

PART – B

**TENDER DOCUMENTS FOR THE
WORKS REGARDS TO
EXTRACTION & STORAGE OF SALT**

**LAST DATE OF SUBMISSION
24/11/2009 AT 2.30 PM**

SAMBHAR SALTS LIMITED
(A GOVERNMENT ENTERPRISE)
SAMBHAR LAKE (RAJASTHAN)

**TENDER FOR THE CONTRACT OF EXTRACTION STORAGE OF KYAR,
RESHTA & PAN SALT AT SAMBHAR LAKE, MAIN LINE PAN WORKS,
DEODANI PAN WORKS, GUDHA AND NAWA FOR THE YEAR 2009-10.**

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SAMBHAR SALTS LIMITED

(A GOVERNMENT ENTERPRISE)

SAMBHAR LAKE. (RAJASTHAN)

No.
To,

Dated : / /2009

Sub.: Tender for the contract of extraction & storage of kyar, Reshta & pan salt at Sambhar Lake, Main Line Pan Works, Deodani Pan Works, Gudha and Nawa for the 2009-2010.

Dear Sir,

Tender No.Date of openingwith reference to your letter/Application dated.....Sending therewith Rs.in cash/D.D. enclosed please find the tender documents for the above mentioned work. Please submit your offer in prescribed tender documents in sealed cover alongwith part-I & II of the documents duly accepting terms and conditions mentioned in the tender documents super scribing the tender number and date of opening on the envelope. The tenders duly completed in all respect shall be received uptoHrs. on The commercial and technical bids of the tender will be opened on the same day at Hrs. in the presence of the Tenderers present atHrs. The Tenders are advised that the price bids (Annexure – I to Part – III) should be sent in separate sealed cover superscripting “Price Bid” on the envelope as advised in part – I instruction to the tenderers.

Incomplete and late tenderers or tenders without EMD are liable to be rejected outrightly. However management reserves the right to accept or reject all or any or part of tender without assigning any reasons whatsoever. Tenders found contrary to the terms and conditions as contained in the tender document are also liable to be rejected without assigning any reason and without entering into any correspondence. Please also note that company may award the contract to the tenderers whose rate etc. found lowest and may negotiate if necessary only with the lowest tenderer. Therefore, you are advised to be careful and quote your lowest rates only.

Thanking You,

Yours Faithfully
For Sambhar Salts Limited,

General Manager (Works)

Encl. : As above.
(one set of Tender documents from
pages.....to.....)

Ref. No.

Date :

To,
General Manager (Works)
Sambhar Salts Limited,
Sambhar Lake

Sub: Tender for the contract of extraction, storage and transportation of kyar, Rashta & Pan /salt from sambhar Lake Main Line Pan Works and Deodani Pan Works, Gudha, Nawa and for the year 2009-10.

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

1. Part – I, II, & III of the tender, duly singed on each page.
2. Partnership deed duly attested in case of partnership firm alongwith a copy of the Registration certificate of the firm.
3. Demand Draft for Rs. against EMD in favour of Sambhar salts Limited. Payable at Sambhar Lake.
4. Upto date Income Tax clearance certificate alongwith an attested copy of Income Tax Return for the year ending 31st March 2008
5. Price bid as per Annexure – I of the Part – II in a separate sealed cover.
6. A Photostat copy of the License under the contract Labour (Regulation & Abolition) contract Act. 1970.
7. The declaration to the effect that we are not related to any of the Directors/Officers of Hindustan Salts Limited & Sambhar Salts Limited.
8. A.....List.....of Hindustan/Sambhar Salts Limited's Employees related to us.
9. Declaration to the effect that within 2 years his retirement, no employees of Hindustan Salts Limited & Sambhar Salts Limited has been taken under our Employment.
10. Reference list as per para 5 of Part – I of the tender documents.
11. Name of the Banker's and the Bank Account Numbers of the Tenderer.

Thanking You,

Date.....
Place.....

