



# HINDUSTAN SALTS LIMITED

(A Government of India Enterprise)

Kharaghoda - 382 760 Dist. Surendranagar (Gujarat)

Tel. 02757- 220201 & 290190 Fax. 02757- 220203

Website: [www.hsl.in](http://www.hsl.in), E.mail. [hsl\\_salt@yahoo.com](mailto:hsl_salt@yahoo.com)

An ISO 9001:2000, 14001:2004, & OHSAS 18001:2007 Certified Company.

## NOTICE INVITING TENDER

Sealed tenders are invited for supply of Virgin Bitterns of 2,50,000 cum.± 10% (with 29 Be density and containing minimum 3.4 GPL Bromine) at the Company's reservoirs near Bromine Plant at Kharaghoda, The supplies will be started from January,2010 to June.2010. Also company invited sealed offer for supply of Virgin Bittern of 50,000 cum. (with 29 Be density and containing minimum 3.4 GPL Bromine) on Barter basis.. Parties interested, with to purchase De-Brominated bittern are also welcome.

Detailed tender documents can be obtained from Company's office at Kharaghoda on payment of Rs.250/- by cash or Rs.300/- By D.D. in favour of Hindustan Salts Limited, if desired by post. The last date of receipt of tender documents is upto 3.00 P.M. on 26.10.2009. Technical bid of the tenders will be opened on the same date at 3.30 PM. Company shall not be responsible for any postal delay and reserve right to accept or reject any part or full any or all the tenders without assigning any reason.

General Manager(Works)

M/s. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sub: Tender for supply of virgin Bitterns of 2,50,000 Cum  $\pm$  10%(with 29 Be density and containing minimum 3.4 GPL Bromine) on "Purchase" basis at the Company's Reservoirs near Bromine Plant at Kharaghoda.**

Dear sir,

Please find enclosed herewith the blank form of tender documents for the above work.

Please submit the tender **upto 3.00 PM. on 26.10.2009** alongwith following documents.

- i) Part I and II of the tender, duly signed on each page.
- ii) (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 is Enclosed.
- iii) Demand Draft/FDR for Rs. \_\_\_\_\_/- against EMD in favour of Hindustan Salts Limited payable at State Bank of India, Kharaghoda.
- iv) Upto date Income Tax clearance certificate alongwith an attested Copy of Income Tax Return for the year ending 31.3.2008 or 31.3.2009 whichever is applicable.
- v) Price bid as per Annexure-I of the Part-II in a separate sealed Cover.
- vi) The declaration to the effect that we are not related to any of the Directors / Officers of Hindustan Salts Limited and Sambhar Salts Limited
- vii) Reference list: A list in support of their having carried out Similar work in past be enclosed.
- viii) Solvency Certificate for Rs. 2,00,000/- of nationalised bank, irrespect of quantity..
- ix) Name and address of Bankers, the Bank Account Numbers (Including Type of Account i.e. Saving or FD or Current or others) and The year since the Account is being operated.
- x) Balance sheet duly signed by chartered Accountant for the year ends 31.3.2008 or 31.3.2009.
- xi) 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.
- xii) Any other documents asper requirement of the tender.

Thanking you,

Yours faithfully,  
For Hindustan Salts Limited

General Manager(Works)

Encl: As above.

To,  
The General Manager(Works)  
Hindustan Salts Limited,  
Kharaghoda.

**Sub: Tender for supply of virgin Bitterns of 2,50,000 Cum + 10%(with 29 Be density and containing minimum 3.4 GPL Bromine) on "Purchase" basis at the Company's Reservoirs near Bromine Plant at Kharaghoda.**

Dear sir,

We are submitting herewith our tender alongwith following documents for the above mentioned work:-

- i) Part I and II of the tender, duly signed on each page.
- ii) 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 is Enclosed.
- iii) Demand Draft/FDR for Rs. \_\_\_\_\_/- against EMD in favour of Hindustan Salts Limited payable at State Bank of India, Kharaghoda.
- iv) Upto date Income Tax clearance certificate alongwith an attested Copy of Income Tax Return for the year ending.
- v) Price bid as per Annexure-I of the Para-II in a separate sealed Cover.
- vi) The declaration to the effect that we are not related to any of the Directors / Officers of Hindustan Salts Limited and Sambhar Salts Limited
- vii) Reference list: A list in support of their having carried out Similar work by us in past is enclosed.
- viii) Solvency Certificate for Rs. 2,00,000/- of nationalised bank, irrespect of quantity.
- ix) Name and address of our Bankers, the Bank Account Numbers (Including Type of Account i.e. Saving or FD or Current or others) and The year since the Account is being operated.
- x) Balance sheet duly signed by chartered Accountant for the year ends 31.3.2008 or 31.3.2009.
- xi) 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.
- xii) Any other documents asper requirement of the tender.

Thanking you,

Yours faithfully,

Encl: As above.

