STORES INCLUDING
MAINTENANCE OF EXISTING SALT PRODUCTION
INFRASTRUCTURE
(GUDHA KYAR)**

Tender No.	13 (Com)Purchase/2018-19/
Tender Issue Date	17.05.2018
Pre Bid Meeting	Already held
Last date and time of submission	04.09.2018 Up to 15.00 Hrs
Date and Time for Opening of Tenders	04.09.2018 at 15.30 Hrs
Place of Pre-Bid Meeting, Submission and Opening of the tenders	Office of General Manager (Works), Sambhar Salts Limited, Sambhar Lake, Pin- 303 604 Dist. Jaipur
Cost of Tender Document	Rs. 500/- (Rupees Five Hundred Only)
EMD	Rs. 60,000/- (Rupees Sixty Thousand Only)
Mode of payment of Cost of Tender Document and EMD	Either through Demand Draft favour of Sambhar Salts Limited and payable at Sambhar Lake. or through NEFT/RTGS in Company's account
Security Deposit	5% of Contract value to be deposited by the successful Bidder. The amount of EMD will be adjusted in Security deposit.

Sambhar Salts Limited

(A Government Enterprise)

CIN : U14220RJ1964GOI001188

Corporate Office : G-229, Sitapura Industrial Area, Jaipur-302022 (Raj.)

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

Phone : 01425-228249; Fax : 01425-228244

E mail : ssl.gm-office@indiansalt.com / purchase@indiansalt.com

Website : www.indiansalt.com



“TENDER FOR SALT PRODUCTION, EXTRACTION, HAULAGE AND TRANSPORTATION AT SSL GUDHA KYAR STORES /GUDHA SALT REFINERY STORES INCLUDING MAINTANCE OF GUDHA KYAR ”

TENDER HIGHLIGHTS

- ❖ The Bidders are required to undertake all activities for production of salt in Kyar, extraction, haulage and transportation at SSL prescribed stores and submit rates for the same as per the prescribed format of Price Bid. Bidders are also required to manage the brine for salt production and maintain the requisite infrastructure for undertaking the salt production.
- ❖ *Scope of work “All Salt Production and Transportation of Salt from Kyars to Stores Activities such as Cleaning / levelling of Kyars, transfer of brine, charging of Kyar, breaking of tari from time to time to avoid sulphate and impurities contents and also removing of algae to ensure quality production and after formation of salt crystals ready for heaping, discharging of brine, transfer of brine through pumps, maintenance of pumps, Transportation of Salt from Kyars to prescribed salt Stores. Regarding maintenance of Kyars: Manpower for Maintenance of Kyars shall be provided by the Contactor and Machinery / Material by the Company.*
- ❖ Company shall provide electricity through DISCOM connection or through Diesel Generator of desired load as per availability and requirement at site. The entire quantity of salt produced having desired quality shall be retained by the company only, therefore, the cost of electricity through DISCOM / Diesel Generator wherever required shall be borne by the company.
- ❖ The payment shall be released only after completion of all activities i.e. production, extraction, haulage and transportation at SSL prescribed stores. Measurement may be made at production site, however, payment shall be released for the quantity of salt received at the stores only.
- ❖ Contract period shall be considered from 01.10.2018 to 30.09.2019. However, if the Kyars are available the contract may start the work before than the specified period but ending of the contract will be 30.09.2019.
- ❖ Contractor shall be exclusively responsible for production of desired quality of salt i.e. proper handling for discharge/ sulphate removal etc. Poor quality of salt will not be accepted.

Sambhar Salts Limited

(A Govt. of India Enterprise)
CIN: U14220RJ1964GO1001188

Registered Office : G-229, Sitapura Industrial Area, Jaipur-302022 (Raj.)

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PART I

1. GENERAL

Sambhar Salts Ltd. is a Subsidiary Company of Hindustan Salts Limited (A Govt. of India Enterprise) having its registered office at G-229, Sitapura Industrial Area, Jaipur-302022. Sambhar Salts Limited (hereafter referred as "Company" or "Sambhar Salts Limited") is having a large production area at Sambhar, Gudha and Nawa. Tenders are invited **FOR SALT PRODUCTION, EXTRACTION, HAULAGE AND TRANSPORTATION AT SSL GUDHA KYAR STORES / GUDHA SALT REFINERY STORES INCLUDING MAINTANCE OF KYAR** from salt manufacturers/dealers to enhance the salt production capacity of the company. Production of salt shall be made in existing area at Gudha Kyar as described in tender documents.

