



## **Tender Documents**

### Tender for Engaging Agency Regarding Manpower for Security

Tender No.	51 Com(Purchase)/2017-18
Tender issue date	03.01.2018
Pre Bid Meeting	08.01.2018 at 11:00 hrs at the office of Chief Manager (C & L), G-229, Sitapura Industrial Area, Jaipur-302022 (Rajasthan)
Last date and time of submission of tender	22.01.2018 at 15:00 hrs at the office of Chief Manager (C & L), G-229, Sitapura Industrial Area, Jaipur-302022 (Rajasthan)
Date of opening of Bids	22.01.2018 at 15:30 hrs at the office of Chief Manager (C & L), G-229, Sitapura Industrial Area, Jaipur-302022 (Rajasthan)
Cost of tender form	Rs.500/- by DD in favour of Hindustan Salts Limited payable at Jaipur
EMD	Rs.50,000/- by DD in favour of Hindustan Salts Limited payable at Jaipur or through NEFT/RTGS
Security Deposit- on awarding the contract	Security deposit shall be @ 5% of contract value to be remitted through DD/FDR/Bank Guarantee of Nationalized Bank, in favour of Hindustan Salts Limited payable at Jaipur. EMD so deposited shall be adjusted in SD.

## **Hindustan Salts Limited**

(A Government of India Enterprise)

**CIN: U14220RJ1958GOI001049**

Registered Office: G-229, Sitapura Industrial Area, Jaipur-302022, (Raj.) Phone No.0141-2771427, FAX No. 0141-2771449

### **Subsidiary: SAMBHAR SALTS LTD**

**CIN: U14220RJ1964GOI001188**

Unit : Sambhar Lake, Pin- 303604, Dist. - Jaipur (Rajasthan) Phone : 01425-22249; Fax : 01425-228244

E-mail: [ssl.gm-office@indiansalt.com](mailto:ssl.gm-office@indiansalt.com) ; Website: [www.indiansalt.com](http://www.indiansalt.com)

# **Hindustan/Sambhar Salts Limited**

(A Govt. of India Enterprise)

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

Phone No.0141-2771427, FAX No. 0141-2771449

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## **I N D E X**

S. No.	Description
	<b>PART-I : Instructions to Bidder</b>
1.	General
2.	Essential Requirements of Tender
3.	Submission of tender
4.	Opening of Tender
5.	Validity of offer
6.	Award of Contract & Visiting Company Website
	<b>PART-II</b>
Article 1	Definitions & Interpretation
Article 2	Price Bid
Article 3	Scope & Schedule of work
Article 4	Tentative requirement of Man Power
Article 5	Payment of EMD along with the tender
Article 6	Security Deposit
Article 7	Opening of Tenders
Article 8	Payment terms & conditions
Article 9	Dispute
Article 10	Jurisdiction
Article 11	Force majeure
Article 12	Recession and cancellation of contract
Article 13	Taxes & Duties, Deduction of Income Tax at source
Article 14	Contract document
Article 15	Non Subletting of Contract
Article 16	Damages Under The Contract
Article 17	Power of Attorney
Article 18	Change in Constitution
Article 19	Notices
Article 20	Canvassing is Prohibited
Article 21	Maintenance of Discipline By Contractor
Article 22	Governing Laws & Right of Indemnity of Company
Article 23	Completeness of Tender
Article-24	Safety of Personnel
Annex I	Scope of work
Annex-II	Tentative Requirement of Man Power
Annex-III	Procedure for submission of tender
Annex-IV	Price Bid
Annex-V	Information to Be Submitted by the Bidder
Annex-VI	Letter for Submitting Bid (On Bidder's Letter Head)

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## **PART-I : INSTRUCTIONS TO BIDDER**

### **1 GENERAL**

- 1.1 The tender should be addressed to the **Chief Manager (Comml. & Logistic.), Hindustan Salts Limited, G-229, Sitapura Industrial Area, Jaipur-302022 (Raj.)**
- 1.2 Any offer or revised offer or counter offers either by the Bidder or by the **Hindustan Salts Limited (HSL/SSL)** made in response to this tender, when accepted **Hindustan Salts Limited (HSL/SSL)** or by the Bidder will constitute a contract between the parties.

