



REVISED TENDER DOCUMENT

TENDER FOR APPOINTMENT OF AN “AGENCY” FOR SUPPLY OF SALT TO CENTRAL/ STATE /GOVERNMENT INSTITUTIONS/ PUBLIC SECTOR UNITS/PRIVATE PARTIES ETC.

Tender No.	48(Com)Purchase/2018-19
Tender issue date (Revised)	15.02.2019
Place of Pre-Bid Meeting	22.02.2019 at 11.00 AM at office HOD (Marketing), Sambhar Salts Ltd., G-229, Sitapura Industrial Area, Jaipur
Extended Last date of submission of tender	01.03.2019 till 15.00 Hrs.
Extended Date and time of opening of Bids	01.03.2019 at 15.30 Hrs.
Place of Submission & Opening of Bids	Office of Deputy General Manager (C & L), Sambhar Salts Ltd., G-229, Sitapura Industrial Area, Jaipur
EMD	₹ 1,00,000/-
Mode of payment of Cost of Tender Document & EMD	Either by Demand Draft drawn in favour of Sambhar Salts Ltd. and payable at Jaipur or through RTGS / NEFT

Sambhar Salts Limited

(A Government Enterprise)

CIN: U14220RJ1964GOI001188

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

Phone: 01412771879 Fax: 01412771449

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

E-mail: marketing@indiansalt.com; purchase@indiansalt.com

Website: www.indiansalt.com

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Part - I

1. INTRODUCTION :

Sambhar Salts Ltd is a subsidiary company of Hindustan Salts Limited (Govt. of India Enterprise) and having its registered office at Jaipur. Sambhar Salts Limited is having large production area at Sambhar Lake /Gudha /Nawa and is premier manufacturer of industrial and edible salt. Company intends to engage capable parties as **Agency for the sale of salt to the Central/ State /Govt. Institutions/ Public Sector Units / Private Parties.**

2. SUBMISSION OF TENDER :

Parties are required to submit tender by due date in sealed envelope at the following address:

**Deputy General Manager (Comml. & Logistics),
Sambhar Salts Limited,
G-229, Sitapura Industrial Area, Jaipur-302022**

Following documents are required to be submitted with the tender:

- a) Duly signed Tender Document in token of acceptance of all Tender Terms and conditions.
- b) Details of Past Experience and Documents in support of financial status as mentioned in clause 3 of Part II i.e. Bid Evaluation Criteria.
- c) Price Bid duly filled and signed as per Performa at Annex 5
- d) Prescribed Earnest Money Deposit

3. OPENING OF OFFER

- 3.1 Bids shall be opened at notified date & time at the office of Deputy General Manager (Commercial & Logistics), Sambhar Salts Limited, G-229, Sitapura Industrial Area, Distt. Jaipur (Raj.)-302022 by authorised Committee, in the presence of Bidders, so present.
- 3.2 In case notified date for submission/opening of bids happens to be holiday then date for submission and opening of bids will be automatically extended till next working day. Time for submission and opening of bids on next working day will remain same as notified in tender.
- 3.3 Clear understanding: When a Bidder submits Offer 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.

4. 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 Offer and rate or the withdrawal of 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 Earnest Money Deposit of the Bidder.

5. 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.

6. AWARD OF CONTRACT:

- 6.1 Bidders, which have failed to fulfil earlier contractual obligations, shall not be considered.
- 6.2 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 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.
- 6.3 **The company reserves the right to cancel tender without assigning any reason whatsoever.**

7. 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:

Signature of the Bidder

Place:

Affix Rubber Stamp/Common Seal

Part II

1 DEFINITIONS AND INTERPRETATION

Wherever used in this contract and / or in any of the Annex hereto, unless the context shall otherwise require, the following terms shall have the following meanings.-

- 1.1 "COMPANY" :shall mean "Sambhar Salts Limited" or "SSL", A Company within the meaning of Companies Act,1956 having its Registered Office at Sambhar Salts Limited (A Government Enterprise), G-229, Sitapura Industrial Area, Jaipur-302022, (Rajasthan) India and shall include its lawful successors and assignees.
- 1.2 "BIDDER": shall mean either Individual/Firm/Company (Public or Private) submitting the tender against this tender notice.
- 1.3 "CONTRACT": shall mean the Terms and Conditions as per this tender Document Part-I & Part- II and SUBSEQUENT CORRIGENDUMS ISSUED BY COMPANY AND AMENDMENTS THERETO(if any) agreed in writing by the parties hereto on the basis of which the successful Bidder shall execute the contract.
- 1.4 "AGENCY" 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 person authorized by him.