2. ESSENTIAL REQUIREMENT OF THE BIDDER:

- 2.1 The bidder should have past experience in salt production, extraction and haulage activities (Copies of the Documents like Work Experience Certificate, Copies of Work Order etc. to be submitted with the Technical Bid) and should be registered with appropriate authorities under Income Tax Dept., GST Registration Department, Labour commissioner, Employees Provident Fund and Employees State Insurance Acts, etc., if required.
- 2.2 Bidder submitting offer should have a minimum average financial turnover of **Rs 9.00 Lacs** (Rupees Nine Lacs Only) during last three financial years. Certified Copy of Balance Sheet along with profit and Loss account or certificate from Chartered Accountant to be submitted for declaration of turnover.

3. SUBMISSION OF TENDER

The tender should be submitted in Two bid system, described as under:

3.1 Envelop-1, super-scribed as

Technical Bid for Tender No.13 (Com) Purchase/2018-19/

Name of Bidder: _____

And shall comprise of the following documents:

- Duly signed Tender document on each page by the Bidder as token of acceptance on terms and conditions as mentioned in the document.
- Self-attested copy of PAN card.
- Cost of tender of Rs. 500/- (Five Hundred Only) and EMD of Rs. 60,000/- (Rupees Sixty Thousand Only) in favour of Sambhar Salts Limited, payable at Sambhar Lake. Bidder can also deposit the Cost of Tender Document and EMD amount in Company's account through NEFT/RTGS.
- Declaration as Per Annex. 2

3.2 Envelop-2, super-scribed as

Price Bid for Tender No.13 (Com) Purchase/2018-19/

Name of Bidder : _____

and shall comprise of only Prescribed Price Bid (i.e. Annex-1)

3.3 Both the above Envelop-1 and Envelop-2 shall be put in single envelop super scribed as under:

To,

**General Manager (Works),
Sambhar Salts Limited,
Sambhar Lake-303604,
Dist. Jaipur (Rajasthan),
Phone :- 0141-2771427;
Email: ssl.gm-office@indiansalt.com / purchase@indiansalt.com**

Tender No. 13 (Com) Purchase/2018-19/

Name of Work for which tender is submitted: "SALT PRODUCTION, EXTRACTION, HAULAGE AND TRANSPORTATION AT SSL GUDHA KYAR PLATFORM /GUDHA SALT REFINERY STORES INCLUDING MAINTENANCE OF EXISTING SALT PRODUCTION INFRASTRUCTURE OF GUDHA KYAR"

The tender shall be submitted by dropping the Envelop 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 Bid shall comprise of the following documents:

- Duly signed Tender document on each page by the Bidder as token of acceptance on terms and conditions as mentioned in the document.
- Self-attested copy of PAN card.
- Cost of tender of Rs. 500/- (Five Hundred Only) and EMD of Rs. 60,000/- (Rupees Sixty Thousand Only) in favour of Sambhar Salts Limited, payable at Sambhar Lake. Bidder can also deposit the Cost of Tender Document and EMD amount in Company's account through NEFT/RTGS.
- Prescribed Price Bid (i.e. Annex-1)
- Declaration as Per Annex. 2

3.3 Tender should be free from over writings. The Bidder should duly attest all corrections and alteration. Tender received after due date and time as mentioned in the tender document will not be entertained. The firms black listed by any of the Govt. Department shall not be eligible for submission of bid. Tender not submitted in the appropriate prescribed form and not completed in all respects shall be rejected. Tenders without requisite cost of tender document and EMD shall be rejected out-rightly. 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 choose to withdraw the notification of Tender or reject all the tenders without assigning any reason thereof.

3.4 In case, Bidder is registered with NSIC as SSI or Micro, Small & Medium Enterprises (MSMEs), a copy of certificate should be enclosed and are exempted for remitting EMD and Cost of Bid Document. 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.

4. OPENING OF TENDER

4.1 Technical Bids shall be opened at notified date & time at the office of General Manager (Works), Sambhar Salts Limited, Sambhar Lake, Dist.-Jaipur, Pin-303604, Phone:01425-228249;

Fax:01425-228244, Email:ssl.gm-office@indiainsalt.com / purchase@indiainsalt.com by authorised Committee, in the presence of Bidders, so present. The representative will have to establish his identity to the satisfaction of the Sambhar Salts Limited by producing introductory letter/ authority from their Principal etc. otherwise he will not be allowed to attend the Tender opening.