(Name & Signature of the Tenderer)
Complete Postal Address

.....
.....
.....

Encl. : As above.

SAMBHAR SALTS LIMITED
(A GOVERNMENT ENTERPRISE)
SAMBHAR LAKE. (RAJASTHAN)

PART – I INSTRUCTIONS TO TENDERERS

1. **GENERAL**

- (A) The tender should be addressed to the General Manager (Works), Sambhar Salts Limited, Sambhar Lake. Distt : Jaipur (Rajasthan)
- (B) Any offer or revised offer of counter offer either by the tenderer or by the Sambhar Salts Limited .(SSL) made in response to this tender, When accepted will be constitute a contract between the parties.

2. **SUBMISSION OF TENDERS**

- (A) All amount shall be indicated by Tenderers in figures as well as in words. Where there is any difference between prices quoted In figures and words. Amount quoted in words shall prevail Tender should be free from over writing. All correction and alterations should be duly attested by the Tenderer. 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 duplicate in a sealed envelope in the manner prescribed below :
Part – I & II of the Tender documents should be submitted in a separate sealed cover superscripting “Technical & Commercial Terms” duly signed on each page.
- (C) The price Bid should be submitted in the prescribed performa i.e. Annexure– I to Part – II of the Tender Documents in separate sealed cover and subscribing “Price Bid”.

3. **Both the sealed covers should be submitted in a separate sealed covers marked.**

(A) OFFER FOR
SSL'S TENDER NO

(B) DATE OF OPENING OF TENDER

4. The tenderer must indicate the type of concern as whether proprietary, partnership, private of public Ltd. In case of the tender submitted by a firm it must be signed by each partner it must be signed on his behalf by a partner holding power of Attorney authorizing him to do so.

5. In case of a partnership firm, a true copy of the partnership deed duly attested should be furnished.
6. In case of a company, the tender should be executed in the manner as laid down in company's Articles of association and a copy of Memorandum of Association and Articles of Association should also be furnished along with the Tender.
7. In case of a sole proprietary concern, it must be stated that it is a sole proprietary concern and must be signed by the sole proprietor of the concern himself or by his power of Attorney holder under duly attested power of attorney by a Notary public.
8. Tenders received after due date and time as mentioned in the tender document will not generally be entertained.
 - (A) Tenders not submitted in the appropriate, prescribed form and not completed in all respect, are likely to be rejected.
 - (B) The tender with terms 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".
 - (C) Tenderer shall not be entitled to claim any costs, charges or incidental's or inconnection with the preparation and submission of their tenders even though sambhar Salts Limited may elect to withdraw the notification of tender to reject all tender, without assigning any reason thereof.
 - (D) Each Tenderer should submit :
 - (i) Latest Income Tax clearance certificate alongwith attested copy of the Income Tax Return for the year ending 31st March,2009 from Appropriate Income Tax authority in the form prescribed by the concerned department.
 - (ii) A Photostat copy of the License under the contract Labour (Regulation and Abolition) Act.

9. Opening of Tenders

- (A) Tenderers will be opened at 15.00 Hours on 24.11.2009 in the office of the General Manager (Works), Sambhar Salts Limited, Sambhar Lake by an officer authorized on his behalf in the presence of tenderers present. The representatives will have to establish their identity to the satisfaction of the Sambhar Salts Limited by producing introductory letter/authority from their principals etc. otherwise they will not be allowed to attend the tender opening.

