

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

Dated: 13.10.2018

Sub : Press Tender for supply of 40000 MT Industrial Salt

Dear Sirs,

We have released press tender for supply of 40000 MT Industrial Salt (Washery Grade) on EX Salt works basis in the Kutch Mitra News paper (Bhuj Edition). The last date for submission of tender is 26.10.2018. 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 alongwith 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, 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 **26.10.2018 upto 5.00 PM.**

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

The supply validity of Tender shall be 30.01.2019.

You are requested to quote rate of loose salt and conversion charges by Rail. Delivery of salt to be start immediately.

Thanking you,

Yours faithfully,
For PUNJAB ALKALIES & CHEMICALS LTD.

(Purchase Department)

Encl : As above

TENDER
FOR
PROCUREMENT 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 Salt Suppliers for supply of 40,000 MT Salt (Washery Grade) on Ex salt works basis at competitive rates.

1.2 BIDDING PROCESS:

Punjab Alkalies & Chemicals Limited seeks to qualify and select Successful Bidder for supply 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, according to which the Bidder is free to choose any source for Salt. Further, all Bidders shall indicate the source of Salt from where the Contracted Salt quantity would be supplied.

1.4 **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

1.4 EARNEST MONEY DEPOSIT (EMD)

Each bidder shall deposit an EMD of Rs. 2.00 Lacs (Rupees Two Lacs only) in form of Bank Demand Draft in favour of Punjab Alkalies & Chemicals Limited, payable at Chandigarh. The EMD shall be refundable after completion of the bidding process.

1.5 **LAST DATE FOR SUBMISSION OF BID**

Bidders should submit their bid within 14 days from the date of publication of the tender notice i.e. up to 5.00 hours IST on the 26.10.2018 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 supply of minimum quantity of 20,000 MT Salt as per specification mentioned in the Tender Document. Bid submitted for supply of Salt less than 20,000 MT quantity shall not be considered. However, PACL shall have right to ask the bidder to supply the total quantity of Salt as per tender document or part of it even the bidder has quoted for supply of 20,000 MT of Salt. In case of refusal by the bidder to supply the quantity as desired by PACL, the bid of the said bidder shall be rejected.

SECTION-2

The bidder shall supply the Washery Grade Salt to PACL strictly as per the specification mentioned below:

1. SPECIFICATIONS FOR WASHERY SALT

S.No.	Characteristics	Requirement on dry basis	Acceptance level on dry basis

1.	NaCl % by weight min.	98.50	98.00
2.	Sulphate as (SO ₄)% by Wt. Max	0.24	0.32
3.	Insoluble in water % by Wt. Max	0.20	0.25
4.	Calcium salt as (Ca) % Wt. Max	0.08	0.10
5.	Magnesium salt as (Mg) % by Wt.	0.04	0.06
6.	Iron as (Fe) ppm max	20	20
7.	Heavy metals like Vanadium, Molybdenum, Cobalt, Strontium, Chromium, Titanium	Nil	Nil

Note :

1. Ratio of Ca to Mg contents should be preferably 2.0 but not less than 1.5.
2. You should guarantee that the salt shall conform to our required specifications stated above and the impurities shall not exceed in any event the maximum limits of acceptance, which are stated parallelly above.
3. The sampling and analysis will be done as per ISI specifications for Marine Salt.
4. Salt should be uniodised industrial salt. No edible salt will be acceptable.

2. MOISTURE CONTENT :

Salt should not contain moisture in excess of 2.5% of the weight of undried material. However, in the consignment of salt containing moisture beyond 2.5% but less than and equal to 5%, weight loss on account of excess moisture beyond 2.5% shall be recovered. Salt containing moisture more than 5% shall be rejected.

During Monsoon period i.e. from 15th June to 15th September (subject to rain occurring at originating point or enroute or destination point during shifting), moisture content shall be allowed up to 5%. However, in the consignment of salt containing moisture beyond 5%, during monsoon period, weight loss on account of excess moisture beyond 5% shall be recovered from the supplier.

3. PROCEDURE FOR SAMPLING AND ANALYSIS

A) SALT RECEIVED BY TRUCKS:

Salt trucks reporting at the factory gate are taken inside the plant premises for salt unloading purpose. The salt trucks after weighment are taken to salt unloading area. For collecting salt samples from trucks, the top cover, side window and back cover are opened and the salt sample is drawn from all the three sides from different places and the salt samples so collected are mixed to make one representative sample of the particular truck from which the sample is collected. Representative salt samples is collected for each truck as stated above under the supervision of Lab Chemists. All trucks received from a single party during the day is to be considered as a single lot. Samples so taken from individual trucks of one party is mixed together and an average sample is prepared by "Quadrant & Cone Method". The sample so prepared is divided into two portions, one portion is analyzed and the balance sample is preserved for 30 days. 2nd portion of the sample is sent to purchase department.

Supplier may depute his representative to be present at the time of sampling. In such cases, the representative sample is divided into three parts.