- 4.2 In case notified date for submission/opening of Tenders happens to be holiday then submission/ opening of Tenders will take place on next working day.
- 4.3 Price of only qualified bidders shall be opened and date of opening of Price Bid shall be notified to all qualified bidders.

5. 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.

6. VALIDITY OF TENDER

The rates should be valid for a period of 90 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 tender within the stipulated validity period will entitle the Company to forfeit the Security Deposit of the Bidder.

7. NAME AND ADDRESS OF THE BANKERS

The bidders shall furnish Bank Account Numbers including Type of Account i.e. Current or others, the year since the Account is being operated is to be notified.

8. AWARD OF CONTRACT

- 8.1 Bidders, which have failed to fulfil earlier contractual obligations, shall not be considered.
- 8.2 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 tender or any counter tender will constitute the entire Agreement relating to the Tender between the successful Bidder and the Sambhar Salts Limited and both parties are bound by the terms and conditions as stipulated in the Tender documents.
- 8.3 The company reserves the right to cancel any or all Tenders without assigning any reasons whatsoever.

9. VISITING COMPANY'S WEBSITE

Bidders are requested to visit company's website, regularly, for keeping updated them regarding issuance of any corrigendum for the tender document, which shall be published on company website i.e. www.indiainsalt.com only.

Date:

Signature of the Bidder

Place:

Affix Rubber Stamp/Common Seal

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PART II

DETAILED TERMS AND CONDITIONS OF THE CONTRACT WHICH WILL BE BINDING ON THE PARTIES ON ACCEPT ANCE OF THIS TENDER

In addition to Part-I (Instructions to Bidders) the following terms and conditions shall apply to the contract.

ARTICLE -1: DEFINITIONS AND INTERPRETATION

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.-

- 1.1 "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 Capital of Rajasthan State and shall include its lawful successors and assignees.
- 1.2 "BIDDER": shall mean Individual/Firm/Company submitting the tender against this tender notice.
- 1.3 "CONTRACT": shall mean the Terms and Conditions as per the Documents Part-I & Part-II and SUBSEQUENT AMENDMENTS THERETO, if any, agreed in writing by the parties hereto on the basis of which the Bidder shall execute the contract.
- 1.4 "CONTRACTOR" shall mean Individual/Firm/Company to whom contract has been awarded by company as a result of this tender.
- 1.5 "APPROVAL OF THE COMPANY": shall mean the written approval of the Chairman & Managing Director of the Company or any person authorized by him to deal with the matter.
- 1.6 "**CONTRACT VALUE**": **The Evaluated Bid value as arrived in the prescribed Price Bid shall be considered "Contract Value"**.
- 1.7 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.
- 1.8 "**INTERPRETATION & MEANING**": In case of doubt regarding any of the clauses mentioned in the tender document, Bidder/Contractor shall seek clarification in regards to interpretation of the clauses in writing from the company. The interpretation of clauses mentioned in the tender document as per the company shall be final and binding on the Bidder/ Contractor.

ARTICLE 2: SCOPE OF WORK COMPANY

2.1 SALT PRODUCTION AREA

Description of salt production area at Gudha Kyar is as under:

Sr. No	Salt Production Area	Estimated Annual Salt Production in MT
1.	Gudha Kyar Number of Kyars : 4 (Pan No.3 to 6) Crystallising Area : 24 Acres Condensing Area : 30 (In Acres) Reservoir Area : 48.0 No of Surface wells : 06 No. of Borewell : 02 Salt Storage Area : Gudha Salt Refinery / Gudha Kyar Stores	18,500
SALT EXTRACTION BY MANUAL(*)		

(*) **Manual** - No machinery shall be allowed to enter into the Kyar to protect the salt bed, therefore, salt extraction, haulage within the Kyar and loading from heap to tractor / Wagons shall be made manual only, however loosening of crust can be done through tractor cultivation after the inspection of Circle Incharge. In case Circle Officer feels that loosening of crust through tractor cultivation is affecting quality of salt and damaging Kyar bed, then he will stop this work with the approval of the General Manager (Works).

