



Tender Documents

Engaging Contractor for Processing of Salt at Gudha Salt Refinery

Tender No.	27 (Com) Purchase/2016-17
Last date and time of submission of tender	9 th May 2016 up to 13:00 hrs. at office of General Manager (Works) Sambhar Salts Limited, Sambhar Lake, Pin- 303 604, Dist. - Jaipur (Rajasthan)
Date of opening of Bids	9 th May 2016 at 14:30 hrs. at office of General Manager (Works) Sambhar Salts Limited, Sambhar Lake, Pin- 303 604, Dist. - Jaipur (Rajasthan)
Cost of tender form	Rs.500/- by DD drawn in favour of Sambhar Salts Limited and payable at Sambhar
EMD	Rs.1,00,000/- by DD drawn in favour of Sambhar Salts Limited and payable at Sambhar

Sambhar Salts Limited

(A Government Enterprise) CIN:
U14220RJ1964GO1001188

Registered Office : B-427, Pradhan Marg, Malviya Nagar, Jaipur-302017 (Raj.)

Tel/ Fax : 0141-2524093 / 2521998

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

Phone : 01425-224249; Fax : 01425-224244

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

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PART I: INSTRUCTIONS TO BIDDERS

1. General

Sambhar Salts Ltd. is a Subsidiary Company of Hindustan Salts Limited (A Govt. of India Enterprise) having its registered office at B-427, Pradhan Marg, Malviya Nagar, Jaipur-302017. Sambhar Salts Limited (hereafter referred as "Company" or "Sambhar Salts Limited") is having a large production area at Sambhar and Nawa.

Company has its own manufacturing facility for production of refined salt at Gudha, Dist. Nagaur (Rajasthan)

Offers are invited from eligible parties , for engaging contractor for processing of raw salt at Gudha Salt Refinery.

2. SUBMISSION OF TENDER

2.1 Bidders shall submit their offer in two bid system i.e. (Part -I consisting of Technical Bid and Part-II consisting of Price Bid in separate envelopes).

Both the aforesaid covers should be placed in one Envelope and super scribing as under:-

- i. Name of Work for which tender is submitted -----
- ii. Date of NIT appeared in _____
- iii. Last date of submission of tender _____ up to _____.

2.2 The tender should be addressed to **The General Manager (Works), Sambhar Salts Limited, Sambhar Lake, Pin- 303 604, Dist. - Jaipur (Rajasthan), Phone : 01425-224249; Fax : 01425-224244** ; Email: ssl.gm-office@indiansalt.com, purchase@indiansalt.com.

2.3 Technical Bid **Envelop-1** shall comprise of following documents:

- i) Tender documents signed on each page by the bidder.
- ii) Requisite **Earnest Mmoney Deposit and cost of tender form**, in form of Demand Draft of Nationalized Scheduled Bank in favour of Sāmbhar Salts Limited, payable at Sambhar Lake.

iii) Documents for Eligibility as mentioned in Clause 3 of Part I

2.4 **Price Bid:** The bidders should submit their Price Bid (Annex- I) in sealed **Envelope-2** and cover, super scribing "**Price Bid**".

2.5 Tender should be free from over writings. The Bidder should duly attest all corrections and alterations.

2.6 Tender received after due date and time as mentioned in the tender document will not be entertained.

2.7 The firms black listed by any of the Govt. Department shall not be eligible for submission of bid.

2.8 Tender not submitted in the appropriate prescribed form and not completed in all respects shall be rejected.

2.9 Tenders without requisite EMD and Cost of Tender Form shall be rejected out-rightly.

2.10 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. Eligibility Criteria:

3.1 Bidder should have average turnover of Rs.50 Lacs Per Annum during last three financial years.

3.2 Bidder shall be having own workshop / similar arrangements having requisite equipment's and tools for carrying out the repair work as required during operation of Gudha Salt Refinery. Company at its discretion may send the authorised official's to visit the workshop facilities for ascertaining the same during tendering process.