2 SCOPE OF WORK:

Sambhar Salts Limited is having large production area at Sambhar Lake /Gudha /Nawa and is premier manufacturer of industrial and edible salt. Company intends to engage capable parties as "**Agency**" for the sale of salt to the Central/ State /Govt. Institutions/ Public Sector Units / Private Parties.

The salt can be supplied by Company from its own resource located at Sambhar / Gudha / Nawa, PSP Plant, Salt Refineries Located at Nawa & Gudha in District Nagaur (Rajasthan) etc. or supply of salt can be outsourced from third party depending upon the feasibility/ profitability and permitted in terms of supply of salt of the Buyer (Govt. / Private).

Preference for supply of salt shall be evaluated by the Agency in the order mentioned below :

2(A) Entire Salt supply by company i.e. Sambhar Salts Limited.

2(B) Partial supply by company and remaining through outsource from third party.

2(C) Entire Salt supply shall be outsourced from Third party.

Note: The feasible/ permissible option for supply of salt as per terms and conditions of customer (i.e. tender issued by Central/ State /Govt. Institutions/ Public Sector Units / Private Party /MoU or Contract or supply order of Customer etc.) from any of the above options (i.e. 2(A)/2(B)/2(C)) shall be executed by Agency for supply of salt to the customer.

2.1 General Scope of Work for Agency applicable to both 2(A),2(B) and 2(C)

- 2.1.1 Bidder shall participate in the tenders invited by Central/ State /Govt. Institutions/ Public Sector Units on behalf of the Company. Bidders are also allowed to take orders from Private Parties, however customers / buyers which are presently procuring salt from the company directly or through Dealers / Distributors / Consignee Selling Agents appointed by

company as on date of award of tender, are outside the scope of this tender and Agency will not allowed to approach them without the permission from SSL.

- 2.1.2 All the requisite formalities for the period covered under this tender i.e. vendor registration of SSL with prospective customer (if required), purchase/ arrangement of tender documents from prospective customer, preparation of tender/ offer, filling of tender, submission of tender / offer to prospective customer etc. shall be in the scope of the Agency
- 2.1.3 All cost and manpower associated with the activities mentioned in above clause 2.1.2 of this part shall be in the scope of the Agency finalised through this tender.
- 2.1.4 Submission of Cost of Tender, Earnest Money Deposit and Security Deposit to final customer / buyer in the tendering/ Offer submission process/during execution of contract shall be in the scope of Agency.
- 2.1.5 The amount like Earnest Money Deposit / Security Deposit etc. which has been deposited by Agency for participation / execution of tender/ supply order of buyer/customer shall be refunded to the Agency within three days of receipt of same from the customer. In case of deduction of any amount by the customer, which is attributable to Agency as per terms of this tender, then remaining amount after deduction will only be refunded to Agency.
- 2.1.6 After the award of tender all the requisite formalities i.e. obtaining supply order, follow up for the payment collection etc. are in the scope of Agency.
- 2.1.7 The transportation of salt from Sambhar Salts Limited premises/refineries/plant to the destination including all requisite documentation shall be in the scope of Agency. Agency shall ensure transportation of salt as per statutory requirements. Transit insurance of supplied salt are in scope of Agency.
- 2.1.8 Agency shall be responsible for the loss of salt(if any) during the transportation and unloading of material at buyers site. Penalty (if any) due to delay in supply of material / loss of material attributable to transportation and unloading of material at buyers site shall be applicable on Agency only.
- 2.1.8.1 Agency shall be free to quote the final rates (Per MT/ Per Kg/ Lump-sum etc.) in tender / offer on the basis desired by the customer (i.e. FOR/ on Delivered basis etc.).
- 2.1.9 If the Govt./ Private Procuring body (i.e. customer) specifies certain other formalities/procedures, the same shall be totally in the scope of the Agency only. All the other works which are not specifically mentioned but required for completion of work are in the scope of Agency.
- 2.1.10 Taxes (if any) applicable on Salt and Premium/Commission Amount paid to SSL during the contract period shall be in the scope of Agency. If any new taxes are introduced on any future date shall also be in the scope of Agency. All type taxes applicable during the supply of salt including taxes on transportation, entry tax, octroi etc. shall be in the scope of Agency. Therefore agency may submit the rates in tender / offer of Govt. / Private customer accordingly.
- 2.1.11 After successful delivery of each consignment of salt to the buyer, Agency will submit the bill with delivery / buyer receipt to SSL, for payment of their dues related with that consignment. SSL shall release the Payment to Agency within seven working days of receipt of payment from the buyer (Govt. / Private). Such payment will be released after adjusting Premium/Commission amount of SSL. In case of delay in payment to Agency beyond seven days for reasons attributable to SSL, then SSL shall be liable to pay prevailing bank interest on the delayed period beyond seven working days.