### **2. ESSENTIAL REQUIREMENTS OF AGENCY**

- A) The Bidding Agency has been in business for a period of at least last 5 years in Security services. The Agency/firm should be **registered under applicable laws for engaging the Security Personnel viz. Rajasthan Shops & Establishment Act-1958, PASARA ACT,2005** etc. and rules made there under. **The Agency/firm** must fulfil all conditions required under applicable laws and rules including The Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour(Regulation & Abolition) Central Rules, 1971 and **The Contract Labour(Regulation & Abolition) Act, 1970 and Rules therein applicable in the State.**
- B) The bidding Agency must have an experience for providing security Personnel in Central / State Govt. PSU / Government Departments / Reputed Private Company / Organizations during the last five (5) years ending on 31.12.2017 either one costing not less than Rs. 22 lacs per annum.  

OR

  - Two costing not less than Rs.14 Lacs each per annum;

OR

  - Three costing not less than Rs. 11 Lacs each per annum.
- C) The bidding Agency should be having Average annual Financial Turnover during last three Financial Years ending on 31<sup>st</sup> March 2017 not less than Rs. 10 Lacs.

**Documents in support of the above are required to be submitted with the Technical & Commercial Bid. Technical & Commercial Bid.**

### **3. SUBMISSION OF TENDER**

- 3.1 Bidder shall indicate all amounts in figures as well as in words. Where there is any difference between price quoted in figures and words the lowest rates shall be considered. Tender should be free from over writings. The Bidder should attest all corrections and alterations. The work "NOT QUOTED" should be written against items in the schedule for which the Bidder does not wish to quote.
- 3.2 Tender is to be submitted in a sealed envelope in the manner prescribed below:

**ENVELOPE ONE** super scribing "**Technical & Commercial Terms**" containing following documents:-

- a) Duly signed Tender documents in token acceptance of all terms of conditions of tender.
- b) Demand Draft for requisite Earnest Money Deposit (EMD) and Cost of Tender Form.
- c) All other Requisite Documents as mentioned in the Tender.

3.3 **ENVELOPE TWO**, super scribing "Price bid" containing only Annex-IV.

3.4 **Both the sealed covers** (Envelope one & two) should be submitted in one Sealed covers marked.

- a. OFFER FOR -
- b. HSL/SSL'S TENDER NO.
- c. Due date of submission of tender:-

3.5 The Bidder must indicate the type of concern as whether Proprietary, partnership, private or public Limited, Government Enterprise, MNC. In case of the tender submitted by a firm it must be signed by each partner thereof. In the absence of any partner it must be signed on his behalf by partner holding power of Attorney authorizing him to do so.

3.6 In case of Partnership firm a certified copy of Registration certificate of the Firm along with the Deed of Partnership as well as names and particulars of the partners of the Firm as on date shall be enclosed.

3.7 In case of a Company the tender should be executed in the manner as laid down in Company's Article of Association and a Copy of Memorandum of Association and Article of Association Should also be furnished along with the Tender. A copy of the Board Resolution authorizing Secretary / Director to sign and execute this tender should be annexed.

3.8 In case of a Sole Proprietary concern it must be stated that it is a Sole proprietary concern and must be signed by the sole Proprietor of the concern himself or by his Power of Attorney Holder under duly attested power of attorney by a Notary Public.

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

3.10 Tender not submitted in the appropriate prescribed form and not completed in all respects is likely to be rejected.

3.11 Each Bidder should submit a copy of Balance Sheet duly signed by the Chartered Accountant for the year ending 31.3.2017.

3.12 Name and address of the Bankers, the Bank Account Numbers (Including Type of Account Current or others the year since the Account is being operated shall be notified by the Bidder.

3.13 In case, Bidder is registered with NSIC as SSI, a copy of certificate should be enclosed for availing exemption from remitting Earnest Money Deposit and Cost of Tender Document.

3.14 The firms registered as Micro & Small Enterprises (MSEs) should enclose a copy of registration certificate to avail exemption for remitting Earnest Money Deposit & cost of tender form.

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

3.16 Reference List: The Bidder should submit a list in support of their having carried out similar work in the past.

3.17 Each page of the tender documents is required to be signed by the Bidder.

3.18 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 Hindustan Salts Limited may select to withdraw the notification of tender or reject all the Tenders without assigning any reason thereof.