3.3 The aforesaid workshop must be having technical manpower for carrying the repair works during the operation of Gudha Salt Refinery.

Documents regarding the above to be submitted with Technical Bid.

4. Opening of Tender

4.1 Bids shall be opened at notified date & time at the office of **General Manager (Works), Sambhar Salts Limited, Sambhar Lake, Pin- 303 604, Dist. - Jaipur (Rajasthan), Phone : 01425-224249; Fax : 01425-224244 ; Email: ssl.gm-office@indiansalt.com** by **Tender Committee**, in the presence of Bidders or their representatives, 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 **Price bid of qualified bidders shall be opened on 09.05.2016 at 16:00 hrs by tender committee, in presence of bidders so present.**

4.3 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.

4.4 **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 **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 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 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.

7. Award of Contract:

7.1 Bidders, which have failed to ful-fill earlier contractual obligations, shall not be considered.

7.2 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 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 parties are bound by the terms and conditions as stipulated in the tender documents.

7.3 **The company reserves the right to cancel any or all tenders without assigning any reason whatsoever.**

8. **Visiting Company Website: Bidders are requested to visit company's website, regularly, for keeping updated them regarding issuance of any corrigendum, which shall be published on company website i.e. www.indiansalt.com only.**

Date:
Place:

Signature of the Bidder
Affix Rubber Stamp/Common Seal

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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.

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

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), B/427, Pradhan Marg, Malviya Nagar, Jaipur - 302017 (Rajasthan) India Capital of Rajasthan State and shall include its lawful successors and assignees.
- 1.3 "BIDDER": shall mean Individual/Firm/Company.
- 1.4 "CONTRACT": shall mean the Terms and Conditions as per the Tender Documents Part-I & Part-II and SUBSEQUENT A MENDMENTS THERETO, if any, agreed in writing by the parties hereto on the basis of which the Bidder shall execute the contract.
- 1.5 "CONTRACTOR" shall mean Individual/Firm/Company to whom contract has been awarded by company.
- 1.6 "APPROVAL OF COMPANY": shall mean the written approval of the Chairman & Managing Director of the Company or an y person authorized by him.
- 1.7 "Industrial Salt": shall mean the salt used for industrial processes and manufacturers.
- 1.8 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.

ARTICLE 2: SCOPE OF WORK

- 2.1 Bidder shall submit offer for engaging in round the clock processing of Salt at Gudha Salt Refinery in shifts that is handling of raw salt from stock area, operations at GSR(Gudha Salt Refinery), day to day maintenance which include preventive maintenance, packing and loading of goods into trucks as and when required on sustained basis, and all other ancillary activities. The Comany shall bear Cost of Electricity, fuel and spares used for processing of salt in refinery on actual consumption basis, however, Contractor will make efforts for optimising the same.
- 2.2 Contractor shall ensure average minimum processing of salt (industrial and edible salt clubbed together) at -1500 MT per month from the Gudha Salt Refinery during the year. However, Contractor has to achieve yearly target of 18000MT.
- 2.3 Bidder shall submit rates on Per MT basis for processing of salt at Gudha Salt Refinery duly packed in relevant packing. The quantity of salt processed shall be measured on the basis of quantity of Refined salt(Industrial /Edible) packed in relevant packing of 50 Kg/1 kg bags or any other consumer packages as required.
- 2.4 Bidder shall maintain refinery at highest level and efforts shall be made to achieve target of salt processing more than 1500MT per month. Company shall allow the processing of salt more than 18000 MT per annum only after mutual discussions on the matter with optimal losses as per industry norms.
- 2.5 All statutory norms regarding wages, qualification and workmanship of labours (skilled/unskilled) as well as technical manpower shall be followed by the contractor.
- 2.6 Company shall provide raw salt and packing material as per the requirement.
- 2.7 The contractor shall strictly process and work as per Standard Operating Procedures designed by the company for processing of salt at Gudha Salt Refinery and must also follow recommendations of ISI standards
- 2.8 Contractor shall abide by all the condition laid in consent to operate granted by appropriate authority for operation of Gudha Salt Refinery, including condition of appropriate plantation etc.
- 2.9 The processing of salt at Gudha Salt Refinery shall be conducted in such a manner that washing losses shall be minimised. This need to be checked on monthly basis and record of the same need to be maintained.