- 2.1.12 Agency shall submit the bills of applicable difference amount for release of payment to the Agency by SSL. The value of (Basic Salt Rate + Taxes (if any applicable on salt rate) + Bill raised by Agency including Taxes + Premium/Commission Amount including taxes to SSL) must not be more than the value of bill raised by SSL to the customer / buyer.
- 2.1.13 Agency shall inform to customer through letter/ email/fax at each stage beginning from tendering/ offer submission / arranging third party/ finalising third party /committing quantity to be supplied in the govt. tender / supplied to private party/ fixing schedule of supply from SSL/third party/ date &time of inspection/placing vehicle for dispatch/ successful delivery etc. In case of any issue/ objection by SSL at any stage, SSL shall immediately inform to the Agency (not later than one working day from date of receipt of information from Agency) regarding their issue/ objection. Agency then has to clarify the company regarding the issue / objection and only on the mutual agreement of SSL and Agency further progress will be made.

2.2 General Scope of Work of Company (ie. SSL) applicable to 2(A), 2(B) and 2 (C)

- 2.2.1 SSL will provide all the necessary documents as per the requirement for participation in tender / submission of offer.
- 2.2.2 Company shall be free to reject the proposal of Agency for participation in govt. tender/ submission of offer to Govt./Private customer, if proposal is not found feasible/ profitable or company is so bound by the existing commitments, that new orders cannot be processed.
- 2.2.3 Quantity of salt including schedule of supply to be committed shall be mutually agreed and jointly decided by SSL & Agency.
- 2.2.4 Company shall recover the cost of material loss attributable to the transportation and unloading of material at Buyers site from Agency.
- 2.2.5 In case of established regular supply orders of salt, SSL will open the Escrow Account for remittance of payment to the Agency subject to the approval of competent authority if desired by the Agency.

2.3 SCOPE OF SSL/AGENCY IN CASE OF ABOVE CLAUSE 2(A) i.e. ENTIRE SALT SUPPLY BY COMPANY :-

- (a). Company shall supply salt from its own resources at Sambhar /Gudha / Nawa / Salt Refineries Located at Nawa & Gudha in District Nagaur (Rajasthan) etc. in the requisite packing of company /Govt. Department as provided by Agency. BIS number printed on packing material shall be of SSL.
- (b) SSL shall supply the quantity and quality of salt as per the standard specifications and the Certificate of Analysis (COA) shall be supplied by company with every dispatch of consignment. SSL shall also provide third party inspection, if so desired by Agency before dispatch of consignment to ensure desire quality & quantity at its own cost. Thereafter Agency will ensure no rejection of salt at buyers site and penalty if any imposed by buyer on account of quantity and quality shall be in The charges for the inspection shall be in accounts of the company.
- (c) Production, Packing, loading and Quality (Standard Quality offered by SSL) of salt are in scope of SSL. Company shall provide the salt in its standard packing, however in case any other type of packing material is required for supply of salt to Govt. / Private customer then cost for arranging and supply of requisite Packaging materials i.e. Master Packing of 50 Kg/ 25 Kg bags and 1Kg/ 0.5 Kg packet including Design of Packet of salt are in the scope of Agency. Accordingly rates shall be applicable including packing material / exclusive of packing material based on the supply made. Packet of salt shall be designed keeping in

view of all statutory guidelines. In case of any violation during designing of packet of salt, agency shall be held liable for the same and penalty applicable on company (if any) shall be recovered from Agency.

- (d). **In this case, Agency is liable to pay, Ex-Works rate of salt on Rs./ MT basis. In addition to the basic rates Premium/Commission including all applicable taxes as per the outcome of this tender i.e. Percentage of FOR delivered rate of salt on Rs./ MT finalised with the customer (Govt./ Private) to which salt is supplied.** Company shall inform the Agency about the basic rate of salt from time to time or depending upon feasibility/ profitability of proposal, basic Ex. Works rate of salt applicable for a particular customer can also be finalised on mutually agreed basis. These basic rates shall be considered by the Agency for formulating the final rates to be quoted in tender/ offer to customer.
- (e). Agency shall pay 100 % advance payment for value of salt (Ex. Works) before lifting of salt for the salt supplied to Govt./ Private customer.