#### **4. OPENING OF TENDER**

- 4.1 Technical bid of the tenders will be opened at the scheduled time/date, in the office of **Chief Manager (Com & Logistic), Hindustan Salts Limited, G-229, Sitapura industrial Area, Jaipur- 302022 (Raj.)** by authorized committee in the presence of Bidders or their representatives who wish to be present. The representatives will have to establish their identity to the satisfaction of the **Hindustan Salts Limited** by producing introductory letter/authority from Bidder otherwise they will not be allowed to attend the tender opening.
- 4.2 **The price bid of all qualified Bidders shall be opened at notified date and date. The price bids shall be opened in the presence of representatives of the qualified Bidders, who wish to be present. Normally one representative per qualified Bidder shall be allowed.**
- 4.3 **Clear understanding:** When a Bidder 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 Bidders did not have a clear idea of and particular point or work or scope of the work.
- 4.4 **Validity of offer:** The rates should be valid for a period of Ninety 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. Award of Contract:**

- 6.1 The **Company** does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
- 6.2 Bidders, which have failed to fulfil earlier contractual obligations, may not be considered.
- 6.3 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 Hindustan Salts Limited and both parties are bound by the terms and conditions as stipulated in the tender documents.
- 6.4 The company reserves the right to cancel any or all offers without assigning any reason whatsoever.
- 6.5 **Bidders are requested to regularly visit company website i.e. [www.indiansalt.com](http://www.indiansalt.com), for updates regarding the tender as any corrigendum regarding the tender enquiry will published on company website only.**

Date:

Signature of the Bidder

Place:

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 OR COUNTER OFFER OR REVISED OFFER ARISING FROM OR INCONSEQUENCE OF THIS TENDER.**

In addition to Part-I (Instruction to Bidders) 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**

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 "Hindustan Salts Limited ", A Company within the meaning of Companies Act, 1956 having its Registered Office at Hindustan Salts Limited (A Govt. of India 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 / BIDDER": shall mean Firm/ Agency submitting offer against the tender.
- 1.3 "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 Bidder shall carry out the work arising out of this tender.
- 1.4 "CONTRACTOR": shall mean the successful bidder who is awarded Contract to perform the work covered under this tender document and shall be deemed to include its lawful successors, executors, representatives or assignees.
- 1.5 "APPROVAL OF COMPANY": shall mean the written approval of the Chairman & Managing Director of the Company or any officer authorized by him.
- 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 "CONTRACT VALUE": Gross Annual amount payable to Contractor inclusive of taxes.

### **ARTICLE 2: PRICE BID**

- 2.1 Price Rates/Bid is to be furnished in the prescribed Performa, which is Annex-IV of the Tender Documents. Bidders are advised to be careful to quote the lowest rates only.
- 2.2 **The rate must be written both in words and figures. There should be no erasures and or over writings. Corrections, if any, should be made clearly and initialled with date. In case if there is variation observed in the rates in between words & figures, the lowest rate shall be considered.**
- 2.3 Rates entered in the contract shall unless specifically stated to the contrary shall cover the cost on delivered basis to the consignee on FOR destination basis/ and also include all fees, duties, taxes, royalties, rents or other expenses whatsoever which the Bidder may have to incur in connection with the carrying out of the contract.

On acceptance of this tender/offer or revised offer or counter offer either by the Bidder or by the Hindustan 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. Hindustan 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 "Hindustan Salts 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 expression shall unless repugnant to the context or the meaning thereof be deemed to include the Bidder's Lawful successors, administrators and assignees of the other part.

The work will be required to be done in accordance with the scope and schedule of work (as given in part II of the tender document).

- 2.4 Bid evaluation :- Bidder should be PQB & Technical responsive & L1 in "Y" column on Price Bid

### **ARTICLE 3: SCOPE AND SCHEDULE OF WORK**

As per Annex-I

### **ARTICLE 4 : TENTATIVE REQUIRMENT OF MANPOWER**

As per Annex-II

### **ARTICLE 5: PAYMENT OF EMD ALONG WITH THE TENDER**

- 5.1 Requisite EMD is required to be remitted by bank draft payable to be drawn in favour of Hindustan Salts Limited, and payable at Jaipur. The tender without earnest money shall be out rightly rejected.
- 5.2 The EMD of those Bidders, whose tenders are not accepted, will be refunded to them after awarding the contract.
- 5.3 In case the party fails to take up the work within a specified period after acceptance of their tender, revised offer or counter offer in consequences of this tender notice then the earnest money so deposited will stand forfeited to the company.