**Hindustan Salts Limited**  
(A Government of India Enterprise)  
Kharaghoda – 382760 Dist : Surendranagar(Gujarat)  
Tel : 02757-220201 & 290190 Fax No.02757-220203  
Website: [www.hsl.in](http://www.hsl.in), E.mail. [hsl\\_salt@yahoo.com](mailto:hsl_salt@yahoo.com)  
An ISO 9001:2000, 14001:2004, & OHSAS 18001:2007 Certified Company.

Tender No. Br/Pur/Virgin Bittern/2009-10/

Dt. / 09/2009

TENDER FORM

Subject : Tender for supply of virgin Bitterns of 2,50,000 Cum (with 29 Be density and containing minimum 3.4 GPL Bromine) on "**Purchase**" basis at the Company's Reservoirs near Bromine Plant at Kharaghoda.

Last Date of submission of tenders

26.10.2009  
( UPTO 3.00 PM)

Date of opening "Technical Bid" of the tenders

26.10.2009  
(At 3.30 PM)

<b>Hindustan Salts Limited</b> (A Government of India Enterprise) Kharaghoda – 382760 Dist : Surendranagar(Gujarat) Tel : 02757-220201 & 290190 Fax No.02757-220203 Website: <a href="http://www.hsl.in">www.hsl.in</a> , E.mail. <a href="mailto:hsl_salt@yahoo.com">hsl_salt@yahoo.com</a> An ISO 9001:2000, 14001:2004, & OHSAS 18001:2007 Certified Company.		
Tender No.Br/Pur/Virgin Bittern/2009-10/	Dt.	/09/2009

Sub: Tender for supply of virgin Bitterns of 2,50,000 Cum  $\pm$  10%(with 29 Be density and containing minimum 3.4 GPL Bromine) on "Purchase" basis at the Company's Reservoirs near Bromine Plant at Kharaghoda.

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	<p><b>Hindustan Salts Limited</b></p> <p>(A Government of India Enterprise)</p> <p>Kharaghoda-382760 Dist: Surendranagar(Gujarat)</p> <p>Telephone No.02757-220201 &amp; 290190, Fax No.02757-220203</p> <p>Website: <a href="http://www.hsl.in">www.hsl.in</a>, E.mail. <a href="mailto:hsl_salt@yahoo.com">hsl_salt@yahoo.com</a></p> <p><b>An ISO 9001:2000, 14001:2004, &amp; OHSAS 18001:2007 Certified Company</b></p>	
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## **PART - I: INSTRUCTIONS TO TENDERERS**

### **1. General**

- a) The tender should be addressed to the General Manager (Works) Hindustan Salts Limited Kharaghoda - 382 760 Dist. Surendranagar (Gujarat). The tender should be submitted to the General Manager (Works) Hindustan Salts Limited Kharaghoda - 382760 Dist. Surendranagar (Gujarat) upto 3.00 P.M. on 26.10.09.
- b) Any offer or revised offer or counter offers either by the Tenderer or by the Hindustan Salts Limited (HSL) made in response to this tender, when accepted Hindustan Salts Limited (HSL) or by the tenderer will constitute a contract between the parties.

### **2) Submission of Tender**

- a) Tenderers shall indicate all amounts in figures as well as in words. Where there is any difference between price Quoted in figures and words amount quoted in words shall prevail. Tender should be free from over writings. The Tenderer should duly attest all corrections and alterations. The work "NOT QUOTED" should be written against items in the schedule for which the tenderer does not wish to quote.
- b) Tender is to be submitted in a sealed envelope, in the manner prescribed below:

Part I & II of the tender documents should be submitted in a Separate sealed as ENVELOPE ONE, cover superscribing "Technical & Commercial Terms" duly signed on each page.

- (i) The price Bid should be submitted as ENVELOPE TWO, in the Prescribed Performa i.e. Annexure-I to Part - II of the Tender Documents in separate sealed cover and superscribing "Price bid".
- (ii) Both the sealed covers should be submitted in separate Sealed covers marked.

- a. OFFER FOR SUPPLY OF VIRGIN BITTERN
- b. HSL'S TENDER NO. Br/Pur/VB/2010/
- c. DATE OF SUBMISSION OF TENDER : 26.10.2009 ( UPTO 3.00 PM)
- d. DATE OF OPENING OF TECHNICAL BID OF THE TENDERS :26.10.2009 (At 3.30 PM)

- iii) The tenderer must indicate the type of concern as whether Proprietary, partnership, private or public Limited Govt., 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 of must be signed on his behalf of partner holding power of Attorney authorizing him to do so.
- iv) 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.
- v) 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.

- vi) In case of a Sole Proprietary Concern it must be stated that it is a Sole proprietary concerns 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.
- vii) Tender received after due date and time as mentioned in the tender document will not generally be entertained.
- viii) The tenderer should have capability of undertaking the "Work of supply of the Virgin Bitterns" with proven track record.

Pre Qualification criteria of this tender

- The tenderer should have its own tankers (9 or 10 cum capacity) to be used for Bitterns Transportation or should be able to hire the tankers in such numbers that the Quantity of Virgin Bitterns are supplied in the season itself.
- The tenderer shall submit the details of the tankers, copy(ies) of the Registration of these tankers .
- The condition of the tanker(s) should be good leak proof.