2.4 SCOPE OF SSL/ AGENCY IN CASE OF ABOVE CLAUSE 2(B) i.e. PARTIAL SUPPLY BY COMPANY AND REMAINING THROUGH OUTSOURCE FROM THIRD PARTY :

In case SSL is not able to supply the required quantity of salt, then in order to meet the requirement of Govt./ Private customer Agency shall be allowed to procure the salt from outside supplier with the information to SSL, if permitted in terms of contract of the Buyer following the rules & norms to which the salt is supplied. BIS number shall of the manufacturer, from where the salt supply is outsourced. SSL is not responsible for any quality issue while procurement made outside SSL and all the conditions as mentioned in clause 2.5 and sub-clauses shall be applicable.

2.5 SCOPE OF SSL/ AGENCY IN CASE OF ABOVE CLAUSE 2(B) i.e. ENTIRE SALT SUPPLY OUTSOURCE FROM THIRD PARTY :

- (a). Entire Salt supply shall be outsourced from third party depending upon the feasibility/ profitability and permitted in terms of supply of salt of the Buyer (Govt. / Private).
- (b). For the purpose, Agency will be allowed to outsource the salt supply from the suitable salt manufacturers who is eligible and capable to produce required quantity and quality of salt. Transportation including loading / unloading of the salt in requisite packing material from such manufacturers to the buyer shall be in the scope of Agency
- (c). Cost for Designing and arranging of packing material i.e. Master Packing of 50 Kg/ 25 Kg bags and 1Kg/ 0.5 Kg packet including designing of packet of salt shall be in scope of Agency. Packet of salt shall be designed keeping in view of all statutory guidelines. In case of any violation during designing of packet of salt, agency shall be held liable for the same and penalty applicable on company (if any) shall be recovered from Agency. In this case BIS number printed on the packing material shall be of the salt manufacturer in whose premises salt has been manufactured. Quality of salt shall be randomly checked by the SSL, however SSL shall not be responsible for the quantity / quality of salt supplied to the buyer.
- (d) Penalty imposed by buyer of whatsoever any kind shall be in scope of Agency only.
- (e). In this case, Agency shall be free to quote the Rs./ MT to the Buyer, however shall be liable to pay SSL, Premium/Commission amount on total quantity of salt supplied including all applicable taxes as per the outcome of this tender i.e. Percentage of FOR delivered rate of salt on Rs./ MT finalised with the customer (Govt./ Private) to which salt is supplied.

- (f). Payment shall be made to Agency after adjusting the Premium/Commission amount of SSL, within 7 days on receipt of payment from the customer .

2.6 SAMBHAR SALTS LIMITED- PRODUCTS:

Company will offer best quality manufactured salt. Before approaching any buyer, Agency may collect the specifications, Brand, Design, Quantity, Quality, Markings, Destinations, MRP etc. and relevant technical information of the products. Presently company manufactures **Refined Free Flow Iodized Salt (ISI standard) in consumer packing of 1 Kg along with master packing of 50 Kgs/25 Kgs** in the brand name of “SS Salt”, “Sambhar Salt”, “Bharat Salt” and other salt products. The present product list with price is placed at APPENDIX-I. In future updated Price list with products shall be provided to successful bidder from time to time.

2.7 LOADING and DELIVERY:

SSL shall take care of Loading of salt in the vehicles at its own premises only and in case material is arranged from third party then loading shall be in scope of agency.

The delivery of material shall be affected as early as possible depending upon the availability of salt. Company shall make all efforts to adhere to agreed delivery schedule.

2.8 TRANSPORTATION:

Arrangement of transportation of salt from SSL/ Third Party from where salt is arranged shall be scope of Agency ONLY.

3 BID EVALUATION CRITERIA :

Authorised Agency shall quote the Rates to customer (Government / Private) =

Prevailing Basic Price of salt as per Price List issued by SSL from time to time / Basic Price of salt Mutually Agreed by SSL & Agency/ Basic Price of salt arranged by Agency from third party + Transportation Cost + Any other expenses + Premium/Commission Paid to SSL (finalised as a result of this tender)+Taxes applicable (if any).

The party submitting highest Premium/Commission Paid to SSL (i.e. % of the Final Rates Quoted in Govt. Tender) shall be considered as H-1.