- (B) Clear understanding :- When a Tenderers submits tender in response to this Tender NOTICE, he will be deemed to have understood fully about the requirements, terms and conditions No. extra payment will be made on the pretext that the Tenderer did not have a clear idea of any particular point or work or scope of the work.
4. Validity of offer :- Tender shall be valid for acceptance upto 90 days from the date of opening of the 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 or during extended period, if any, 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 in support of their having carried out similar work in past in SSL on in any other organization.
6. Award of contract :
- (A) (i) The Sambhar Salts Limited reserves the right (i) to accept in its sole and unfettered discretion any tender for whole on part quantities or to reject any or all tender without assigning any reason thereof.
- (ii) To award if 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 tenderer (S) as the Sambhar Salts Limited may think fit.
- (B) The Sambhar Salts Limited does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
- (C) Tenderers which have failed to fulfill earlier contractual obligations may not be considered.
- (D) The order of 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 Sambhar Salts Limited and both parties are bound by the terms and conditions as stipulated in the tender documents.
7. The company shall mean and include chairman & Managing director at its registered office at B-427, Pradhan Marg, Malviya Nagar, P.B. No. 146, JAIPUR –302017 as well as its General Manager (Works) at Sambhar , Who are author ised to deal with all matters relating to this contract on behalf of the company defined in Article 1 . 1 in Part – III of these Tender Documents.
8. Each page of the tender documents is required to be signed by the tender.

Date
Place

Signature of Tenderer

SAMBHAR SALTS LIMITED
(A GOVERNMENT ENTERPRISE)
SAMBHAR LAKE. (RAJASTHAN)

Tender No.

Dated

Part - II

DETAILED TENDER NOTICE AND THE TERMS & 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 (Instructions to Tenderers) the following terms and conditions will apply to the contract. The terms & conditions given below even if contrary to any instructions given in part – I shall prevail thereon.

ARTICLE – I : BID

- (A) Price rates/Bid is to be furnished in the prescribed performa which is annexure –I to the part – III of the tender documents. It may please be noted that the company may award the contract to the Tenderer where rate are found lowest without negotiations or after negotiations if necessary only with the lowest tenderer. Therefore you are advised to be careful and quote your lowest rates only.
- (B) The once accepted rates will remain in force and firm till the date of completion of the contract. Transportation in terms of the formula given in that in case of any increased liability due to fresh amendments statutorily enforced in the Labour Laws or in other statutory provision during the period of contract or revision of the minimum wages affecting the duration of the contract; Which involves higher financial commitment on the part of the contractor, the same will be borne by the contractor only.
- (C) 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 Sambhar 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. Sambhar 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” 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 extraction & storage work will be required to be done in accordance with the scope and schedule of extraction & storage work (as given in part II of the tender document).

ARTICLE -2 : DEFINITIONS AND INTERPRETATION.

- 2.0 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 "sambhar Salts Limited", A Company within the meaning of companies Act., 1956 having its registered office at Sambhar 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 "Contractor" : shall mean
.....
..... in the state of _____ and shall include its lawful successors and assignees.
- 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 carryout the transportation and storage of salt at Sambhar Lake 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 Sambhar Lake.
- 2.5 Works denoting mescaline 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 fromto.....or for any further date extended with written consent of the parties.

ARTICLE 3 : SCOPE AND SCHEDULE OF WORK

As per part III Annexure – A of this Tender Notice i.e. special conditions for transportation work of salt from sidings / stores to P.S. PLANT/ I.D. PLANT for the year 2009-2010.

3.A Contract period

The contract will be for a period fromto , but not later than , unless and otherwise the period is extended at the sole discretion of Sambhar Salts Limited only. The successful Tenderer will have to take the job in hand within 15 day's from the date of acceptance of their tender, or the date specified as above.

3. B ABOUT QUALITY OF SALT ,

The contractor will have to ensure the quality of salt during the extraction & storage of salt and should execute the work to the entire satisfaction of the General Manager (Works) with utmost care towards quality, Adequate labour shall be provided by the contractor for loading, unloading and heaping of quantity of salt as per scope and schedule of work.

3.C BINDING NATURE OF THE CONTRACT

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

ARTICLE 4 - GOVERNING LAWS AND RIGHT OF INDEMNITY OF THE COMPANY.

The contractor shall indemnify the company represented through the chief 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.