Performance criteria of this tender

- The tenderer should have executed the work of bittern supply or similar work elsewhere.
- The certificate of the parties where successful & satisfactory Bitterns supply work was carried out by the tenderer should be enclosed alongwith the tender.

Evaluation criteria of this tender

- The infrastructure i.e. manpower, number of tankers, number of Oil Engines available with the tenderer to be used for the "Work of supply of the Virgin Bitterns" which will be evaluated on the basis of "Quantity Offered" by the tenderer. However HSL may consider waiver of this condition.
  - Years of experience in this work. The tenderer should have at least ONE YEAR experience in this business.
  - Whether tenderer has fulfilled all the conditions and accepted all the terms & conditions as mentioned in this tender document.
  - The rates offered by the tenderer.
- c) Tender not submitted in the appropriate prescribed form and not completed in all respects is likely to be rejected.
  - d) The tender with term and conditions in Part I & II duly Signed shall be sent alongwith the Earnest Money deposit. Earnest Money deposit shall not be kept in the "Price Bid"of Tender but shall be enclosed with "Technical & Commercial Terms".
  - e) Tenderers shall not be entitled to claim and costs charged or incidental or in connection with the preparation and submission of their tenders even though Hindustan Salts Limited may elect to withdraw the notification of tender or reject all the Tenders without assigning any reason thereof.
  - f) Each Tenderer should submit:  
Balance Sheet duly signed by the Chartered Accountant for the year ends 31.3.2008 or 31.3.2009 whichever applicable.

**3. Opening of Tender**

a) Technical bid of the tenders will be opened at 3.30 P.M. on 26.10.2009 at Company's Unit at Kharaghoda by GM (W) or by Officers authorized on his behalf in the presence of tenderers present. The representatives will have to establish their identity to the satisfaction of the Hindustan Salts Limited by producing introductory letter/authority from their Principal etc. otherwise they will not be allowed to attend the tender opening.

b) **Clear understanding:** When a Tenderer submits tender in response to this tender NOTICE he will be deemed to have understood fully about the requirement of terms and conditions.

4. **Validity of offer:** The rates should be valid for the period of , NINETY DAYS, from the date of opening of tender. No revision / modifications in the tender and rate or the withdrawal of the tender will be allowed during the period of validity of tender, Withdrawal of offer within the stipulated validity period will entitle the Company to forfeit the EMD of the tenderer.

5. **Reference list:** The Tenderers should submit alongwith their offer reference list of the company (ies) in support of their having carried out "Work of supply of the Virgin Bitterns" in past.

6. **Name and address of the Bankers, the Bank Account Numbers** (Including Type of Account i.e. Saving or FD or Current or others of the Tenderers and the year since the Account is being operated.

**7. Award of Contract :**

a)(i) The Hindustan Salts Limited reserves the right to accept in its sole and unfettered discretion any tender for whole or part quantities or to reject any or all tenders without assigning any reason thereof.

ii) To award the contract to one or more number of Tenderers either or equal price or on different prices.

iii) To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderers, as the Hindustan Salts Limited may think fit.

b) The Hindustan Salts Limited does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.

c) 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 tenderer and the Hindustan Salts Limited and both parties are bound by the terms and condition as stipulated in the tender documents.

d) The company shall mean and include Chairman & Mg. Director at its Registered Office at B-427, Pradhan Marg, Malviya Nagar, P.B.No. 146, Jaipur 302017 as well as General Manager (Works) at Kharaghoda - 382760 Dist. Surendranagar (Gujarat), who are authorised to deal with all matters relating to this contract on behalf of the company.

8. Each page of the tender documents is required to be signed by the tenderer.

Date:

Signature of the tenderer

Place:

Affix Rubber Stamp / Common Seal



# Hindustan Salts Limited

(A Government of India Enterprise)

Kharaghoda-382760 Dist: Surendranagar(Gujarat)

Telephone No.02757-220201 & 290190, Fax No.02757-220203

Website: [www.hsl.in](http://www.hsl.in), E.mail. [hsl\\_salt@yahoo.com](mailto:hsl_salt@yahoo.com)

An ISO 9001:2000, 14001:2004, & OHSAS 18001:2007 Certified Company

Tender No. Br/Pur/VB/2009-10/

## **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 tenderers) 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 : PRICE BID**

- (a) Price Rates/Bid is to be furnished in the prescribed proforma, which is Annexure-I of the Tender Documents. It may please be noted that the company may award the contract to the Tenderer where rates are found lowest without negotiations or after negotiations if necessary only with the lowest tenderer. Therefore tenderers are advised to be careful and quote their lowest rates only.
- (b) Rates entered in the contract shall unless specifically stated to the contrary shall cover the costs of Superintendence, Labour, Materials and tools etc. required and also include all fees, duties, royalties, rents or other expenses whatsoever which the Contractor 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 tenderer 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 B-427, Pradhan Marg, Malviya Nagar, P.B. No.146, Jaipur - 302017 (Raj) in the State of Rajasthan hereinafter called the "COMPANY" or "Hindustan Salt Limited" which expression shall unless repugnant to the context or of the meaning thereof be deemed to include the Company's Lawful successors, administrators and assignees of the one part.