### **ARTICLE 6: SECURITY DEPOSIT (SD)**

- 6.1 Security Deposit @ 5% of contract value is to be remitted on awarding of contract and Earnest Money so deposited shall be adjusted in security deposit and shall be kept with the company for the successful completion of contract. Security deposit can be submitted by DD/FDR/Bank Guarantee of Nationalized bank.
- 6.2 **Interest will not be allowed on EMD/SD:-**  
In the event of breach of contract on the part of the Bidder 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 Bidder and in such event, the Bidder 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 Demand" certificate from the unit, the Security Deposit will be refunded to the Bidder provided that no claim whatsoever against the Bidder is made and nothing is due from the Bidder and that the Bidder has completed the work to the entire satisfaction of the Company.

#### **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 Bidder 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.

6.6 This Security Deposit shall be refunded on the satisfactory completion of the contract satisfactorily. 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 7: OPENING OF TENDERS**

Technical bids of the tenders will be opened on notified date/time. The tender, in whom any of the prescribed conditions are not fulfilled, is liable to be rejected. The Company reserves the right to accept any tender/or to reject any or all the tenders received without assigning any reason.

### **ARTICLE 8: PAYMENT TERMS AND CONDITIONS**

The contractor shall submit monthly bill along with the attendance sheet to individual circle/office for the deployed manpower, and duly certified by circle in charge, to the Head of P&A Section of Corporate Office/ S mbhar unit, as the case may be, and after verification by P&A head, the payment shall be released to the contractor within 21 days from the date of receipt bill and acceptance of report as per work order.

### **ARTICLE 9 : DISPUTE**

#### **9.1 Mutual Settlement of Disputes:**

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**

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.

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 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/Hindustan 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.
- 9.3.3** 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”.
- 9.3.4** 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.
- 9.3.5** 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 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 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 12: RECESSION AND CANCELLATION OF CONTRACT**

In case the Bidder fails to complete the contract as stipulated in the contract or any revision thereof and if the company apprehends the performance to be below average then the Company reserves the right to rescind the contract and recover from the said contractor the loss, if any incurred by the Company in doing so a part from his liability under clauses of the contract.

#### **12.1 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 13: TAXES & DUTIES DEDUCTION OF INCOME-TAX AT SOURCE:**

GST on Service Charges of Contractor shall be paid extra as applicable on date of submission of bill. Income Tax as applicable shall be deducted at source as per applicable rules of Govt. of India.

#### **ARTICLE 14: CONTRACT DOCUMENT**

A contract arising of acceptance of this tender or in consequence of this tender, the company and the Bidder, 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 15: NON-SUBLETTING OF CONTRACT**

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

#### **ARTICLE 16: DAMAGES UNDER THE CONTRACT:**

- 16.1 The Contractor shall carryout 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.
- 16.2 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.
- 16.3 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 17: 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 18: CHANGE IN CONSTITUTION**

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 - 19: 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 - 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 Bidded 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 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 Wages Act.1936, Industrial Disputes Act, 1947, Industrial Employment Standing Orders Act, 1946, Minimum Wages 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 amended 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.
- 22.3 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 23: COMPLETENESS OF TENDER**

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

## **ARTICLE 24: SAFETY OF PERSONNELS**

- 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 project 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 assignment.

Date:

Signature of the Bidder

Place:

Affix Rubber Stamp/Common Seal

# **Hindustan/Sambhar Salts Limited**

(A Govt. of India Enterprise)

Reg. Office Corporate Office: G-229, Sitapura Industrial Area, Jaipur-302022

(Raj.) Phone No.0141-2771427, FAX No. 0141-2771449

Email: [purchase@indiansalt.com](mailto:purchase@indiansalt.com) website: [www.indiansalt.com](http://www.indiansalt.com)

HSL CIN: U14220RJ1958GOI001049: SSL CIN: U14220RJ1964GOI001188

Annex-I

## **SCOPE OF WORK**

Sub:- **Tender For Engaging Agency Regarding Manpower for Security at HSL & SSL**