Company will examine the past experience and financial status of the bidder before issuing the Letter of Award therefore parties are requested to following details along with tender:

- a) Past experience during last five years ended on 31st Dec. 2018.
- b) Agency should have the positive net worth.
- c) Agency should submit copies of Income Tax Returns for the Assessment Years (For last three years)

4 DURATION OF CONTRACT:

The agreement shall initially be for a period of three year commencing from date of issue of Letter of Award. The same can be further extended on satisfactory performance. The performance of Agency shall be evaluated every six months, based on the amount of

revenue earned by company. In case of unsatisfactory performance of this agreement company will have the right to set aside this agreement after giving 30 days' notice to the buyer and the outstanding dues of the company shall be recovered from security deposit available with the company.

5. RATES TO BE SUBMITTED TO CUSTOMER (GOVERNMENT / PRIVATE):

Agency shall be free to quote the final rate of salt supply to the customer (Government / Private) without disclosing the same to SSL, however **in case of salt supply(full/ partial) by SSL**, Agency shall either consider the basic prevailing rates of salt as notified by the company from time to time or take the approval of basic rates from SSL before submission of final rates to the customer. In case of outsource of salt supply from third party (partial / full), for the quantity of salt which is outsource from third party no approval of rates is required.

In case of salt supply(full/ partial) by SSL, Premium/Commission on final rates finalised as a result of this tender + taxes applicable on Premium/Commission shall be payable to SSL in addition to basic rates .

Further in case of outsource of salt supply from third party (partial / full), for the quantity of salt which is outsource from third party only Premium/Commission on final rates finalised as a result of this tender + taxes applicable on Premium/Commission shall be payable to SSL .

6. PAYMENT OF EMD ALONG WITH THE TENDER

6.1 Bidder should pay earnest money deposit (EMD) amounting to Rs.1,00,000/- (Rs. One Lakh Only) **by bank draft** payable at Jaipur / RTGS / NEFT in favour of **Sambhar Salts Limited**. The tender without earnest money shall be out rightly rejected.

6.2 In case the H1 party withdraws its offer within the validity period or fails to take up the work within specified period after acceptance of their tender, revised offer or counter offer in consequence of this tender notice then the Earnest Money so deposited by the party will stand forfeited to the company

7. PERFORMANCE SECURITY DEPOSIT

7.1 Successful Bidder is required to deposit **₹ 5,00,000/- (Rupees Five Lakhs Only) for appointment as "Authorised Agency"** in form of Demand Draft / NEFT/RTGS /FDR in favour of Sambhar Salts Limited payable at Jaipur and shall be kept with the company for the due performance of the contract. This performance security will be refunded upon issue of certificate for satisfactory performance by Head of Department () and completion of contract period. This Security Deposit will bear no interest.

7.2 Refund of Security Deposit

After of expiry of period as prescribe above in Clause 7.1, satisfactory performance of the contract and on receipt of "No Demand/ No Dues" certificate from the **General Manager (Works)**, the Security Deposit will be refunded to the Authorised Agency provided that no claim whatsoever against the Authorised Agency is made and nothing is due from the Authorised Agency and that the Authorised Agency 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 Authorised Agency 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 **HOD(MARKETING), SAMBHAR SALTS LIMITED**, 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.

8. **CERTIFICATION OF QUALITY:**

Company shall only be responsible for the quality of the salt manufactured within the Company and for the weight in the packing material packed within the company. Company shall not be responsible for the quality / quantity / packing of salt not manufactured within the company.

9. **PENALTY**

Penalty imposed by respective Buyer(Govt./ Private) for reasons attributable scope of work related to SSL shall in scope of company. All the other types of penalty imposed by respective buyer (Govt./ Private) are in the scope of Agency.

10. **DIFFERENCES OR DISPUTES**

10.1 **MUTUAL SETTLEMENT OF DISPUTES**

Except where otherwise provided for in the agreement, 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.

10.2 **CONCILIATION**

10.2.1 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.

10.2.2 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.

10.3 **ARBITRATION:**

10.3.1 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, Sambhar/Sambhar Salts Limited. There shall be no objection by the " Agency" 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, Sambhar/

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 agreement. Such persons shall be entitled to proceed with reference from the stages at which it was left incomplete by his predecessor.

- 10.3.2** 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.
- 10.3.3** 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 “ Agency” shall be responsible for the loss of work /production or delays and any loss sustained by Company due to such actions by the “ Agency”, shall be made good by the “ Agency”.
- 10.3.4** The Arbitrator may from time to time, with the consent of all parties, extend the time in making the award.
- 10.3.5** The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at Jaipur (Rajasthan) or at such other place or places as the Arbitrator may so decide.

11. JURISDICTION

All actions under law or suits arising out of or in connection with this agreement 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.

12. FORCE MAJEURE

In case either of parties fail, to full fill, in time, then, respective obligation of agreement 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 Party due to force majeure condition, & both parties mutually agree to further course of action.