2.2 COMPANY SCOPE:

- 2.2.1 Company shall provide electricity through DISCOM connection or Diesel Generator of desired load as per availability and requirement at site.
- 2.2.2 Sambhar Salts Ltd. shall support technically i.e. may provide technical advice as and when required to the Contractor for production of good and standard quality of salt.
- 2.2.3 Production of salt shall be monitored every 15 days by the company. In case, production of salt from the Kyar is less than the anticipated target for any reasons directly attributable to Contractor, then the Contract shall be reviewed by the company, which may also lead to cancellation of the contract and in that case security deposit submitted by Contractor shall be forfeited. However, for lesser production of salt due to rain/natural calamities, appropriate view shall be taken.
- 2.2.4 Company at its discretion shall provide the area to the Contractor as per the schedule deemed fit by the company on as is where basis.
- 2.2.5 The company shall provide existing pumps etc. for operational work in Kyars. Mechanical maintenance of equipment like pumps, motors etc. are in the scope of company.
- 2.2.6 The Company shall provide supervisory staff for operational production activities of salt.

2.2 CONTRACTOR SCOPE:

- 2.3.1 Bidder shall quote the rate per MT for salt production, extraction, haulage and transportation at SSL Gudha stores including maintenance of existing salt production infrastructure in various Kyars as mentioned in above clause 2.1 of this part.
- 2.3.2 Bidder shall arrange transportation of salt from Gudha Kyars to Gudha Salt Refinery platform/Gudha Kyar Stores as per the direction of Circle Incharge, SSL through road, wherein cost of equipment engaged for transportation of salt shall be borne by the Contractor. Labour for loading of salt into the equipment at Gudha Kyars site and unloading of Gudha Salt Refinery platform/Gudha Kyar Stores as per the direction of Circle Incharge, SSL shall also be in the scope of Contractor.

- 2.3.3 Contractor shall maintain the infrastructure during the course of its use by him.
- 2.3.4 Contractor shall be responsible for All Salt Production, Extraction, Heaping, and Transportation of Salt from Kyars to Prescribed Stores Activities such as Cleaning / levelling of Kyars, transfer of brine, charging of Kyar, washing of salt to make it free from visible impurities, breaking of tari from time to time to avoid sulphate and impurities contents and also removing of algae to ensure quality production and after formation of salt crystals ready for heaping, discharging of brine, transfer of brine through pumps, maintenance of pumps, making heaps of Salt at respective stores and Transportation with loading/unloading of salt at site and respective store.

Regarding maintenance of Kyars : Manpower for Maintenance of Kyars shall be provided by the Contactor and Machinery / Material by the Company.

- 2.3.5 If any lumps or duggals of the salt are found at the salt stores or the heap while the salt is being unloaded, the contractor shall make necessary arrangement for breaking them and for dressing the salt to the satisfaction of the receiving officer and in the event of the failure, the company shall have the right to get it done at its own end and the cost of same shall be recovered from the contractor's bill(s) including all charges.
- 2.3.6 If any portion of the salt in the Kyars cannot be washed properly due to paucity of brine or if the salt is of sub-standard quality, the same shall not be heaped up by the contractor without prior permission of the circle officer concerned.
- 2.3.7 Kyars as mentioned in Clause 2.1 of this part are performing well and desired salt production from the same has been achieved by the company. The existing source of brine, already available/developed by existing contractor shall be pooled with the new Contractor to be engaged after conclusion of this tender.
- 2.3.8 Contractor shall be responsible to arrange required operations, essential for production of standard quality salt.
- 2.3.9 Contractor shall be responsible for removal/picking of mud from the salt while heaping at platform.
- 2.3.10 Contractor shall ensure minimum production of 750 MT/Acre during contract period from one production season.
- 2.3.11 Production Performance of Contractor shall be reviewed every 15 days by the company. In case the performance of the Contractor is not found satisfactory, then the Contract shall be reviewed by the company and may also be considered for immediate cancellation of contract and security deposit submitted by Contractor shall be forfeited.
- 2.3.12 In manual operation, visible impurities lumps etc. shall be removed by the manpower. The contractor shall heap the salt wash and make it free from all visible impurities. Break the lumps and duggals etc. & load it into the rail wagons/ tractor or any other equipment as available & unload the same at the salt stores and carry out picking of impurities and dressing etc. at the salt stores as directed by circle officers.
- 2.3.13 In Kyar, Pans, Restha or Kyar salt shall be heaped, wash and make free from visible impurities both in the pans and at the stores. The heap will be in the shape of pyramid i.e. top surface and bottom surface should be in rectangular shape of the required height and properly shaped and dressed, for measurement. The orders of the General Manager (works) or the Incharge and their Asstt. shall be promptly obeyed by the contractor and his representatives No dirty salt or dull appearance salt rejected by the circle officer or their assistant shall be extracted or brought to the stores or heaps. If any dirty or dull appearance salt is brought to the salt stores, it shall have to be removed by the contractor immediately

at his own cost at the site indicated by the company.