1. The Agency/firm should be **registered under applicable laws for engaging the Security Personnel** viz. Rajasthan Shops & Establishment Act- 1958,PASARA ACT,2005 etc. and rules made thereunder .
2. **The Agency/firm** must fulfil all conditions required under applicable laws and rules including The Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 and **The Contract Labour(Regulation & Abolition) Act, 1970. And Rules therein applicable in the State.**
3. The Agency/firm shall be governed by the applicable laws of India and interpretations in accordance with such laws.
4. HSL/SSL is not responsible for any dispute of manpower engaged, and the manpower so provided shall not be in any way will be employee of HSL/SSL.
5. The Agency/firm will submit a certificate regarding Income Tax paid for the last financial year.
6. **Duration of Contract:** The contract will be for one year from date of award of contract in the first instance. However, the contract can be extended on the same terms & conditions subject to satisfactory performance for another one year.
7. The Agency/firm shall be responsible for all injuries and accidents to persons engaged by him. The workmen shall be insured against personal accidents arising out of and during the course of their duties by the Agency
8. In the event of injury, illness or mis-happening to any worker engaged by Agency, HSL/SSL will not be liable to pay any compensation. The insurance cover provided by Agency shall include the liability under the Workmen's Compensation Act.
9. All workmen engaged by the Agency, shall wear proper uniform & protective means like (helmet/Safety Shoes/Gloves) as & when required at duty place provided by the Agency. All such arrangements shall be made by the Agency himself, failing which company may arrange required items & recover the cost along with penalty from the Agency. Uniform as prescribed by the HSL/SSL with name plate to be provided by the Agency, and on inspection, if it is found that any workman engaged by the contractor is not in prescribed uniform on duty, wages of that day to that workman would not be paid.
10. If contractor remains failure in engaging Ex-serviceman as Security Guard then the deployed Security Guard shall be treated as Un-skilled labour and payment disbursed accordingly.
11. The manpower engaged through Agency/firm shall in no case be paid by Agency less than the minimum mandatory rates per month in accordance with the Minimum Wages fixed by Government of Rajasthan or as approved by HSL/SSL and a record of that should be kept in a register, which may be made available for examination to HSL/SSL as and when demanded.

12. Wages as approved by HSL/SSL or Minimum Wages as applicable in state of Rajasthan, EPF, ESI, Bonus etc. including all statutory wages as applicable for the respective category shall be paid to the manpower engaged directly by the Company and Agency will authorize the company for the same, however only Service Charges including taxes as applicable shall be payable to Agency.
13. The Agency/firm shall not appoint any sub company/agency to carry out any obligation under the contract.
14. The Agency/firm shall maintain a daily attendance register including the number and names of the workers engaged in the office for assignment as per scope of the contract.
15. The Agency/firm shall maintain a complaint book, which should be made available in his Camp Office and reported matter shall be brought to the notice of Head of P&A Section at Corporate Office or Sambhar unit as the case may be.
16. The Agency shall abide by all the law of land including Labour Laws (PF, Income Tax, Service Tax or any other extra taxes levied by the Government) Companies Act, TAX deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the contractor and it shall not involve HSL/SSL in any way whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.
17. If either party of the contract wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least 60 days failing which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement till the new contract is assigned to the other party.
18. If the contractor repeatedly violates the terms and conditions of the contract or fails to supply required number of skilled/semi-skilled/unskilled manpower despite HSL/SSL having served him proper notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.
19. The Agency/firm **shall have to submit certificate from Income Tax Officer of tax exemption** otherwise income tax at the rate as applicable as per Income Tax Rules shall be deducted at source.
20. The Agency/firm **shall submit a copy labour license obtained from the Labour Commissioner along with tender.**
21. If case of any damage or loss caused to HSL/SSL's property by the manpower engaged, the same shall be charged from the Agency/firm. **It must be ensured by the Agency/firm by submitting an affidavit on non-judicial paper of Rs. 500/- (Rs. hundred) stating therein that he will bear the loss out of his own pocket.**
22. The loss caused to HSL/SSL on account of negligence/dereliction of duties by the engaged manpower / employees of the Agency/firm, shall be established after a joint inquiry comprising the representatives of HSL/SSL and Agency/firm, and HSL/SSL shall be within its right to make it good from the Agency/firm.
23. In case of Security Supervisor/Security Guard duty hours will be 12 hours per day, whereas for other it would be 8 hours per day from 8.00 hrs to 17.00 Hrs with lunch break of one hour. However the timing may be declared at the discretion of HSL/SSL from time to time, as per requirement of work. In case of urgency/ emergency, the labour can be deployed beyond normal duty hours, which shall be compensated through compensatory leave. However, for the job assignment on plants, the suitable timing will be fixed according to need.