13. RECESSION AND CANCELLATION OF AGREEMENT

- 13.1** If any legal complication arises through statutory agencies or any other reason during the period of agreement then agreement shall be terminated by the company at its discretion by giving thirty days' notice to the Agency and Agency shall not claim any damages for such cancellation of agreement.
- 13.2** If Company finds, at any stage during the execution of the tender, that the Agency's performance is non-satisfactory, Company may give warning notice regarding non-performance. After giving the warning notice, if still the performance remains non-satisfactory then the Company may cancel the contract its discretion and the performance security so deposited shall be forfeited.

14 NON-SUBLETTING OF CONTRACT

The Agency is barred from any sub-letting/sub-allocation of contract of any nature.

15. TAXES & DUTIES ETC.

Applicable Taxes/GST, duties etc., shall be in account of the Agency.

16. TAX DEDUCTION AT SOURCE

Tax deduction at source shall be governed as per prevailing rules.

14. DAMAGES UNDER THE CONTRACT**Loss or Damage to Company's Property:**

The Agency shall carry out the work without damage and/or interference to any other work, machines or equipment and property of the company or other Authorised Agencies of company in area, adjacent to the Agency'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.

18. 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.

19. CHANGE IN CONSTITUTION

On the death or retirement of any partner of the successful bidder/Authorised Agency before complete performance of the contract, the Sambhar Salts Limited may at his option cancel the contract and in such case the Authorised Agency shall have no claim whatsoever to be compensated by Sambhar Salts Limited without prejudice to any of rights or remedies under this contract. If Authorised Agency 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 Authorised Agency.

20. NOTICES

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

21. 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/Authorised Agency, 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 Authorised Agency under this or any other Contracts. Any question or disputes as to whether the Authorised Agency 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.

22. MAINTENANCE OF DISCIPLINE BY THE AUTHORISED AGENCY

The Authorised Agency shall be liable to comply with covenants of contract and tender documents. The company expected the Authorised Agency 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 Authorised Agency, his employees or his labour, the company shall have the right to terminate the agreement.

23. GOVERNING LAW S AND RIGHT OF INDEMNITY OF THE COMPANY

The Authorised Agency 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.

- 23.1 Authorised Agency shall abide by all existing / future labour enactments and rules, regulations, notifications and bye laws of State or Central Government or local authority.
- 23.2 The Authorised Agency 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 Authorised Agency shall indemnify the company for the penalties on account of breach of any of the conditions, there under.
- 23.3 The company shall remain indemnified by the Bidder against any claim arising under the payment of W ages Act, or the payment of Bonus, C.P. Fund or Gratuity of Compensation Act arising during the pendency of the contract. All such claims will be met with by the Authorised Agency themselves from the payment made to them.

24. CONTR ACT DOCUMENT

A contract arising on acceptance of this tender or in consequence of this tender, the company and the Authorised Agency, 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.

25. COMPLETENESS OF TENDER

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

26. SAFETY OF PERSONNEL

- 26.1 The Authorised Agency shall cover all personnel deputed for production under appropriate insurance scheme. Authorised Agency shall be responsible to cover all the manpower provided by him for Construction / Installation / Operation and maintenance of plant(s) including all ancillary operations like stacking, loading / unloading of material etc. under appropriate Insurance Scheme, so that all claims due to damages, accidents etc. (if any), shall be covered in the said scheme.
- 26.2 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 Authorised Agency.
- 26.3 The Authorised Agency has to agree to indemnify the company from any or all claims for damages that may result during the execution of Contract by the Authorised Agency.
- 26.4 The Authorised Agency shall provide all safety gears and livery to its workmen to ensure their safety and protection from injuries during the execution of works.

All the terms & conditions are accepted

For & on behalf of _____

ANNEX-1

COST OF BID DOCUMENT AND BID SECURITY (EMD) DECLARATION

Tender Enquiry No.: **Due for opening on:**

Name of the tender:

Cost of bid document and Bid Security (EMD) as required by this Tender Enquiry No: _____) are being submitted in the form of RTGS/NEFT/ Demand Draft/ pay order in original favouring Sambhar Salts Limited payable at Kharaghoda and duly discharged in his favour in advance.