AND,

M/s \_\_\_\_\_  
\_\_\_\_\_ in the state of \_\_\_\_\_, hereinafter called the "CONTRACTOR" which expression shall unless repugnant to the context or the meaning thereof be deemed to include the Contractor'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).

## **ARTICLE - 2 : DEFINITIONS AND INTERPRETATION.**

- 2 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.
- 2.1 "COMPANY" : shall mean "Hindustan Salts Limited ", A Company within the meaning of Companies Act, 1956 having its Registered Office at Hindustan Salts Limited (A Government of India Enterprise), B/427, Pradhan Marg, Malviya Nagar, P.B. No.146, Jaipur - 302017 (Raj.) capital of Rajasthan State and shall include its lawful successors and assignees.
- 2.2 "CONTRACOR": shall mean \_\_\_\_\_ in the State of \_\_\_\_\_ shall include its lawful successors and assigness and is responsible to do the work as mentioned in the Article 3 - Scope and schedule of work.
- 2.3 "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 Contractor shall carry out the work arising out of this tender.
- 2.4 APPROVAL OF COMPANY" : shall mean the written approval of the Chairman & Managing Director of the Company or the General Manager (Works) of the Company at Kharaghoda.
- 2.5 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.
- 2.6 "EFFECTIVE DATE OF THE CONTRACT" : The contract shall be effective from January,09 to June,09 or for any further date extended with written consent of the parties. The successful Tenderer will have to take the job in hand within 15 days from the date of acceptance of their tender, or by the date specified as above.

**ARTICLE 3 : SCOPE AND SCHEDULE OF WORK** : The Company intends to procure Virgin Bitterns containing minimum 3.4 GPL Bromine contents (29 Be density) at the Company's Reservoirs near Bromine Plant at Kharaghoda on PURCHASE. However in the month of January and February, the Company may accept the GPL minimum 2.7 GPL on Pro-rata basis i.e. Company will made payment of such quantity on proposnate rate of offer rate.

Parties interested to purchase Debrominated Bitterns will be preferred for which they may quote for the same separately.

Parties may quote to supply VIRGIN BITTERNS on PURCHASE BASIS and mention the same in the Annexure - I of this tender form. **If the tenderer is not in position to quote for the entire quantity then he may do so and mention the quantity in Annexure - I. However, tenderer has to deposit the requisite EMD as per Article-10.1 of this tender documents.**

- 3.1 **CONTRACTOR'S SCOPE OF WORKS:** The Contractor has to implement the work of "Supply of Virgin Bitterns" on FOR basis at Company's reservoir at near Bromine Plant by Motor Trucks, including the work of emptying in Company's Rreservoirs at Bromine Plant, Kharaghoda. All operations are required to be completed as per details given below : -
- (a) **Quantity of Virgin Bitterns to be supplied by the Contractor ; Minimum 5000 M3 or Maximum 75,000 M3.**

- (b) The supply will commence from January-2009 onwards and the total quantity (in terms of M<sup>3</sup>) of the Bitterns which is expected to be supplied by the contract or is as under : The supplier has to commence the supply from January-2010 and will complete by June-2010 on regular basis as per below mentioned scheduled. Approved calibration chart of each tanker will be provided by Contractor for each Tanker before starting operation. The measurement of each tanker is to be taken before starting the operation.

**SCHEDULE**

MONTH	MINIMUM QTY. TO BE SUPPLIED
JANUARY-2010	5% of offered quantity
FEBRUARY-2010	15% "
MARCH-2010	30% "
APRIL-2010	40% "
MAY & JUNE, 2010	10% or balance quantity "

In case of excess quantity supplied in the earlier months can be adjusted in the proposed minimum quantity of the month.

- (c) **Quality of Bitterns.** : The Contractor will have to ensure the quality of Bitterns during the supply of Bitterns and should execute the work to the entire satisfaction of the General Manager (Works) with utmost care towards quality. The Contractor shall provide adequate pipes for emptying of tankers as per scope and schedule of work. The quality of Virgin Bitterns will be maintained and the minimum gpl should not be less than 3.4 gpl at any day. The Company (HSL) may allow the Virgin Bitterns of lesser gpl but it should not be less than 2.7 gpl. The Company may allow to the contractor for analyzing the pre haulage virgin bittern to know the GPL of Bromine contents in Company's Laboratory at the cost Rs15/- per sample.

The quantity of Virgin Bitterns of less than 3.4 GPL of bromine content may be allowed during the month January,10 & February,10 on pro-rata basis.

If the VIRGIN BITTERNES CONTAINING BELOW 2.7 GPL BROMINE CONTENT IS NOT ACCEPTED BY COMPANY (HSL), Then this quantity of Virgin Bitterns will neither be considered for PAYMENT nor will be allowed to be taken back from the reservoir. The gpl of composite sample of one day (3 shifts) will be reported within 24 hrs. from 8.30 AM The contractor may depute his representative for verifying the quality of Bitterns supplied during the supply period.

