

PACL: PUR:/2018/SALT TRPN/
M/s

Dated: 16.11.2018

Sub : Press Tender for transportation of 40000 MT Industrial Salt Malvia, Shikarpur and Vandia

Dear Sirs,

We have released press tender for transportation of 40000 MT Industrial Salt (Washery Grade) in the Times of India and Kutch Mitra (Chandigarh/Bhuj Edition). The last date for submission of E.tender is 03.12.2018. A copy of tender document is enclosed.

As per the terms and conditions of tender document, EMD of Rs.2,00,000/- in the form of D/D in favour of M/s Punjab Alkalies & Chemicals Ltd payable at Chandigarh shall be required to be enclosed along with your offer.

It may be noted that tender will be submitted in two (2) in two separate format named as below:

Format-1: Shall contain Technical Bid complete in all respect including qualifying data/EMD, Technical proposal and commercial terms and conditions with caption **“Non Financial Bid”**

Format-2: Shall contain Price Bid and marked **“Financial Bid”**

Any bid not accompany with EMD may be rejected by PACL.

You are requested to **submit your offer through e-tender**, complete in all respect along with EMD, at our website <https://etender.procuretiger.com> **on or before 3.12.2018 upto 5.00 PM. Reverse auction will be on 04.12.2018 at 2.30PM to 3.00PM**

It may please be noted that all the pages of the tender document shall be signed as acceptance and return it along with offer.

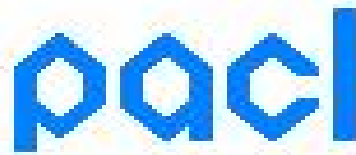
Thanking you,

Yours faithfully,
For PUNJAB ALKALIES & CHEMICALS LTD.

(Purchase Department)

Encl : As above

TENDER
FOR
TRANSPORTATION OF SALT
(WASHERY GRADE)



PUNJAB ALKALIES & CHEMICALS
LIMITED

SCO 125-127, SECTOR 17-B,
CHANDIGARH-160 017
Email: mpsrana@punjabalkalies.com

DISCLAIMER

1. This Tender document is not an agreement or offer by the Punjab Alkalies & Chemicals Limited to the prospective Bidders or any other party. The purpose of this Tender document is to provide interested parties with information to assist the formulation of their Bid.
2. While this Tender document has been prepared in good faith, neither the Punjab Alkalies & Chemicals Limited or its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this Tender document.
3. Neither the Punjab Alkalies & Chemicals Limited, its employees will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender document, any matter deemed to form part of this Tender document, the award for supply of power, the information supplied by or on behalf of Procurer/ Authorized Representative or its employees, or otherwise arising in any way from the selection process for the said supply of power.

SECTION -1

1.1 INTRODUCTION

PUNJAB ALKALIES & CHEMICALS LIMITED ("PACL" or "the Company") is a Public Limited Company formed under the Companies Act, 1956. It was promoted by the Punjab State Industrial Development Corporation Limited (PSIDC), a wholly owned Punjab Government Company. The Company's registered office is located at Chandigarh.

PACL is one of the largest manufacturers of caustic soda (NaOH) in the Northern part of India with an installed capacity of 99000 Tons Per Annum (TPA). The Company is engaged in the manufacture and sale of Caustic Soda Lye, Liquid Chlorine, Hydrochloric Acid, Sodium Hypochlorite and Hydrogen Gas. The Company's plant is located at Naya Nangal, District Ropar, Punjab.

PACL has two manufacturing units viz. Unit-I & II, both located at Nangal-Una Road, Naya Nangal, District, Ropar, Punjab. Both the Units are engaged in manufacture of Caustic Soda, Liquid Chlorine, Hydrochloric Acid and other products such as Sodium Hypochlorite and Hydrogen. Unit -I & II have a capacity of 100 TPD and 200 TPD respectively.

PACL is a continuous process unit and total requirement of Salt (Washery Grade) of PACL for one year is about 1,80,000 MT.

PACL has decided to invites bids from Reputed transporter for transportation of 40,000 MT Salt (Washery Grade) by road at competitive rates.

1.2 BIDDING PROCESS:

Punjab Alkalies & Chemicals Limited seeks to qualify and select Successful Bidder for transportation of Washery Grade Salt as aforesaid through this bidding process. For the purpose of selection of the Successful Bidder, Bidders shall be required to submit EMD and both Non-Financial Bid and Financial Bid simultaneously in a single stage bidding process as per the procedure laid down in this Tender document. Bidders who meet the Qualifying Requirements and other terms and conditions as specified in Tender Document and submit its bid as per procedure laid down in this Tender Document will be Qualified Bidders and the Financial Bids of all such Qualified Bidders shall be opened and evaluated for the purpose of selection of Successful Bidder(s).