Cost of bid document

Details of Demand Draft/Pay order attached:

DD No.: _____ Dated : _____

Drawn on (Bank): _____

Amount: _____

Details of RTGS/NEFT: _____

Bid Security (EMD)

Details of Demand Draft/Pay order attached:

No.: _____ Dated : _____

Drawn on (Bank): _____

Amount: _____

Details of RTGS/NEFT: _____

Signature of the Bidder

Name & Address with stamp

ANNEX-2**GENERAL INFORMATION OF THE BIDDER**

Tender Enquiry No:		
Due for Opening on	:	
1.	Name & Address of Bidder with Contact No. :	
2.	Permanent Income Tax A/c No. of the bidder :	
3.	Details of the Banker of the Bidder:	
i)	Name of Bank:	
ii)	Address of the Branch:	
iii)	Phone No.:	
iv)	RTGS/IFS Code No.:	
v)	Bank A/c No.:	
vi)	Type of A/c:	
vii)	MCIR code:	

4. Business Name and constitution of the Bidder firm. Also state if the firm is registered under
i) The Indian Companies Act, 1956
ii) The Indian Partnership Act, 1932
iii) Any act, if not, who are the owners. (Please give full Names and Address)
5. Whether the Bidder firm is/ are
i) Manufacturer / Authorised Agency / Manpower agency
ii) Manufacturer's Authorized agent

Note: In case of being Manufacturer's Agent, enclose a copy of latest Manufacturer's

6. For partnership firms state whether they are registered or not registered under Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further:-
(i) Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the Partner who has signed the tender.
(ii) If the answer to (i) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.
7. State whether business dealing with you has been banned by any Central/ State Government Organization? If so, give details.

Signature of witness

Signature of Bidder

Full Name and Address of Witness

Name & Address with stamp

INCOME TAX RETURN & PAN NUMBER

Tender Enquiry No:..... Due for opening on:

Name of the Bidder:

Copies of IT Returns, PAN Number, GST Registration as required by this Tender Enquiry are being submitted along with this tender as per details given below.

Sl. No.	Description	Remarks
i.	Copies of Income Tax Returns for the Assessment Years (For last three years)	
ii.	Copy of Permanent Account Number	
iii.	Copy of GST Registration number	

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

UNDERTAKING ON NON-JUDICIAL STAMP PAPER OF RS. 500/-

(Only from successful bidder required)

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 tender document.
2. I/ we do hereby offer for “**Appointment of agency for supply of salt to central/ state /govt. institutions/ public sector units/ private parties**” at the prices and rates mentioned in the price bid.
3. I/we have quoted rates /percentage of service charges exclusive of all statutory taxes, charges & compliances i.e. EPF, ESI, etc. as applicable.
4. I/ we agree to abide by my/our offer for a period of 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

SAMBHAR SALTS LIMITED (A Government Enterprise)
CIN: U14220RJ1964GOI001188 Registered Office: G-229, Sitapura Industrial Area, Pin- 302022 Jaipur (Rajasthan) Phone: 01412771879 Fax: 01412771449 Unit : Sambhar Lake, Pin-303604, Dist.- Jaipur (Rajasthan) Email id : marketing@indiansalt.com ; purchase@indiansalt.com Website: www.indiansalt.com

PRICE BID

Name of party:

Address:

Contact No. :

Subject: Appointment of Agency for sale of salt to Govt. Departments.

S. No.	Description	PERCENTAGE	
		In Figures	In Words
(1)	Premium/Commission to be Paid to SSL (i.e. % of the Final Rates per unit Quoted to Government /Public Sector Unit/Private Customer by the Agency)		

Notes :


- 1) The Premium/Commission mentioned in above Price Bid shall be paid to SSL in addition to Basic Price of Salt in Case of Clause 2(a) of Part II of tender wherein salt is supplied by SSL.
- 2) In case of Clause 2(b) of Part II of tender wherein salt is arranged from third party, only the above Premium/Commission shall be payable to SSL.
- 3) All taxes and duties whatsoever of any kind payable on Basic Rates of Salt and Premium/Commission payable to SSL shall be in scope of Agency.
- 4) All taxes and duties whatsoever of any kind payable on Transportation, Final Rates of Salt quoted to customer (Government/Private) shall be in scope of Agency.
- 5) Bid Evaluation Criteria :
The party submitting highest Premium/Commission Paid to SSL (i.e. % of the Final Rates per unit Quoted to Government Customer/Public Sector Unit/Private Customer) shall be considered as H-1.
- 6) These offers shall be for 90 days from the date of opening of tender.
- 7) Any Taxes imposed by the Authorities in during the contract, shall be in the scope of Agency.