One part is sealed & handed over to the supplier's representative. Second part is analyzed in the PACL Lab, and analysis report is forwarded to the supplier and the rest of the sample of second part is kept sealed by the Company for 30 days, as a reference sample and the third portion is sent to purchase department.

B. SALT RECEIVED BY RAIL:

Salt received in railway wagon are taken to PACL railway siding. Salt bags are unloaded subsequently. Salt sample from each wagon is collected. Salt received in one rake is considered as a single lot. After unloading of salt bags from the wagons the bags are piled up wagon wise on the railway siding platform. Salt samples are collected atleast from 10 number of bags at random from each wagon. Samples collected at random from each wagon are approx. 100gm which amounts to roughly one kg for all ten bags are mixed homogeneously to form a representative sample of that wagon. Samples so collected from eight wagons are well mixed and one composite sample is prepared by taking equal samples from one rake consisting of 58 wagons. One representative sample from 7 such sample is again prepared by collecting 50 gm each from all 1 to 58 wagons by "Quadrant & Cone Method" as explained in BIS specifications. In this way nine sample will be ready for testing purpose. The sample so prepared is divided into two portions, one portion is analyzed and the balance quantity is preserved for 30 days. 2nd portion of the sample is sent to Purchase Department as a reference sample.

Supplier may depute their representative to be present at the time of sampling. In such cases, all the representative sample is divided into three parts.

One part is sealed and handed over to the suppliers representative, second part is analyzed in the PACL lab and analysis report is forwarded to the supplier and the rest of the sample of second part is kept sealed by the company for 30 days, as a reference sample and the 3rd portion is sent to Purchase Department.

4. PENALTY

Marine salt required by us should have the minimum specifications as stated in clause 1 column 3 above. The salt samples will be taken from the delivered quantities as per procedures laid down in clause 3. In case, any of these specifications differ from the standard specifications stated in clause 1 column 3 above, then penalty will be calculated on the basis of following formula.

- a) For every 0.1% increase of sulphate content as SO₄, penalty @ Rs.9.68 MT per 0.1% of SO₄.
- b) For every 0.01% increase of Magnesium content as Mg, penalty @ Rs.3.63 PMT per 0.01% of Mg.
- c) For every 0.01% increase of calcium content as Ca, penalty @ Rs.1.57 PMT per 0.01% of Ca.
- d) For every 0.1% increase of insolubles, penalty @ Rs.1.21 PMT for 0.1% of insolubles.

Penalty shall be applicable proportionately on the above basis. Calculations for penalty will be done only on analytical results obtained from our Lab at our factory and shall be binding on you. No bonus shall be payable for any decrease of above elements.

5. SECURITY DEPOSIT

A security deposit of Rs. 5% of the order value is required to be deposited by all the successful tenderers for faithful execution of the contract. EMD deposited by tenderer shall be adjusted against the security deposit. Balance security deposit has to be deposited alongwith acceptance of order before start of contract by all the successful tenderers. In case of failure to perform any or all the obligations under this contract, PACL will be at liberty to forfeit the security deposit.

6. Suppliers are requested to furnish all details regarding salt stock/production/heaps reserved etc to enable the Company's representative to visit their salt works before or after finalizing the orders.
7. In case the suppliers fail to effect the supply of Marine salt in terms of the order and in consequence, the Company shall arrange for its requirements of Salt from other parties elsewhere at the risk and cost of the supplier and the differential amount if any shall be recovered by PACL from the suppliers. This is without prejudice to the Company's claim for other losses and damages that may arise due to the failure of the supplier to fulfill other terms of the contract.

In all cases of dispute or disagreement between the purchaser and the supplier as to any matter arising out of or relating to this purchase order/work order

and provided no understanding between the purchaser and the supplier can be reached for the settlement of the difference, the matter shall be referred to the sole Arbitrator of the Managing Director, Punjab Alkalies & Chemicals Ltd or any officers appointed by him on his behalf in accordance with Arbitration Clause mentioned in the tender document. The award given by such Arbitrator shall be final conclusive and binding upon the parties to this purchase/ work order. The arbitration shall take place at Chandigarh

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

Subject to the provisions of above, the Courts of Chandigarh alone will have jurisdiction in relation to any claim arising out of this purchase order/work order.

8. The Company reserves the right to accept or reject any offer without assigning any reasons thereof.
9. The offer must be kept open for acceptance atleast 90 days from the last date of receipt of the offer.
10. The salt received by us in loose condition for road supply and packed condition in rail supply shall be weighted at our factory. The weight taken at our factory shall be final and binding on you. In case of rail supply, the weight of empty bags shall be subtracted to arrive at net weight.

11. REJECTION

It will be your responsibility to ensure that the supplies of salt made by you should strictly conform to our specifications stated above. The salt containing impurities more than the maximum limits specified in clause (1) shall be rejected and can be lifted back within a period of seven (7) days. Else the rejections shall be squared up with extra penalty which will be decided on monthly basis taking into account the extra treatment cost involved in removing the excess impurities. Penalty such decided shall be binding on you. In case, material is junk as per PACL, PACL reserves the right to force its return or leaving at zero value of salt.