- 4.1 The contractor shall comply with all the provisions of the statutory Acts and rules framed hereunder particularly in respect of the Factory Act. 1948 the payment of wages Act. 1936, 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 inforce in the state during the currency of the contract. The contractor shall indemnify the company for the penalties on account of breach of any of the conditions, there under.
- 4.2 The company shall remain indemnified by the contractor against any claim arising under the payment of wages Act, or the payment of Bonus, C.P. Fund or Gratuity of compensation Act arising during the pendency of the contract. All such claims will be met with by the contractors themselves from the payment made to them.

ARTICLE – 5 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 – 6 QUANTITY OF SALT TO BE EXTRACTED AND STORED

The contractor shall have no claim on the company as regard the quantity of salt to be extracted and stored by the contractor as the work shall be subject to availability of salt at pans. The contractor shall have no claim whatsoever on this and any other account of the company.

ARTICLE – 7 PAYMENT OF EMD ALONGWITH THE TENDER.

- 7.1 The tenderer should pay earnest money As Per Annexure-I in cash or by bank draft payable at state Bank of India, Sambhar Lake in favour of Sambhar Salts Limited., Sambhar Lake . The successful tenderer will have to deposit 3% (Three percent) Security Money of estimated value of contract including deposit of Rs. As per NIT Mentioned above. The EMD of those tenders which are not accepted, will be refunded to them.
- 7.2 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 by the sambhar Salts Limited.
- 7.3 Other terms and conditions about refund etc. of EMD.

ARTICLE – 8 SECURITY MONEY DEPOSIT AND PROVISIONS REGARDING ITS REFUND AND FORFEITURE ETC.

The contractor shall have to furnish as Security Money Deposit of an amount equivalent to 3% (Three per sent) at the value of the contract after awarding of the contract to him by the company in cash or in the form of demand Draft of schedule bank in the name of sambhar salts Limited only.

8.1 Interest will not be allowed on EMD/ 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 Earnest Money Deposit with the company. No interest will be allowed on the Earnest Money Deposit paid in cash/demand draft. The company further reserves the right to adjust the Earnest 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 Earnest Money Deposit to the full amount.

8.2 **Refund of EMD/ S.D.**

On satisfactory performance of the contract and on receipt of "No Demand" certificate from the GM(W) the EMD will be refunded to the contractor provided that no claim whatsoever against the contractor is made and nothing is due from the contractor is made and contractor has completed the work to the entire satisfaction of the company.

8.3 **With – holding or forfeiture of EMD/ S.D.**

Without prejudice to the rights of the company to claim damages arising on account of breach of contract under the contract Act 1972 the EMD 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.

8.4 **Recovery from S.D.**

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.

8.5 **Company's lien on the EMD/ S.D.**

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 right of the company to recover the amount of any such claim by other remedies legally available.

8.6 **Company's right to draw out from the EMD/ S.D.**

In the event of any breach of any term and condition of the contract, the company shall have the right to draw out of the EMD 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 Sambhar Salts Limited/Hindustan Salts Limited to this effect.

8.7 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 bearing thereupon.

8.8 In the event of the forfeiture of whole or part of the EMD, the contractor shall deposit further sum with the company so as to maintain the full amount of EMD.

8.9 Deffering the refund of the EMD

This EMD shall be refunded on the satisfactory completion of the contract certified by the General Manager (Works) of Sambhar, 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 EMD or any portion thereof which may be due to the contractor until such difference and dispute shall have been finally settled or adjusted.

ARTICLE - 9 OPENING OF TENDER

Tenders will be opened in the office of the General Manager (Works), Sambhar Salts Limited , Sambhar Lake at 15.00 hrs. on 24.11.2009. The tender in which any of the prescribed conditions are not fulfilled is liable to be rejected. The Chairman – Cum – Managing Director, Sambhar Salts Limited, Jaipur reserves the right to accept any tender/or to reject any or all the tenders received without assigning any reason.

ARTICLE - 10 : DUCMENTARY PROOF REGARDING CAPACITY :

Tenderer shall produce documentary proof of his capacity and experience in support of his capacity having undertaken and carried out similar work both in volume and nature.