Signature & Seal of the party

Place:-

Dated:-

APPENDIX-I

	SAMBHAR SALTS LIMITED (A Govt. Enterprise) Sambhar Lake CIN : U14220RJ1964GOI001188
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No. 10-Sales/2012-13/Part-I/

Dated: 13.02.2019

- :: C I R C U L A R :: -

This is to notify for general information of all the Salt Traders that the Revision of Prevailing Selling Price of salt **w.e.f. 13.02.2019** as under : -

S.No	Kind of Salt	Rates PMT
1	Kyar Salt at Nawa on Ex-heap basis	Rs.1000/-
2	Kyar Salt at Nawa on Ex-heap basis For 2000 MT Monthly Basis, Till the stock last. First cum first serv basis. (Applicable For New Authority)	Rs. 975/-
3	Kyar Salt SBR on Ex-Heap Basis(CS No.2 & 4)	Rs. 1250/-
4	Kyar/ Pan Salt Sambhar Lake on Ex-Heap Basis (C.S. No. 5) Old	Rs. 800/-
5	Kyar/ Pan Salt Sambhar Lake on Ex-Heap Basis (C.S. No. 5) New	Rs. 1000/-
6	Kyar/ Restha Salt from Sambhar (C.S.No. 3, 6, 7 & 7-MLK & 8-MLK)	Rs. 1000/-
7	Kyar Salt from Sambhar 08-K/2015-16/	Rs. 650/-
8	Kyar/ Restha Salt Sambhar Lake on Ex-Heap Basis (C.S. No. 7) (Old)	Rs. 700/-
9	Kyar/ Restha Salt from GSR on Ex- Heap (Prod. Of 2009 to 2012)	Rs. 250/-
10	Kyar/ Restha Salt from GSR on Ex- Heap (Production of 16-17 & 17-18)	Rs. 750/-
11	Pan Salt Sambhar Lake on Ex-Heap Basis (C.S. No. 4)	Rs. 750/-
12	Upgraded Salt on Ex- Heap basis Sambhar Lake	Rs. 1100/-
13	Upgraded Salt in Party own Bags (upto Loading & Filling Charge) SBR	Rs. 1225/-
14	Upgraded Salt duly packed in 50 Kgs. Bags Un-Laminated Bags upto Loading	Rs. 1465/-
15	Upgraded Crushed Salt in 50 Kg Pkg. on Ex-PSP duly loaded into trucksRs. 360/- in New Bag	Rs. 1580/-
16	Refined Salt (Iodised) Ex-GSR/ Super washed Salt (Iodised) Ex-PSP in 50 Kgs packing duly loaded (Retail)	Rs. 2400/-
17	Refined Salt (Industrial) Ex-NSR & GSR & Superwash Salt Ex-PSP in 50 Kgs packing duly loaded (Retail) (Volume Discount Not-Applicable)	Rs. 2100/-
18	Refined Salt(Industrial) Ex-NSR & GSR/ Superwash Salt Ex-PSP in 50 Kgs packing duly loaded into the Trucks. Minimum Order Qty. to be liftup 1000 MT on First-Cum-First Serv Basis (VD Not-Applicable). Till the Stock Last.	Rs. 2000/-
19	Fine Powder Industrial/ Iodised(Dust) in 50 Kg pkg. Ex-GSR/ PSP/ NSR duly loaded into trucks (On First come First Serve Basis, the Payment Deposited)	Rs. 1450/-
20	Over Size Retention in 50 Kg. Ex-PSP/ Ex-GSR / Ex-NSR duly loaded	Rs. 1400/-
21	1 Kg. Refined Iodised Sambhar Salt(Dola Maru)-Ex-GSR/ Superwash Iodised Salt(Bharat Salt)-Ex-PSP in 50 Kg Packed duly loaded into trucks	Rs. 3700/-
22	1 Kg. Refined Iodised Sambhar Salt(Dolo Maru)- Ex-GSR/ Superwash Iodised Salt(Bharat Salt)-Ex-PSP in 25 Kg Packed duly loaded into trucks	Rs. 3800/-
23	Sub-Standard Waste Salt Ex-Pan	Rs. 450/-
24	Residual Salt on Ex-Heap Basis PSP/GSR/NSR	Rs. 350/-
25	1 Kg. PP Iodised SS Salt-Ex-NSR in 50 Kg Packed duly loaded into trucks	Rs. 4500/-
26	1 Kg. PP Iodised SS Salt-Ex-NSR in 25 Kg Packed duly loaded into trucks	Rs. 4600/-

Note :- 1. The above Rates liable to change as per the Fluctuation in the Market Rates.

2- Salt Despatches on prevailing Price will be applicable. **Prices are valid Subject to availability of stock.**

M/s

Sd/-
Chief Manager (Marketing & Commercial)