This bidding process is being carried out as mentioned in the Tender document,

1.3 **Submission of Bids**

The bid document is available online on our website <https://etender.procuretiger.com> which can be downloaded by the interested bidders.

To access PACL e-Tender, interested bidder need to have a Class-II/III Digital Signature Certificate (DSC) for Signing & Encryption (Required both digital signature certificate: Signing & Encryption) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.

MINIMUM REQUIREMENT: (Mandatory)

- Computer with good Internet Connection.
- Operating System should be Windows Vista / Windows 7 and above.
- Web Browsers: Internet Explorer 9.0 (32-bit Browser only) & above

Helpline Numbers:

+91 79 40270507 / 555 / 596 / 532
support@abcprocure.com

1.5 **LAST DATE FOR SUBMISSION OF BID**

Bidders should submit their bid by 3.12.2018, 5.00 PM on the at the specified address in the manner as mentioned in the tender documents.

1.6 **VALIDITY OF BID**

Bid shall be valid for a period of 90 days from the last date of submission of bid. In exceptional circumstances, PACL may request Bidders to extend the Validity Period of the bid for a specified additional period, which shall not exceed 180 days. The request and the responses thereto shall be made in writing by post or email.

1.7 **MINIMUM QUANTITY ACCEPTED:**

Bidder shall submit its bid for transportation of Salt by road minimum quantity of 10,000 to 15000 MT per month as mentioned in the Tender Document. Bid submitted for transportation of Salt less than 10,000 MT quantity shall not be considered. In case of refusal by the bidder to transport the quantity as desired by PACL, the bid of the said bidder shall be rejected.

**TENDER DOCUMENTS FOR TRANSPORTATION OF SALT FROM
GANDHIDHAM Salt Malyia, Shikarpur and Vandia
AREA (GUJARAT) TO NAYA NANGAL,
DISTT. ROPAR (PUNJAB)**

I N D E X

1. GENERAL TERMS & CONDITIONS

2. SPECIAL TERMS & CONDITIONS

GENERAL TERMS & CONDITIONS

1. Rs. 2,00,000/- (Rs. Two lacs only) EMD refundable will be deposited alongwith the bid in the form of Demand Draft in favour of “**PUNJAB ALKALIES & CHEMICALS LIMITED**”, payable at Chandigarh. Offers shall be considered invalid without Earnest Money.
2. Rs. 10,00,000/- (Rs. Ten lacs only) shall be deposited either by Demand Draft or in the form of Bank Guarantee as Security immediately after receipt of Work Order by the successful bidder for the successful execution of work. Earnest Money deposited alongwith the bid shall be adjusted in the security amount.
3. All the Tender documents have to be submitted duly signed on each page. In case of any deviation required, it should be given on separate sheet attached with tender documents and duly signed. In case, no deviation sheet attached, it will be presumed that bidder has accepted all the terms & conditions.
4. GENERAL:
 - a) Income Tax shall be deducted at source as applicable.
 - b) Transporter will mention PAN No. on top while submitting the bill failing which no payment will be released.
 - c) GST as applicable will be reimbursed by PACL on providing proof of the Registration and deposition of the same.
5. The contract shall be governed by the laws of Govt. of India enforce from time to time and shall be deemed to have been concluded in the Union Territory of Chandigarh. All suits and proceedings shall be subject to jurisdiction of the Courts at Chandigarh only.
6. The transporter shall not stop work in case of any dispute unless the nature of dispute is such that further progress of work has been rendered impossible. Unilateral stoppage of

work by the contractor shall be considered as a breach of contract and PACL reserves the right to take such action as it may deem fit keeping its interest as paramount. In the vent of the transporter failing to fulfill the obligations under the contract, PACL shall have the right to get the work done at the contract's risk and cost without prejudice to any of its other rights under the contract.

7. Bidders shall submit their complete tenders in two seprate/Formate each bearing superscripts as given below:

Part I – General and Special terms & conditions – EMD Amount in form of Demand Draft (separate envelope duly sealed) to be sent to PACL

Part II – Commercial Bid specifically mentioned as "Price Bid".