24. The required strength of manpower under various categories is indicative only. However the deployment shall be as per actual requirement to be decided in consultation with the Agency/firm and any increase/decrease in the actual deployed strength shall increase/reduce the payment to be made proportionately.
25. The Agency/firm shall maintain all necessary registers and display notices as per mandatory requirement under the law of land.
26. The Highly skilled/skilled/semi-skilled /unskilled manpower presently working in HSL/SSL on contract basis may also be engaged by the Agency/firm as per his own terms and conditions and with the existing individual EPF account number.
27. In case of disputes for non-payment of wages to the engaged manpower or any other disputes, the payment due to the Agency/firm can be withheld till settlement of the disputes by HSL/SSL or on the orders of the court of law.
28. The manpower engaged by the contractor should be good behaved and should maintain discipline at the work place. Any complaint is reported, against any worker, engaged by the Agency, about indiscipline/insubordination/non-compliance of instructions given by the company's officials, should immediately be removed from the work place, debarring him for future deployment in company and Agency shall arrange the replacement immediately.
29. All bills of for manpower engaged shall be submitted by the Agency with Challan and return.

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Annex-II

## **TANTATIVE REQUIREMENT OF MANPOWER**

Presently the following personals are required to be deployed at various locations. However company may increase and ask the Contractor to provide the labours/staff for other work also looking to exigency of work.

<b>S. No.</b>	<b>Type of Manpower</b>	<b>Number</b>	<b>Classification according to the skill</b>	<b>Minimum qualification</b>
<b>A. SAMBHAR UNIT :</b>				
1	Security Guard (civilian)	20	Unskilled	8th Pass
2	Security Supervisor (civilian)	1	Skilled	12th
<b>B.CORPORATE OFFICE :</b>				
1	Security Guard (civilian)	2	Skilled	8th Pass

The Bidder / Bidder should employ men/women aged between 18 – 58 (preferably below 55), who have good health and clean conduct record.

Requirement of above personnel is only indicative and actual requirement shall vary from time to time. The duty hours would be for 8 per day.

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**Annex-III**

## **PROCEDURE FOR SUBMISSION OF TENDER**

### **Submission of tender :-**

- A. **Technical Proposal:** The following documents/instruments are to be submitted in Technical proposal.
- Earnest Money Deposit of Rs. 50,000/-
  - Letter as per Annex-VI
  - Experience Certificate as per Tender
  - Terms & conditions duly signed by contractor on each page of tender document
  - If the tender is submitted, on downloaded form, then Bank Draft for Rs.500/- in favour of, Hindustan Salts Limited payable at Jaipur should be attached
  - Attested copy of PAN, for deduction of Income-tax source
  - Attested copy of Service Tax Registration.
  - Attested copy of ESIC and other statutory registrations
  - Attested copy of Registration under Shop Act/PWD Registration/Labour/manpower supply license/others issued by the competent authority, are enclosed.
  - All other requisite document as mentioned in tender documents.
- B. **Financial Proposal:**
- The financial bid shall be submitted separately in sealed envelope in prescribed format of Price Bid (Annex. IV)
  - Unsealed financial bids will be rejected summarily, the firm should bear in mind that service charges in terms of percentage over monthly wages will be predominant criteria for allotment of work.
- C. **Submission of Tenders**
- The technical and financial bids should be sealed in two different envelopes and Both the sealed covers (Envelope one & two) should be submitted in one Sealed covers marked.
- OFFER FOR -
  - HSL/SSL'S TENDER NO.
  - Due date of submission of tender
- D. **Important Dates for Submission of Proposal:**
- Last date for submission of tender is 22 Jan, 2018 up to 15.00 hrs. and to be submitted at, G-229, Sitapura Industrial Area, Jaipur -302022 (Raj.)
  - Date of opening of Tender : 22 Jan, 2018 at 15.30 Hrs.