ARTICLE - 11 : CANVASSING ETC. IS PROHIBITES

- 11.1 Canvassing in connection with the tender is strictly prohibited and tender is liable to be rejected.
- 11.2 Any 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 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 insure, 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 Sambhar Salts Limited 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 Sambhar Salts Limited in such manner and on such evidence or information as it may think fit and sufficient and its decision shall be final and binding.

ARTICLE-12 : MAINTENANCE OF DISCIPLINE BY THE CONTRACTOR

- 12.1 The contractor shall be required to execute the work in a workman-like manner. The company expected the contractor and his representatives and the labour to conduct themselves in a disciplined manner. All rules and instructions pertaining to well being of the factory and its precincts, the sanitation and health etc. should be adhered to and in the event of any theft, arson or any antisocial activities on the part of the contractor, his employees or his labour, the company shall have the right to terminate the agreement.
- 12.2 The contractor shall be required to execute all operations in connection with the transportation and storage of salt in an ideal and workman-like manner. The company expects the contractor and his representatives and the labour to conduct themselves in a dignified and disciplined manner. All rules and instructions pertaining to maintenance of the pans, 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, shall have the right to terminate the agreement on this ground. The company shall remain indemnified 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.
- 12.3 The contractor shall ensure that all the operations in connection with the transportation and storage of salt 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 the under by the state.

ARTICLE - 13 : EFFECT OF ANY ADDITIONAL CONDITION

- 13.1 The tenders containing uncalled for or any additional condition are liable to be rejected.
- 13.2 No letters 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 be considered.

ARTICLE - 14 : 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 is signed by a person or partner of the firm or on behalf of the proprietors or their 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 or some one duly authorised for the purpose as per Articles of Association of the company.

ARTICLE-15: 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 - 16 : Arrangement of Labour Force

16.1 The contractor has to arrange sufficient labour. He should also have sufficient labour to keep up the unloaded salt and heaps raised simultaneously.

16.2 Supervision and control over the Labour.

The supervision and the control over the labour employed by him shall directly be of the contractor but orders issued by the General Manager (Works) or any of his officers on his behalf for restraining or for bidding the employment of any individuals in the factory for any specific reason shall be promptly obeyed by the contractor. He shall also abide by the orders of the General Manager (Works) regarding the number of labourers to be employed for the proper conduct of the work under the contract.

16.3 Payment of wages by the company to the workers engaged by the contractor on behalf of the contractor.

On behalf of the company the General Manager (Works), Sambhar Salts Limited, out of the pending bills of the contractor with the company, of all the legitimate dues of the workers employed by the contractor in connection with the execution of this contract if the contractor fails to make the payment after due notice.

16.4 Maintenance of records of payment to labourers :

Proper Muster-roll records will be maintained by the contractor and these records will be made available for inspection by the Circle/Incharge/ Welfare officer/ any authorised representative of the company atleast got countersigned.

16.5 Maintenance of Labour Records.

The contractor will also ensure that the wage books containing the records of the earnings of the workers are duly maintained and issued to the workers and the payment are made to only those workers whose attendance has been countersigned by the company officer.

16.6 Compliance of the provisions of the contract Labour (regulation & Abolition) Atc, 1970 and other Labour Laws statutory obligations.

The contractor shall have to comply with all the provisions of the contract Labour (Regulation & Abolition) Act, 1970 and also other labour enactments work. The successful contractor will also have to comply with the statutory obligations with regard to the labour Laws and Rules made applicable by the central/state Gove. From time to time.

16.7 Recovery of Advances.

The Sambhar Salts Limited shall in no way be responsible for the recovery of any advance made by the contractor to the labour employed by him or other connected with the work.

16.8 Working on Holiday/Sunday.

The contractor will provide sufficient labourers and manage the work, if required to do so, even on holidays at the agreed rates by the company. No extra payments shall be admissible on this account. The work shall have to be managed on all days round the year and all the operations connected with the transportation & storage of salt shall have to be performed subject to the provisions of the Factories Act and the Minimum wages Act, if and when required by the company.