- (D) Measurement of place of empty tanker :

Sampling of virgin Bitterns in respect of Density (Be) shall be done before decantation from tankers. The measurement of the tankers will be done by the Company as may be authorised by the General Manager (Works) under the supervision of the Circle Officer concerned and in presence of the Contractor or his duly authorised agent if desired by the contractor. The record of the measurement will be duly authenticated by the officers of the company and the Contractor.

Analysis of composite sample of V.B. will be done on next working day of its receipt and rejection if any will be informed to supplier in writing.

The tankers of virgin Bitterns should be decanted in presence of COMPANY'S representative only. Each tanker should be clear i.e. there should not be any salts in the tanker.

- (E) Revision in rates of Diesel by the Govt. for which documentary proof will be submitted by the contractor.

Formula about proposed increase or decrease in the rates in the event of increase or decrease in Diesel price by Govt.

$$[ (A/4) \times D ] \% 10$$

Where - A : Increase/Decrease in the rate of Diesel oil per litre by Govt. after opening of Tender.

D : Distance in Km. to & Fro.

1. Formula based on average consumption of Diesel oil 4 kms./Litre by tanker at run siding.

2. The average capacity of Tanker for a calculation is 10 M3 per tanker.

The increase/decrease factor for diesel oil will be calculated on actual quantity supplied after any increase/decrease and act both side.

3.2 **COMPANY'S OBLIGATIONS IN THIS REGARD** :Any other thing which is specifically mentioned by the Contractor and agreed by company.

**ARTICLE 4; PENALTY FOR LATE DELIVERY:**

In case of any default by the supplier/contract , the company shall be entitled to get the contract executed by alternative means and if for that purpose the company is required to incur additional expenses or substantial financial loss, the same shall be recovered from the defaulting supplier/contractors, apart from levying liquidated damages, penalty, interest etc, as may be deem appropriate by the company considering fact & circumstances of the case.

**ARTICLE 5 : BINDING NATURE OF THE CONTRACT**

The contract arising out of this tender document will be binding on the both the parties.

**ARTICLE 6 : GOVERNING LAWS AND RIGHT OF INDEMNITY OF THE COMPANY**

The Contractor shall indemnify the Company represented through the General Manager (Works) for all the injuries caused to any person or to public property due to his negligence or to the negligence of his workmen.

**ARTICLE 7: TERMS OF EMPLOYMENT OF COMPANY : PERSONNEL ON DEPUTATION**

The Contractor shall not employ any staff or workers who is employed or is working with the Company. However, the Company may permit any of its employees to work on deputation with the Contractor subject to the condition that such person shall revert in the services of the Company whenever the Company so desires.

**ARTICLE 8 : QUANTITY OF BITTERNs TO BE PURCHASED AND STORED**

The contractor shall have no claim on the Company as regards the quantity of Bitterns to be purchased and stored by the Contractor as the work shall be subject to availability of Bitterns at its own salt works. The contractor shall have no claim whatsoever on this and any other account of the company.

**ARTICLE 9: CERTIFICATE OF ACCEPTANCE AND SUCCESSFUL COMPLETION OF WORK.**

Contractor will have to obtain the certificate of acceptance and successful completion of work to be issued by the General Manager (Works).

**ARTICLE 10 : PAYMENT OF EMD ALONGWITH THE TENDER**

10.1 The tenderer should pay earnest money @Rs. 1/- per CUM for the quantity offered in cash or by bank draft /FDR payable at Kharaghoda in favour of Hindustan Salts Limited, Kharaghoda. The successful tenderer will have to deposit 2% Security Deposit for the quantity offered including deposit @Rs. 1/- per CUM for the quantity offered mentioned above. The EMD of those tenderers whose tenders are not accepted, will be refunded to them after the expiry of the validity period of their offers.

- 10.2. 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 11: EARNEST/SECURITY MONEY DEPOSIT AND PROVISIONS REGARDING ITS REFUND AND FORFEITURE ETC.**

- 11.1. Interest will not be allowed on Ernest /Security Deposit (S.D.)

In the event of breach of contract on the part of the Contractor the Company will be entitled to forfeit wholly or partially the above amount of Security Money Deposit with the Company. No interest will be allowed on the Security Money Deposit paid in cash/demand draft. The Company further reserves the right to adjust the Security Money Deposit towards any amount due to the Company from the Contractor and in such event, the Contractor on receipt of notice from the Company, shall make further deposit to restore the Security Money Deposit to the full amount.

- 11.2. **Refund of Security Money Deposit**

On satisfactory performance of the contract and on receipt of "No Demand" certificate from the General Manager (Works). the S.D. will be refunded to the Contractor provided that no claim whatsoever against the Contractor is made and nothing is due from the Contractor and that the Contractor has completed the work to the entire satisfaction of the Company.