2.4 **QUALITY OF SALT AND SAMPLING:**

2.4.1 **QUALITY OF SALT:** Company shall pay agreed price for production of good quality salt from area, containing minimum 97% NaCl contents & Salt containing less than 97% NaCl contents shall not be accepted at all.

2.4.2 **SAMPLING OF SALT:** A representative sample will be drawn from various heaps of salt in the Kyar by the incharge production/ circle officer and R&D Official in the presence of contractor or his authorized representative. The composite sample will be sent to incharge R&D/ Laboratory for analysis and the representative sample will also be kept by the respective circle officer.

In case the salt is of requisite quality as per Clause No. 2.4.1 of this part, then only it shall be transported to prescribed stores at SSL.

Further the sample of salt will again be taken by the representatives / Official of SSL in the presence of R&D Official and contractor or his authorized representative on daily basis from the salt at prescribed stores and will be sent to incharge R&D/ Laboratory. After competition of the haulage from the particular Kyars the composite will be made and analysed

After completion of the haulage from the particular Kyars the composite will be made and analysed and the result will be final for accounting penalty as mentioned in Clause 7.3 of Part-II of tender documents etc. on the basis of the difference of the chemical components.

2.5 Contractor is bound to follow the instructions & directions of company's circle in charge /officials. For common operation and common use of Company's means i.e. pumps, charging channels, discharging channels etc. in the area where existing Contractors are already working, both the existing contractors and new Contractors of the concerned areas will be bound to act as per instructions of the Circle Production Incharge to ensure smooth operation of the activities and also smooth and effective use of company's means.

2.6 The contractor shall pay the labour and the workers employed by under this contract not less than minimum rates of wages notified from time to time by the state under the minimum Wages Act, 1948.

2.7 The contractor shall be responsible to provide various amenities and benefits to his worker as admissible under the Labour legislation and shall also be responsible for taking necessary license and its renewal from year to year as required under the Factories Act.1948.

2.8 For unloading of salt at prescribed stores the contractor will have to unload salt in a way to maintain proper levelling of salt unloaded. Further, in case the levelling of Salt is not made by the contractor the company will have to make arrangement for making leveling of salt either manually or mechanically for the same expenditure incurred by the company will be recovered from the contractor bill.

2.9 Contractor shall make even surface of ground site on which heap is to be made and of even shape without having any concave or convex to avoid dispute regarding measurement of the quantity. After making heap on uneven surface, no objection in respect of quantity will be entertained.

2.10 Though the heaps so prepared will be measured on volumetric basis and the quantity so arrived after measurement shall be final for payment purpose.

ARTICLE 3: BID EVALUATION CRITERIA

- 3.1 Bidder shall quote the rate per MT for salt production, extraction, haulage and transportation at prescribed stores including maintenance of existing salt production infrastructure.
- 3.2 Eligible Bidder having the lowest Evaluated Bid Value as per prescribed Price Bid for the aforesaid activities will be considered as L1.

ARTICLE 4: DURATION OF CONTRACT

- 4.1 Duration of contract will be from 01.10.2018 to 30.09.2019. However, if the Kyars are available the contract may start the work before than the specified period but ending of the contract will be 30.09.2019. In the extended period, company may decide further terms and conditions after mutual discussion with contractor.
- 4.2 After expiry of contract period, under all circumstances Contractor has to vacate the site (complete in all the aspect) without hampering the infrastructure developed by the Contractor, otherwise same shall be recovered from dues of the Contractor.
- 4.3 After expiry of contract, if Contractor does not vacate the site, the company reserves the right to remove Contractor's equipment from the site and take possession.
- 4.4 If during the period of contract, company requires the area back, in which salt production is arranged by the Contractor for any other reason whatsoever, then contract shall be terminated by the company at its discretion and in such case Contractor must immediately stop the work for development of infrastructure for salt production or Production of salt, as applicable and vacate the site.
- 4.5 Payable amount (if any), on account of any reason whatsoever by the Company to Contractor or vice versa by the Contractor to the Company, shall be adjusted or paid by either parties to each other and contract shall be terminated amicably.