8. The Company shall not be responsible for any death, injury or loss whether to the contractor or its representatives, agents, servants, or the property of the contractor or any third party resulting from any accident or any other causes during the transportation of Company's products.
9. The Contractor shall ensure due compliance of all the Central and State Legislation, ordinances, Rules, regulations and Notifications etc. as applicable from time to time (including all the above laws) during the currency of the Work Order and shall be solely responsible for the breaches of the same and also for any payment of taxes, duties, levies, penalties, etc. there under present or future.
10. The Contractor will ensure and will be solely responsible for the safe delivery of the goods in original packing and without any transshipment enroute. The Contractor will have to make good to the Company any loss due to negligence on its part or due to failure in taking proper care and prompt action or in exercising due vigilance in transporting the goods. The contractor shall provide sufficient packing, lashing and covering whenever necessary for the safety of the goods.
11. The contractor will be responsible if any vehicle carrying the Company's goods causes damage, loss to public/private person(s) or property on account of accident or any other reason and the Contractor alone shall bear all the consequences arising thee from. It shall be responsibility of the contractor to ensure that all trucks taking material shall keep and carry appropriate safety equipments.
12. The Company shall not be responsible for any damage or compensation payable in consequence of any accident or injury to any of the contractor personnel. The Contractor shall ensure at its cost against such eventuality and policy taken, positively prior to commencement of the contractor's work.

13. Arbitration:

In all cases of dispute or disagreement between the parties hereto as to any matter arising out of or relating to this Work Order whether such dispute or disagreement shall arise during the continuance of this Work Order regarding interpretation of this Work Order or any clause or clauses thereof or upon or after the termination hereof and provided no understanding between the parties can be reached for the settlement of the difference such dispute or

difference shall be referred to the sole arbitration of the Managing Director of Punjab Alkalies & Chemicals Ltd. or any other Officer appointed by him on his behalf, in accordance with the provisions of Arbitration and Conciliation Act,1996 or any Statutory modifications or substitute thereof and all the provisions of that Act, so far as are applicable or of any of them for the time being in force shall apply to every reference hereunder.

The award given by such Arbitrator shall be final, conclusive and binding upon the parties to this Work Order. The Arbitrator may from time to time, with the consent of parties, enlarge the time for making or publishing the award. The arbitration proceedings shall be held at Chandigarh.

Notwithstanding any pending reference to arbitration both parties shall proceed with the execution of their commitments, under the Work Order until the arbitration award is known unless the question of such continuance is a subject matter of such proceedings.

SPECIAL CONDITIONS OF CONTRACT

1. The approx. quantity of Salt will be 10000 to 15000 MT per month.
2. The Work Order for transporting the Salt will be for a period of three-four month.
3. Transporter shall lift the Salt from the different salt works in Gujarat i.e. Maliya, Vavana, versamedi, Vandia, Lavanpur, Navlakhi, Shikarpur, Chirai, Gandhidham and Jogninar area etc. as per our schedule.
4. The transporter will be responsible for any shortage of salt during the transit. The payment for shortage will be deducted as per the order rate.
5. No price variation shall be accepted on account of any fluctuation in open market prices of labour, lubricants, tyres and Toll Tax etc.
6. The sub-contract of the work partly or wholly will not be permissible without prior approval of PACL.
7. The prices and other terms & conditions of tender shall remain valid for three to four month from the submission of offer.
8. The quantities given are tentative and may vary to any extent during the course of execution. The rate quoted however, shall remain firm for any variation in quantities.
9. Transporter will ensure minimum stock of 5000 MT Salt at our Plant at any point of time. In case stock level comes below 5000 MT, PACL will have the option to lift salt directly as per market rate at the transporter's risk and cost.
10. Transporter have the option to transport salt by truck/containers but the freight will be upto PACL premises.

11. If the work is not completed, PACL reserves the right to terminate the Work Order after giving warning and get it done from alternate source at your risk and cost.
12. 100% payment will be released through RTGS next day from the receipt of salt at our works.
13. The transporter should have fleet of trucks to ensure regular transportation of salt.
14. The trucks should meet with the requirements of the Regional Transport Authority and should comply with all the provisions of Motor Vehicle Acts, Central and State Govt. Acts and Rules & Regulations and other Regulations and Notifications of the Govt.
15. We reserve the right to award the work to any individual party or may split it.

NOTICE INVITING TENDER

E/tenders are invited from the reputed transporters to transport Industrial Salt by road from Malyia/Shikarpur/Vandia/Vavania/ Gandhidham /Chirai or nearby loading points (Gujarat) as per details given in Tender Documents and to deliver Salt at PACL's Site, Naya Nangal, Distt. Ropar (Punjab). Tender documents may be collected from Purchase Department or down-load from our Website. Last date of submission of tender shall be 3.12.2018, Reverse auction date is 4.12.2018, 2.00PM to 2.30PM.

EXECUTIVEDIRECTOR (MTRLS & PROJ)