- 11.3. **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 S.D shall be liable to be withheld/forfeited wholly or partially at the sole discretion of the Company should be Contractor either fail to fulfill his contractual obligations or to settle in full his dues to the company.

- 11.4. **Recovery from Security Deposit**

The company is empowered to deduct from the S.D 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.

- 11.5. **Company's lien on the Security Deposit.**

The company shall have a lien over all or any money that may become due and payable to the Contractor under this contract or transactions of any other nature either all alone or jointly with other/Contractor and unless the Contractor pays and clears the claim of the Company immediately on demand, the company shall be entitled at all times and deduct the said sum as debited due by the Contractor from any money/security under this contract or any other contract or transaction whatsoever between the Contractor and the company without prejudice and in addition to the other rights of the company to recover the amount of any such claim by other remedies legally available.

- 11.6 **Company's right to draw from the Security Deposit.**

In the event of any breach of any term and condition of the contract the company shall have the right to draw from the S.D the amount to the extent of loss or damages etc, suffered by the Company and the Contractor shall made good this loss or damages to the extent of the amount so drawn within 15 days of the receipt of intimation from Company to this effect.

- 11.7. The amount so drawn shall not in any way affect any remedy to which the Company may otherwise be entitled to or any liability incurred by the Contractor under the contract or any law for the time being in force relating thereto or bearing thereupon.
- 11.8. In the event of the forfeiture of whole or part of the S.D, the Contractor shall deposit further sum with the Company so as to maintain the full amount of Security Deposit.
- 11.9. Deferring the refund of the Security Deposit : This Security Deposit shall be refunded on the satisfactory completion of the contract certified by the GENERAL MANAGER (WORKS), as the case may be. It shall be lawful for the company if any difference or dispute is likely to exist, to defer payment of the S.D. or any portion thereof which may be due to the Contractor until such difference and dispute shall have been finally settled or adjusted.

#### **ARTICLE 12 : OPENING OF TENDERS**

Tenders will be opened at Company's Unit at Kharaghoda Unit at 3.30 P.M. on 26.10.2009. The tender, in which any of the prescribed conditions are not fulfilled is liable to be rejected. The Chairman-cum-Managing Director, Hindustan Salts Limited, Jaipur reserves the right to accept any tender/or to reject any or all the tenders received without assigning any reason.

#### **ARTICLE 13 : CANVASSING ETC. IS PROHIBITED**

- 13.1 Canvassing in connection with the tender is strictly prohibited and tender is liable to be rejected.
- 13.2 Any canvassing, bribe or commission, gift or advantage given, promised or offered by or on behalf of the Tenderers, their partners agents or servants to any officers, servant or representative of the Company 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 incur, subject to the cancellation of this tender or any other contracts and also to payment of any loss resulting from any such cancellation and the Company shall be entitled to deduct the amount so payable from any money otherwise due to the Tenderer under this or any other contracts. Any question or dispute as to whether the Tenderers have incurred any liability under the clause shall be settled by Company 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 14: MAINTENANCE OF DISCIPLINE.**

- 14.1.1 The Contractor shall be required to execute the work in a workman-like manner. The Company expects the Contractor and his representatives and the labour to conduct themselves in a disciplined manner. All rules and instructions pertaining to general welfare of the factory and its precincts, the sanitation, health etc. should be adhered to and observed by the Contractor and any lapse of the same should be brought to the notice of the General Manager (Works) / Managing Director of the Company who shall have the right to terminate the agreement on this ground. The Company shall remain indemnified through Contractor against any claim, for loss or compensation arising out of any theft, arson or any antisocial activities or damages to the salt and the property etc., or out of such termination of the agreement.
- 14.2 The Contractor shall ensure that all the operations are carried out by him and his labour during the factory hours in accordance with the provisions laid down under the Factories Act, 1948 and the rules . . . made thereunder by the State.

#### **ARTICLE 15: EFFECT OF ANY ADDITIONAL CONDITION**

- 15.1 The tenders containing uncalled for or any additional condition are liable to be rejected.
- 15.2 Any letter etc. forwarding or raising the rates or reducing the rates or dealing with any other points in respect of his tender, if found in the tender, will not be considered.

#### **ARTICLE 16: SUBMISSION OF TENDERS BY A FIRM**

A single person trading under his name should give his name in full and that trading in firm's name should give first the firm's name and then sign his name underneath in full. In case of firm of more than one person viz, a partnership concern, names of all the partners must be filled in and the tender should be signed by one of the authorised partners in the manner indicated above. In case where a tender is signed by a person or partner of the firm or on behalf of the proprietors or partners of firm the Tenderer undertake the whole responsibility in respect of the authority in favour of the signatory as and when called upon to do so. In case of a Limited Company, the tender should be signed by its Secretary / Director or some one duly authorised for the purpose as per Articles of Association of the Company. Copy of the Resolution authorising the person to sign and submit the tender should also be enclosed.

#### **ARTICLE 17: KNOWLEDGE OF TERMS & CONDITIONS OF THE CONTRACT**

The submission of the tender shall be sufficient proof of the Tenderer having known the terms & conditions of the tender.