ARTICLE -5: PRICE BID

- 5.1 Price Bid to be furnished in the prescribed Performa is attached at Annex-1 of the Documents.
- 5.2 **The rate must be written both in words and figures, in case of variance between the two the words shall prevail.**
- 5.3 **There should be no erasures and or over writings. Corrections, if any, should be made clearly and signed with date.**
- 5.4 It may please be noted that the COMPANY may award the contract to the Bidder without negotiations or after negotiations, if required. Therefore Bidders are advised to be careful to quote the genuine rates only.
- 5.5 On acceptance of this tender or revised tender or counter tender either by the Bidder 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 Corporate Office at G - 22 9 , 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 "CONTRACTOR" which shall mean Individual/Firm/Company.

ARTICLE 6: SECURITY DEPOSIT

- 6.1 Successful Bidder shall have to furnish Security Deposit amounting to **5% of the Contract Value** in the form of Demand Draft in the name of Sambhar Salts Limited and payable at Sambhar Lake within 14 days of award of contract. The Security deposit may also be deposited through NEFT/ RTGS in company's account. EMD shall be adjusted in the Security Deposit amount.
- 6.2 **Interest will not be allowed on Security Deposit**
In the event of breach of contract on the part of the Contractor, the Contractor will be liable to forfeit wholly or partially the above amount of Security Deposit with the Company. No interest will be allowed on the Security Deposit. The Company further reserves the right to adjust the Security Deposit towards any amount due to the Company from the Contractor and in such event, the Contractor on receipt of notice from the Company, shall make further deposit to restore the Security Deposit to the full amount.
- 6.3 **Refund of Security Deposit:**
On satisfactory performance of the contract and on receipt of "No Dues" certificate from the **General Manager (Works)**, the Security Deposit will be refunded to the Contractor provided that no claim whatsoever against the Contractor is made and nothing is due from the Contractor and that the Contractor has completed the work to the entire satisfaction of the Company as per contract.
- 6.4 **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 Contractor either fail to fulfil his contractual obligations or to settle in full his dues to the company.
- 6.5 **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 (WORKS)**, 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 Contractor until such difference and dispute shall have been finally settled or adjusted.

ARTICLE 7: PAYMENT TERMS, FIRMNESS OF RATES and PENALTY

- 7.1 Contractor shall submit the bill after completion of each cycle of activities comprising production, extraction, haulage, requisite heap making(at site/stores), loading, transportation and unloading of salt at SSL prescribed stores as per scope of work mentioned in tender documents and payment shall be released within 30 days of submission of bills. Measurement may be made at production site, however, payment shall be released for the actual quantity of salt received at the stores only.
- 7.2 Rates submitted by the Contractor shall remain firm during the entire duration of contract.
- 7.3 **PENALTY**

7.3.1 PENALTY IN RESPECT OF QUALITY

The contractor has to strictly maintain the quality of salt during extraction and Storage of salt as per sample drawn as per procedure elaborated above in Clause 2.4.1 in this part. In case of failure not to make extraction and storage of salt as per salt sample, a penalty will be levied on deterioration of quality during extraction and storage of salt @ Rs. 2/- Per CUM for every 0.1% increase in sulphate contents and similarly Rs. 2/- Per CUM every 0.1% increase in insoluble contents. However, the maximum penalty amount will be Rs. 5/- Per CUM in total, further both the above penalties will be levied simultaneously. This would be applicable in all Kyars where extraction and storage of Salt is done.

ARTICLE 8: DIFFERNCES OR DISPUTES

8.1 Mutual Settlement of Disputes

8.1.1 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.

8.2 Conciliation

8.2.1 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.

8.2.2 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.

8.3 Arbitration

8.3.1 If the efforts to resolve all or any of the disputes thorough 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.

8.3.2 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.

8.3.3 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".

8.4 The Arbitrator may from time to time, with the consent of all parties, extend the time in making the award.

8.5 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.

ARTICLE 9: JURISDICTION

Subject to Article 8 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 10: FORCE MAJEURE

In case either of parties fail, to full fill, in time, then, respective contractual obligation owing to future event 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 11: RECESSION AND CANCELLATION OF CONTRACT

- 11.1 If during the period of contract, company requires the area back, in which Kyar are developed and salt production is arranged by the Contractor for any reason whatsoever, then contract shall be terminated by the company at its discretion and in such case Contractor must immediately stop the work for development of infrastructure for salt production or Production of salt as applicable and vacate the site.