- 2.10 The salt produced shall be of BIS standard. In case of any penalty is imposed on company, due to quality complaint the same shall be applicable on the Contractor.
- 2.11 Contractor shall make all efforts to improve all the operations such as dust collection and disposal of residual.
- 2.12 The Labour Shelters/Quarters available at Gudha owned by SSL shall be provided free as per the requirement and availability, however the electricity consumption shall be charge on actual basis.
- 2.13 The DG set available at GSR shall be provided in working condition and all the expenses incurred for running and maintenance shall be incurred by the contractor.

ARTICLE 3 : BID EVALUATION CRITERIA

The bidder shall submit following in the specified format of Price bid, placed at Annex-1.:

1	RATES PER MT inclusive of all applicable taxes as described below: Rates (on PER MT basis) to be submitted for Round the clock Processing of Salt at Gudha Salt Refinery for achieving highest salt processing. The salt processing shall include feeding of raw salt available at GSR store till the final product i.e. Refined Salt (which includes Industrial & Edible Salt) is obtained, packed in suitable packing of 1Kg/50Kg or desired Consumer Packing, including the packing, loading & unloading of packing material and other material received at GSR for packing of salt. Minimum Production of Industrial and edible salt in one month shall be 1500 MT and for the year 18000 MT. Effort shall be made to achieve 48000 MT per year.	A
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Bidder with lowest value of “A” shall be considered as L1.

ARTICLE 4: DURATION OF CONTRACT

The contract period for providing labour shall be 12 months from date of award of contract. However, based on the performance, company may consider for extension of contact for further 12 months on mutually agreed the terms and conditions.

ARTICLE -5: PRICE BID

- 5.1 Price Bid to be furnished in the prescribed Performa is attached at **Annex-I** of the Tender Documents.
- 5.2 **The rate must be written both in words and figures, in case of variance between the two the figure in words shall prevail. There should be no erasures and or over writings. Corrections, if any, should be made clearly and initialled with date.**
- 5.3 On acceptance of this tender/offer or revised offer or counter offer 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 Registered Office at B-427, Pradhan Marg, Malviya Nagar, Jaipur - 302017 (Rajasthan) in the State of Rajasthan, India hereinafter called the “COMPANY” or “Sambhar Salt Limited” which expression shall unless repugnant to the context or of the meaning thereof be deemed to include the Company’s Lawful successors, administrators and assignees of the one part.

AND,

M/s _____
_____ in the state of _____, hereinafter called the “BIDDER” which shall mean Individual/Firm/Company.

ARTICLE-6 PAYMENT OF EMD ALONG WITH THE TENDER

- 6.1 Bidder should pay earnest money deposit (EMD) amounting to Rs 1,00,000/- **by bank draft** payable at Sambhar Lake in favor of **Sambhar Salts Limited**. The tender without earnest money shall be out rightly rejected.
- 6.2 In case the party fails to deposit the amount within a specified period after acceptance of their tender, revised offer or counter offer in consequences of this tender notice then the earnest money so deposited will stand forfeited to the company.

ARTICLE 7: SECURITY DEPOSIT

The successful Bidder shall submit Rs. 2,50,000 /- as Security Deposit within 7 days of award of contract. Requisite Security Deposit is to be remitted by the Bidder, on awarding the contract by the Company in the form of Demand Draft/FDR/Bank Guarantee of nationalized bank in the name of **Sambhar Salts Limited**. The amount of EMD, so deposited shall be adjusted in Security Deposit.

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

In the event of breach of contract on the part of the bidder 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 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 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.

7.2. **Refund of Security Deposit:**

On satisfactory performance of the contract and on receipt of "No Demand/ New 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.