#### **ARTICLE 18 : PAYMENT OF ELECTRICITY & WATER CHARGES**

The Contractor shall have to pay electricity & water charges for the period required by the Contractor at the rates fixed by Company.

#### **ARTICLE 19 : SUBMISSION OF BILLS AND PAYMENT THEREOF**

The company shall pay the contract price in the following manner.

Generally the payment shall be made by the Company within a fortnight on receipt of the bill from the contractor and subject to proportionate supply of Bitterns in terms of monthly targets fixed for the relevant month. However, the Contractor will not claim any interest from the Company if the payment is delayed. For all the Bitterns supplied during the period fortnight the contractor will furnish the bill to the company in next fortnight.

#### **ARTICLE 20 : ARBITRATION**

- a) In the event of any question, dispute of difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, Chairman & Managing Director, Hindustan Salts Limited or to any officer of the company appointed by him for the purpose. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996.
- b) It will be no objection that the Arbitrator is an interested person and/or that he had to deal with the matters to which the contract relates and/or in the course of his duties he has expressed any view on any matter in dispute of difference. The award of arbitrator shall be final and binding on both the parties.
- c) In the event of Arbitrator dying, neglecting, resigning or being unable to act for any reason or his award being set aside by the court for any reason, it will be lawful for the Chairman & Managing

Director of the Hindustan Salts Limite/Sambhar Salts Limited to appoint another Arbitrator in place of the outgoing Arbitrator.

- d) The Arbitrator may from time to time, with the consent of all parties, enlarge the time in making the award.
- e) The cost incidental to the arbitrator 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 decide.
- f) Notwithstanding any dispute between the parties supplier shall not be entitled to withhold/delay or defer his obligations under the contract and the same shall be carried out strictly in accordance with the terms and conditions of the contract.

#### **ARTICLE 21 : JURISDICTION**

Subject to Article 22 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 and at Surendranagar in the State of Gujarat.

#### **ARTICLE 22 : FORCE MAJEURE**

All the general Force Majeure conditions shall be made applicable to this contract. The terms and conditions mutually agreed upon with respect of this contract, shall be subject to Force Majeure, which may cause delay in the execution of this contract due to unforeseen cause beyond the control of the Company and Purchaser, which shall include but not be limited to the following matter: -

- a) War of hostilities
- b) Riot or Civil Commotion
- c) Earthquake, flood, fire, epidemic or other natural physical disaster and acts of God Acts of Government, either in its sever ignore contractual capacity

If the Company/supplier is prevented from or delayed in performing any of its obligations under the supplier/Company of the circumstances constituting the Force Majeure and of the obligations performance of which is thereby delayed or prevented and the Company/supplier may thereby be excused the performance or punctual performance as the case may be of such obligations for so long as the circumstances of prevention or delayed constituting Force Majeure may continue.

#### **ARTICLE 23 : RECESSION AND CANCELLATION OF CONTRACT**

- 23.1 In case the Contractor fails to supply the V.B. as stipulated in the contact or any revision 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 old Contractor the loss, if any incurred by the Company in doing so apart from his liability under clauses of the contract.
- 23.2 Any breach of conditions of this contract by the Contractor shall entitle the Company to rescind the contract.
- 23.3 Any instance of the Contractor or its member/employee taking part in or acting against the interest and image of the Company or its officials, in any manner at any time, will render the Contractor liable to be debarred from continuing business transactions with the Company and the contract will be liable to be terminated.
- 23.4 Any external pressure exercised by the Contractor on the Company's officials in any form shall render the contract liable to be terminated.

- 23.5 The Company reserves the right to cancel the contract as a whole or a part or parts thereof by written notice to the Contractor if it has been mutually agreed that Contractor has failed to duly perform its obligations under this contract or complete the contract or if it appears for valid reasons that it will fail to fulfil its obligations under the contract for reasons other than those relieving him from his responsibility under any of the provisions of the contract.
- 23.6 Any bribe commission gift or advantage given promised or offered by (or on behalf of the Contractor its member/officials/partners/or servants to any officer servants or representative of the Company for obtaining any contract/benefit/advantage or for receiving payments under the contract shall in addition to the criminal liability he may incur subject the Contractor to cancellation of this or any other contract and also to payment of any loss resulting from any such cancellation and the Company shall be entitled to deduct the amount so payable from any money otherwise due to the Contractor under this or any other contracts.
- 23.7 The Company reserves the right to cancel the contract if the Contractor becomes bankrupt or goes into liquidation or any receiver is appointed for any of the property owned by the Contractor. In such an event without prejudice to any claims of the Contractor under this contract, there shall be equitable settlement of the obligations arising out of this contract.
- 23.8 If the Contractor fails to perform any part of the contract in the opinion of the Company or is unable to carry out the work contracted out to him with efficiency or fails to perform the work in conformity with the terms and conditions of this contract or his progress on the work is so slow as likely to cause loss to the Company or the progress from the date of commencement of the contract is such as in the opinion of the Company the work can not be completed in time or he refuses, or neglects to carry out the directions given to him by the authorised officials of the Company and acts contrary to the terms of the contract the Company may rescind the contract after giving a show cause notice to the Contractor after expiry of the notice period. The contract shall be deemed to be automatically rescinded unless the notice is withdrawn by the Company. If the Contractor does not, within three days after the delivery to him of such notice proceed to make good his default and carry out the work to the entire satisfaction of the Company the Company shall have the powers to rescind the contract or to take away from the Contractor the whole or any portion (to be specified in such notice) of the work and complete the same by employing some other agency.