Payable amount (if any), on account of any reason whatsoever by the Company to Contractor or vice versa by the Contractor to the Company, shall be adjusted or paid by either parties to each other and contract shall be terminated amicably.

- 11.2 In case the Contractor 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 said Contractor the losses, if any incurred by the Company in doing so apart from his liability under clauses of the contract. In this case the security deposit submitted by Contractor shall be forfeited

- 11.3 If the contractor fails to perform any part of the contract in the opinion of the company or is unable to carry out the work contracted out to him as per the terms and conditions of contract or his progress on the work is so slow as likely to cause loss to the company, or the progress from the date of commencement of the contract is so slow as in the opinion of the company the work cannot be completed in time, or the Contractor refuses, or neglects to carry out the direction given to him by the authorized officials of the company, then Company may rescind the contract after giving a show cause notice to the contractor and the security deposit submitted by Contractor shall be forfeited. The contract shall be deemed to be automatically rescinded unless the notice is withdrawn by the company. If the contractor does not, within seven days after the delivery to him of such notice proceed to make good his default and carryout the work to the entire satisfaction of the company, the company shall have the powers to rescind the contract and forfeit the security deposit or to take away from the contractor the whole or any portion (to be specified in such notice) of the work and complete the same by employing some other agency and in this case also the security deposit submitted by Contractor shall be forfeited.

- 11.4 **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 notice or in consequences of this notice 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 12: NON SUBLETTING OF CONTRACT

The Contractor is barred from any sub-letting of contract of any nature.

ARTICLE 13: DAMAGES UNDER THE CONTRACT

Loss or Damage to Company's Property:

- 13.1 The Contractor shall carry out the work without damage and/or interference to any other work, machines or equipment and property of the company or other Contractors of company in area, adjacent to the area of Contractor's work.
- 13.2 In case during the execution of contract by the Contractor any loss or damage occurs to any property of Sambhar Salts Limited, then contract may considered for termination by the company at is discretion and the security deposit deposited by party shall be forfeited.
- 13.3 For damaging the company property Civil and Criminal proceedings will be initiated against the Contractor at the discretion of company and loss incurred by the company due to such damages will be recovered from the Contractor.

ARTICLE -14: POWER OF ATTORNEY

A person signing the agreement or any documents forming part of the contract on behalf of the Contractor 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 Contractor in all matters pertaining to the contract including the arbitration clause.

ARTICLE -15 : CHANGE IN CONSTI TUTION

On the death or retirement of any partner of the successful Contractor/Firm 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 - 16: NOTICES

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

ARTICLE - 17: 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 tendered by or on behalf of the Contractors, 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-18: 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 19 - 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.

- 19.1 Contractor shall abide by all existing / future labour enactments and rules, regulations, notifications and bye laws of State or Central Government or local authority.
- 19.2 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 Wages Act. 1936, Industrial Disputes Act, 1947, Industrial Employment Standing Orders Act,1946, Minimum W ages Act, 1948, Collection of Statistic Act,1953,Workmen's Compensation Act, 1923, Fatal Accidents Act, 1935, Personal Injuries (Compensation Insurance) Act,1963, 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. Contractor shall indemnify the company for the penalties on account of breach of any of the conditions, there under.
- 19.3 The company shall remain indemnified by the Contractor against any claim arising under the payment of Wages 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 Contractors themselves from the payment made to them.

ARTICLE 20: DEDUCTION OF TAX, DUTIES ETC.:

Applicable taxes, duties, royalties etc., shall be payable by the Contractor (except GST, which shall be borne by the Company)

ARTICLE 21: CONTRACT DOCUMENT

A contract arising on acceptance of this Tender or in consequence of this Tender, the company and the Contractor, shall agree 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 22: COMPLETENESS OF TENDER

The Tender should be completed with all details of illustrative and descriptive literature.

ARTICLE 23: SAFETY OF PERSONNELS

- 23.1 The Contractor shall cover all personnel deputed for production under appropriate insurance scheme.
- 23.2 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.
- 23.3 The Contractor has to agree to indemnify the company from any or all claims for damages that may result during the execution of project by the Contractor.
- 23.4 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.