7.3. **With-holding or forfeiture of Security Deposit :**

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

7.4 **Recovery from Security Deposit :**

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

This Security Deposit shall be refunded on the satisfactory completion of the contract certified by the **GENERAL MANAGER (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 Bidder until such difference and dispute shall have been finally settled or adjusted.

ARTICLE 8: PAYMENT TERMS and PENALTY :-

- 8.1 **PAYMENT TERMS:** Contractor shall submit the bill on the basis of actual quantity of Refined salt (i.e. Industrial and /or Refined Salt) produced on monthly basis and payment shall be released after the due verification by the company within 21 days of submission of bills.
Rates finalised as a result of this tender shall remain firm during the period of contract.

PENALTY

- 8.2 **PENALTY FOR LESS PRODUCTION :** In case the Contractor is not able to achieve the minimum stipulated production then penalty imposed by the, institution with committed supplies on company, shall also be levied on the contractor.
- 8.3 In case of any dispute or penalty imposed on company on committed contracted supply due to quality the same shall be imposed on contractor.
- 8.4 Company may stop the operation of Gudha Salt Refinery by giving notice period of not less than 7 days for any reason whatsoever as deemed fit by the company. If the Gudha Salt Refinery does not run for more than 15 days because of one or more reason for which company is responsible and no such prior notice is also given for stoppage, then company shall pay amount due to the Contractor for 15 days, in proportion to the per month production target fixed by the company.

ARTICLE 9: DIFFERENCES OR DISPUTES

9.1 **Mutual Settlement of Disputes**

- 9.1.1 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.

9.2 **Conciliation**

- 9.2.1 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.
- 9.2.2 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.

9.3 **Arbitration**

- 9.3.1 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.
- 9.3.2 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.
- 9.4 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".
- 9.5 The Arbitrator may from time to time, with the consent of all parties, extend the time in making the award.
- 9.6 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 10: JURISDICTION

Subject to Article 9 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 11: 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 Bidder due to force majeure condition, & both parties mutually agree to further course of action.

ARTICLE 12: RECESSION AND CANCELLATION OF CONTRACT

12.1 If any technical or legal complication arises through statutory agencies or any other reason, during the period of contract, then contract shall be terminated by the company at its discretion by giving 7 days' notice to the Contractor and Contractor shall not claim any damages for such cancellation of contract.

12.2 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 tender 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 Bidder'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 13: NONE SUBLETTING OF CONTRACT

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

ARTICLE 14: DAMAGES UNDER THE CONTRACT:

Loss or Damage to Company's Property

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.

In case during the execution of contract by the bidder any loss or damage occurs to any property of Sambhar Salts Limited, then contract shall be terminated by the company and the amount deposited by the party shall be forfeited. For damaging the company property Civil and Criminal proceedings will be initiated against the Bidder at the discretion of company and loss incurred by the company due to such damages will be recovered from the bidder.

ARTICLE -15: 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 -16: 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 -17: 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 -18: 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-19: 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 20 - 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.

- 20.1 Contractor shall abide by all existing / future labour enactments and rules, regulations, notifications and bye laws of State or Central Government or local authority.
- 20.2 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, the Industrial Disputes Act, 1947, the Industrial Employment Standing Orders Act, 1946, the Minimum Wages 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.
- 20.3 The company shall remain indemnified by the Bidder 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 Contractor themselves from the payment made to them.

ARTICLE 21: DEDUCTION OF TAX, DUTIES ETC.

Applicable taxes, duties, royalties etc. on Production and Purchase of salt thereof, shall be payable by the successful Bidder/Contractor.

ARTICLE 22: 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 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.

Date:
Place:

Signature of the Bidder
Affix Rubber Stamp/Common Seal

<p><u>Sambhar Salts Limited</u> (A Govt. of India Enterprise) CIN : U14220RJ1964GO1001188 Registered Office: B-427, Pradhan Marg, Malviya Nagar, Jaipur-302017 (Raj.) Tel / Fax : 0141-2524093 / 2521998 Unit : Sambhar Lake, Pin- 303 604 Dist. Jaipur (Rajasthan) Phone : 01425-224249; Fax:01425-224244 E mail : sambhar@bsnl.in; ssl.gm-office@indiainsalt.com, purchase@indiainsalt.com</p> <p style="text-align: center;"><u>TECHNICAL BID</u></p>
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Please fill the information in the columns and submit along with your offer.