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**Annex-IV**

## PRICE BID

Name of Party \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_ Email ID \_\_\_\_\_

### **Subject: Tender For Engaging Agency Regarding Manpower for Security**

As per terms & condition of tender, we offer, service charge Per Person Per Head, as under:-

#### Tender for Outsourcing of Security Services

Sl. No.	Designation of the category	A	B	C	D	E	F	G	H	I	J	K
		Minimum salary on monthly basis /per employee	Other Allow. If any	Gross salary	EPF (Employers Cont. )	EPF (Employees Cont. )	Sub- total ( C+D+E)	Material cost towards uniform & Liveries etc. per employee per month	Service / Management/ Administrative charges in % ( mentioned in amount Rs)	Total cost per person (F+G+H)	No.'s of Persons required	Total cost ( K= I X J )
1.	Security Guard ( Civilian)- Unskilled for Sambhar Unit										20	
2.	Security Supervisor ( Civilian)- Skilled for Sambhar Unit										01	
3	Security Guard- Civilian )- Skilled for Corporate Office , Jaipur										02	
Cumulative total Rs												
As per Govt. norms GST @.....%.												
Grand total amount including GST in Rs												
Grand total amount including GST (In words)												
(For bid evaluation)												

- 1) Bids submitted in contravention of the statutory norms shall be rejected.
- 2) The Minimum salary quoted in the column A shall not be less than minimum wages, if any, notified by the Govt. of Rajasthan for the desired qualification/classification for the post.
- 3) The EPF (Employer share) shall be quoted as per the applicable provisions of the Employees' Provident Fund Scheme,
- 4) The ESIC (Employer share) shall be quoted as per the applicable provisions of the Employees' State Insurance Act, 1948.
- 5) Bonus part of the payment shall be reimbursed as per the government norms after submission of proof of credit in the bank account of the employee.
- 6) The consolidated cost per month shall be taken into consideration for determining the price bid as per tender document.
- 7) No overwriting will be accepted.
- 8) All calculations (Multiplication/addition) in this Annexure is the responsibility of the bidding agency. No representation on account of wrong calculation will be accepted.
- 9) The duty hours would be for 8 hours per day.
- 10) Present requirement is given in Annex-II but the same is indicative and actual requirement may vary from time to time.
- 11) Wages as approved by HSL/SSL or Minimum Wages as applicable in state of Rajasthan, EPF, ESI, Bonus etc. including all statutory wages as applicable for the respective category shall be paid to the manpower engaged directly by the Agency .
- 12) Due wages shall be paid to the deployed manpower by 7<sup>th</sup> of each month.
- 13) Bidder undertake to abide the terms & condition of tender.

Signatures of Bidder with Name,  
Designation & Office Seal

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Annex-V

## **INFORMATION TO BE SUBMITTED BY BIDDEER**

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 of Registered Office	
4	Phone No. & FAX No.	
5	Email ID, if any	
6	Tender Enquiry No. & Date	
7	Due date of submission	
8	Offer No. & Date	
9	Banker of Company/Firm/Agency with full Address	
10	PAN/GIR No (attach attested copy)	
11	GST Registration No. (Attach attested copy)	
12	EPF Registration No. (Attach attested copy)	
13	ESI Registration No.(Attach attested copy)	
14	Labour License issued under clause 25(1) of The Contract Labour (Regulation & Abolition) Central Rules, 1971	
15	Past experience- enclose copy of certificate to establish that firm is having experience of three years.	
16	Terms of payment- Payment against monthly bill shall be released within 15 days from the date of receipt and certifications.	
17	Cost of tender documents amounting to Rs.500/- to be submitted along with tender by DD in favour of Hindustan Salts Limited payable at Jaipur.	DD No.----- Date----- Issuing bank-----
18	EMD amounting to Rs.50,000/- to be submitted along with tender by DD in favour of Hindustan Salts Limited, payable at Jaipur.	DD No.----- Date----- Issuing bank-----
19	Validity of offer	90 days from due date
20	Other Documents as mentioned in Tender	

Signatures of Bidder with Name,  
Designation & Office Seal

**LETTER FOR SUBMITTING BID (ON BIDDER'S LETTER HEAD)**

To,

The Chief Manager (C&L)  
Hindustan Salts Limited,  
G-229, Sitapura Industrial Area,  
Jaipur-302022

Dear Sir,

We, the undersigned, offer to provide the Highly Skilled, Skilled, Semi- Skilled and Unskilled Manpower for one year from date of award of Contract in accordance with your Tender dated 01.01.2018. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

The prices quoted by us in the Financial Proposal will remain valid for ninety days for acceptance, from the date of opening of tender. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any Competitor.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that Hindustan Salts Limited (HSL/SSL) is not bound to accept the lowest or any proposal or to give any reason for award, of for the rejection of any proposal.

Thanking you,

Yours faithfully

(Signature/Name of Authorized  
Seal of Firm with  
Registration number signatory  
/Stamp of firm)