#### **ARTICLE 24 : DAMAGES UNDER THE CONTRACT**

- 24.1 **Risk & Cost Clause** : Without prejudice to the right of the company, and notwithstanding the obligations of the Contractor under the contract arising from the acceptance of this tender or the revised 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 & cost of the Contractor and the additional burden in the account, if any, will be borne by the Contractor, and can be realised from the Contractor's pending bills / earnest money deposit or any other dues. This is without prejudice to the company's claim for the other losses and damages that may arise due to the failure of the supplier to keep upto the terms of the contract.
- 24.2 Decision regarding loss or damage to company's property: The decision in regard to responsibilities for any damage occasioned to the Company's property by any act of negligence of any person in the employment of Contractor shall rest with the General Manager (Works) and in the event of any appeal to the Managing Director his decision shall be binding and final. The appeal shall be filed within 30 days from the date of the order appealed against.

**ARTICLE 25 : NON-WAIVER** : Failure of the Company to insist upon strict performance of any of the terms & conditions incorporated in the contract or failure to promptly notify the Contractor in the event of breach, or the acceptance of, or payment for any goods/services hereunder or approval of material shall not release the Contractor of any of the guarantees and/or obligations of the Contractor and shall not be deemed a waiver of any right of the Company to insist upon the strict performance thereof nor shall any purported oral modification or revision of this contract by the company

operate as waiver of the terms thereof provided always that the liability of the Contractor shall be limited to the scope of work undertaken herein.

**ARTICLE 26 : 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. This power of Attorney will have to be produced at the time of signing of this Agreement itself.

**ARTICLE 27 : CHANGE IN CONSTITUTION**

- 27.1 On the death or retirement of any partner of the successful Tenderer/Firm before complete performance of the contract, the Company may at his option cancel the contract and in such case the Tenderer shall have no claim whatsoever to be compensated by Company.
- 27.2 Without prejudice to any of the rights or remedies under this contract, if Contractor is proprietorship concern and the proprietor dies during the performance of this contract, the Company 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 28 : 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 29 : CONTRACT DOCUMENT**

A contract arising of acceptance of this tender or in consequence of this tender, the company and the Contractor, 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.

Date:  
Place:

Signature of the tenderer  
Affix Rubber Stamp / Common Seal

	<b>HINDUSTAN SALTS LIMITED</b> (A Government of India Enterprise) Kharaghoda - 382 760 Dist. Surendranagar (Gujarat) Tel. 02757- 220201 & 290190 Fax. 02757- 220203 <b>Website: <a href="http://www.hsl.in">www.hsl.in</a>, E.mail. <a href="mailto:hsl_salt@yahoo.com">hsl_salt@yahoo.com</a></b> <b>An ISO 9001:2000, 14001:2004, &amp; OHSAS 18001:2007 Certified Company.</b>		
	Tender No. Br/Pur/Virgin bittern/2009-10/		Dt. /09/2009
<b>Sub: Tender for supply of virgin Bitterns of 2,50,000 Cum ±10% (with 29 Be density and containing minimum 3.4 GPL Bromine) on "Purchase" basis at the Company's Reservoirs near Bromine Plant at Kharaghoda.</b>			
Item No.	Description	Quantity (M <sup>3</sup> ) Offered	Rates (Rs. per M <sup>3</sup> )
1.	<b>Rates for supply of Virgin Bitterns on PURCHASE BASIS</b> as per details given in Article 3.1 of the Part - II of this tender document.		In Figures : Rs _____  In Words : Rupees _____ _____ _____  FOR reservoir inclusive of all taxes
<p>The above rates are on FOR reservoir basis all inclusive taxes etc. If the tenderer will be unable to produce a printed bills bearing the Sales Tax ,Registration Nos. and the remark to the effect that Sales Tax has been paid, the sales tax/VAT at prevailing rate will be deducted from the bill amount.</p> <p>I/We have deposited Rs. _____ towards EMD as per receipt No. _____ dated _____ or enclosed DD/FDR No. _____</p> <p><b>NOTE: IF THE TENDERER IS NOT IN POSITION TO QUOTE FOR THE ENTIRE QUANTITY THEN HE MAY DO SO AND MENTION THE QUANTITY IN ANNEXURE - I. HOWEVER, HE HAS TO DEPOSIT THE REQUISITE MONEY AS PER ARTICLE 10.1 OF THIS TENDER DOCUMENT.</b></p>			
Date:	Signature of the tenderer		
Place:	Affix Rubber Stamp / Common Seal		