S.No.	Requirement	Particulars
1	Name of company/Firm	
2	Proprietor/Owner	
3	Address	
4	Phone No. & FAX No.	
5	e.mail ID, if any	
6	TIN No.(Taxpayer's identification Number)	
7	Tender Enquiry No. & Date	
8	Due date of submission	
9	Offer No. & Date	
10	Terms of payment as per Tender documents	Accepted
12	Cost of tender form	DD No. Date Amount Issuing bank
13	EMD is to be remitted in shape of DD in favour of Sambhar Salts Limited, payable at Jaipur	DD No.. Date Amount Issuing bank
14	Validity of offer	90 days from due date
15	Documents for Eligibility Criteria : 1. Balance of Last Three Financial Years Ending March-2015. (Avg. Financial Turnover for last three Financial Years should be minimum Rs. 50 Lacs) 2. Documents Indicating Ownership of Workshop in Dist. Jaipur/Nagaur with 50 Kms of Gudha Salt Refinery. 3. Details of Technical Manpower Employed in Workshop(Minimum 10 No. of Technical Manpower with Requisite Experience should be employed to carry out the repairs of Gudha Salt Refinery).	Enclosed

Signatures of Bidder with Name, Designation & Office Seal

Sambhar Salts Limited

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

Phone : 01425-224249; Fax:01425-224244

E mail : sambhar@bsnl.in; purchase@indiantsalt.com

Website: indiantsalt.com

Price Bid

Name of party-_____

Address:_____

Subject : Engaging of Contractor for Processing of Salt at Gudha Salt Refinery, Gudha Distt. Nagaur (Rajasthan).

S. No	Description	(Rs. Per MT) (In Figures)	(Rs. Per MT) (In Words)
1.	<p>RATES Rs. PER MT inclusive of all applicable taxes as described below:</p> <p>Rates (on PER MT basis) to be submitted for Round the clock Processing of Salt at Gudha Salt Refinery for achieving highest salt processing. The salt processing shall include feeding of raw salt available at GSR store till the final product i.e. Refined Salt (which includes Industrial & Edible Salt) is obtained, packed in suitable packing of 1Kg/50Kg or desired Consumer Packing, including the packing, loading & unloading of packing material and other material received at GSR for packing of salt. Minimum Production of Industrial and edible salt in one month shall be 1500 MT and for the year 18000 MT. Effort shall be made to achieve 48000 MT per year.</p>		

Note:-

1. Eligible Bidder with lowest value of "A" shall be considered as L1.
2. Contractor has to achieve minimum target of 18000 MT quantity in a year and Efforts shall be made to achieve 48000 MT per year.
3. Quantity beyond 18000 MT per Annum shall be produced only after mutual discussions between Contractor and authorised officials of the company.
4. Cost of Electricity, Fuel, spares, and all other consumable used for processing of salt in the refinery shall be borne by the company, however, Contractor will make all efforts to economise the same.
5. The contract period shall be 12 months from date of award of contract. However, based on the performance, company will consider extension of contact for further 12 months on mutually agreed the terms and conditions.
6. Rates submitted by bidder shall remain firm during the period of contract.
7. Applicable taxes, duties, royalties etc. shall be payable by the contractor.
8. After expiry of contract period, under all circumstances labour provided by the contractor shall vacate the site.
9. After expiry of contract period company shall invite fresh offers for next period.
10. Company may seek additional information from the Bidders or shortlisted Bidders in the commercial interest of the Company and to complete the tender process.
11. The bidder should submit details of his past experience .
12. These rates are valid for 90 days from the date of opening of price bid.

Date:
Place:

Signature with seal of Bidder