12. In rail supplies, if shortage is more than 150 MT in Jumbo rake i.e. 3835 MT or more and 105 MT in ordinary rake i.e. 2752 MT or more, then railway freight shall be deducted for full shortage less 150 MT in case of jumbo rake and 105 MT in case of ordinary rake but the cost of salt shall be deducted for full shortage in the rake, if the weighment basis is on actual receipt/ weighment. RR weight should be equal to weight of salt dispatched/invoiced and it should qualify for rake freight. Any excess freight charged by railways shall be debited to supplier. Any excess weight found in any wagon by railway authorities at Viramgham or else where, the under-charges for the same shall be borne by supplier. Any detention charges on the enroute due to load adjustment shall also be borne by the supplier.

13. Immediately upon dispatch of material, you should intimate the following dispatch particulars through Fax/E.Mail to our office as well as Stores Officer, Punjab Alkalies & Chemicals Ltd, Naya Nangal, Distt. Ropar (Punjab).

- 1) Quality dispatch
- 2) Mode of transport
- 3) LR/RR number
- 4) Value of material
- 5) Purchase order number etc.

14. **PRICE** :

Bidders should quote their lowest rates per MT of Washed Marine Salt as per the specification given under clause No.1 of section-2 of this tender document on Ex salt work basis. The rates for supply of Washery Salt should be quoted by the bidder as per Price Schedule given at annexure-II.

The price quoted shall be firm during the currency of the contract and no escalation shall be allowed.

15. **PAYMENT**

The payment of salt received at works at Nangal shall be released by PACL through CBS cheque or RTGS within sixty (60) days from the date of receipt of Salt at PACL's Works.

16. **DELIVERY** :

Delivery is essence of the contract and supplies must be made as per schedules given failing which PACL reserve the right to cancel the order without notice, refuse all subsequent deliveries and make purchase of the material from alternative sources at seller's risk and cost. Only accepted quantity as per PACL instruction report will be treated as the quantity delivered.

Delivery should be accompanied by seller challan in triplicate alongwith transporter's copy of challan cum invoice clearing stating the item description, purchase order no. etc.

PACL reserve the right to amend, postpone, delivery schedules in accordance with PACL's requirement.

If the performance regarding timely deliveries and quality of goods supplied is not satisfactory. PACL reserve the right to cancel the order wholly/or partly, at its option and arrange alternate purchase at seller's risk and cost. In such cases PACL's decision will be final and binding on the seller.

17. **GENERAL**:

Commencement of supply of goods against his order will be deemed as acceptance of the order and all other terms and conditions stated therein.

Seller would allow free access to PACL’s representative to area and equipments where items ordered by PACL would be manufactured or stored.

This Purchase Order can not be treated as cancelled without PACL’s written consent.

18. **ARBITRATION:**

In all cases of dispute or disagreement between the parties hereto as to any matter arising out of or relating to this Purchase Order/Work Order whether such dispute or disagreement shall arise during the continuance of this Purchase Order/Work Order regarding interpretation of this Purchase Order/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 Limited 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 Purchase Order/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.

19. **LAW & ITS JURISDICTION:**

You shall be governed by the laws of Government of India in force 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.

20. **JURISDICTION:**

All disputes whatsoever that may arise between parties out or in connection with this contract shall always be deemed to have arisen in Chandigarh and only Chandigarh Court will have jurisdiction of entertain them.

ANNEXURE-I**NON-FINANCIAL BID
FOR THE SUPPLY OF WASHERY SALT TO PACL**

- 1) Name of the firm :
- 2) Address :
- 3) Telephone No. :
- 4) Year of Establishment :
- 5) Manufacturer / Trader :
- 6) Source of supply :
- 7) Quantity offered :

8. The party shall provide the following information as per schedule given by PACL to evaluate the Non-Financial Bid:

S. No.	Description	Minimum requirement as per Tender Document.	Bidder's particulars	Deviation, if any
3	Payment Terms	60 Days from the date of receipt of Salt at Site.		
4	EMD	Rs. 2,00,000/-		
5	Security Deposit	Rs. 5% of order value		
6	Minimum quantity to be accepted.	20,000 MT		
7	Supply Basis	EX SALT WORKS		

Name & Designation of signatory

PLACE: _____
DATE: _____

ANNEXURE-II

**FINANCIAL BID
FOR THE SUPPLY OF WASHERY SALT TO PACL ON F.O.R. NAYA NANGAL BASIS.**

- 1) Name of the firm :
- 2) Address :

BY RAIL**Loading Stations**

S No.		Rs. per MT
1.	Cost of loose salt (Washery)	
2.	Conversion charges if 50 kg new HDPE bags	
3.	Railway freight	Rs. /- PER MT
4.	TOTAL	

(Rupees _____ PER MT EX SALT WORKS).

Name & Designation of signatory

PLACE: _____

DATE: _____