Date:
Place:

Signature of the Bidder
Rubber Stamp/Common Seal

Sambhar Salts Limited

(A Government Enterprise)

CIN : U14220RJ1964GOI001188

Registered Office : G-229, Sitapura Industrial Area, Jaipur-302022 (Raj.)

Unit : Sambhar Lake, Pin-303604, Dist.- Jaipur (Raj.)

Phone : 01425-228249, Fax:- 01425-228244

E-mail: ssl.gm-office@indiainsalt.com / purchase@indiainsalt.com

Website: www.indiainsalt.com

Annex.1

Tender No. : 13 (Com) Purchase/2018-19 dt. 17.05.2018

Price Bid

Name of party: _____
Address : _____
Contact No : _____
SUB. : TENDER FOR PRODUCTION OF SALT INCLUDING EXTRACTION AND STORAGE AT
PRESCRIBED STORES AND REFURBISHMENT OF INFRASTRUCTURE WHEREVER
REQUIRED AT GUDHA KYAR

S. No.	Description of Item	Salt Extraction and Haulage Method	Estimated Annual Salt Production in MT	Rate (Rs. Per MT)	Amount (Rs.)	
					In Figure	In Words
(i)	(ii)	(iii)	(iv)	(v)	(vi)=(iv) X (v)	
1	Cost for Salt production, Extraction, Haulage and Transportation at Gudha Salt Refinery Platform / Gudha Kyar Stores including maintenance of Existing Infrastructure	Manual	18500			
Evaluated Bid Value i.e. Total value arrived at column (vi) for Manual						

Note:

- Duration of contract will be from 01.10.2018 to 30.09.2019. However, if the Kyars are available the contract may start the work before than the specified period but ending of the contract will be 30.09.2019. In the extended period, company may decide further terms and conditions after mutual discussion with contractor.
- BID EVALUATION CRITERIA**
 - Bidder shall quote the rate per MT for salt production, extraction, haulage and transportation at prescribed stores including maintenance of existing salt production infrastructure in Gudha Kyar.
 - Eligible Bidder having the lowest Evaluated Bid Value as per prescribed Price Bid for the aforesaid activities will be considered as L1.
 - Contractor shall make all efforts to utilise lake brine and surface wells brine for salt production.
 - Rates finalized as a result of this Tender shall remain firm during the period of contract.
 - Applicable taxes, duties, royalties etc., shall be payable by the Contractor, except GST, which shall be borne by the Company.
 - After expiry of contract i.e. for maximum, if Contractor does not vacate the site, then company reserves the right to remove equipment from the site and take possession. As this is company property therefore in no case contractor shall be liable to any ownership or related.
 - Company may seek additional information from the bidders or Contractors in the commercial interest of the Company and to complete the Tender process.
 - The bidder should submit details of his past experience of salt production and its associated activities.
 - These rates shall be valid for 90 days from the date of opening of price bid.

Date:
Place:

Signature of the Bidder
Rubber Stamp/Common Seal

निविदाकर्ता (Bidder) द्वारा शपथपत्र

सेवा में,
जनरल मैनेजर (वर्क्स)
सांभर साल्ट्स लिमिटेड
सांभर

मैं यह घोषणा करता हू की मेरे द्वारा, सांभर लिमिटेड के **टेंडर डॉक्युमेंट नंबर. 13 (Com) Purchase/2018-19 dt. 17.05.2018(GUDHA KYAR)** की सारी शर्तों जो कि अंग्रेजी में वर्णित है, का पठन भलीभाँति कर समझ लिया गया है तथा मैं उन शर्तों से पुरी तरह सहमत हूँ।

मैं **टेंडर डॉक्युमेंट** में दी गयी शर्तों के अनुसार कार्य करने की सहमति प्रदान करता हूँ।

धन्यवाद

DATE :
PLACE :

निविदाकर्ता के हस्ताक्षर मय सील

UNDERTAKING ON NON-JUDICIAL STAMP PAPER OF RS. 500/-
(Only from successful bidder)

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 for **Salt Production, Extraction, Haulage and Transportation at SSL Gudha Kyar Platform /Gudha Salt Refinery Stores Including Maintenance of Existing Salt Production Infrastructure (Gudha Kyar)** at the prices and rates mentioned in the price bid.
3. I/we have quoted rates /percentage of service charges inclusive of all statutory taxes, charges & compliances i.e. EPF, ESI, etc. as applicable(Except GST)
4. I/ we agree to abide by my/our offer for a period of 90 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