16.9 Non Employment of unaccepted persons.

“In case any labourers/supervisor/person employed by the contractor is found to be acting a manner which is considered to be detrimental/prejudicial in any manner to the interest of the company, he shall be removed by the contractor. The breach of this will entitle the company to rescind the contract”.

ARTICLE - 17 : PAYMENT OF ELECTRIC & WATER CHARGES.

The contract shall have to pay elect & water charges for the period required by the contractor at the rates fixed by company.

ARTICLE -18 : SUBMISSION OF BILLS AND PAYMENT THEREOF.

18.1 The company shall pay the contract price fortnightly/ monthly on receipt of bill from the contractor.

18.2 Certificate to be furnished alongwith each bill.

The contractor shall furnish a certificate at the time of submission of each bill that he has faithfully completed with all provisions contained in the statutory Act & Rules including labor laws applicable to salt works and haulage work or in connection with haulage work.

ARTICLE - 19 : 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 Limited/ 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 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 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 - 20 : JURISDICTION :

Subject to Article 19 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 a court of competent jurisdiction at Jaipur in the state of Rajasthan.

ARTICLE - 21 : FORCE MAJURE AND OBLIGATION TO COVER UP THE SHORT-FALL IF ANY OF THIS GROUND.

If the company/contractor is prevented from or delayed in performing any of its obligations under the contract by Force Majure, then it shall notify to the company/contractor of the circumstance of which is hereby delayed or prevented and the company/contractor may/thereby be excused with the performance or punctual performance as the case may be of such obligations for so long as the circumstances of prevention or delay constituting force majure continue. However, any shortfall in targetted quantity of salt shall be made good/covered up by the contractor by engaging more numbers of trucks and labour etc. So that monthly target of the prescribed month may be fulfilled in that month itself or if it is not possible then in the next month positively.

ARTICLE - 22 : SUB- LETTING OF CONTRACT :

The successful Tenderer shall not sublet or assign this contract or any part thereof without obtaining prior written permission of the company. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, the Sambhar Salts Limited shall have the right to cancel the contract, and the successful Tenderer shall be liable to pay for any loss or damage which the Sambhar Salts Limited may sustain in consequence. Even in case subletting is permitted by the Sambhar Salts Limited , it will the person or party to whom the contract has been sublet and the successful tenderer will be held responsible for the satisfactory performance of the contract.

ARTICLE - 23 : RECESSION AND CANCELLATION OF CONTRACT :

In case the contractor fails to haul the quantity of salt as stipulated in the schedule of work (in Article-3 of these Tender documents) or any revision thereof depending upon the production of salt in various Kyars. And if the company apprehends the performance to be below average then the company reserves the right to rescind the contract or to allot a part of the contracted quantity to any other party for its haulage etc. and recover from the said contractor the loss, if any incurred by the company in doing so a part from his liability as mentioned in Article 03 above. The company can take over the work departmentally also (manual or mechanical) at any time on contractor failure to execute the extraction & Storage work as per scheduled programme of extraction & Storage at company's sole discretion. However, prior information will be given to the contractor in this regard.

- 23.1 Any breach of conditions of this contract or its contractor shall entitle the company to rescind the contract.
- 23.2 Any insincere 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 the debarred from continuing business transactions with the company and the contract will be liable in the terminated.
- 23.3 Any external pressure exercised by the contractor on the company's officials in any form shall render the contract liable to be terminated.
- 23.4 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 fulfill its obligations under the contract for reasons other than those relieving him from the responsibility under any of the provisions of the contract.

- 23.5 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.
- 23.6 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.
- 23.7 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 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 slow as in the opinion of the company the work can not be completed in time , or he refuses, or neglects to carry out the direction given to him by the authorised officials of 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 carryout 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 rights of the company and notwithstanding the obligations of the Contractor under the contract arising from the acceptance of this tender or the revise offer or counter offer in response to this tender or in consequences of this NIT in the event of any failure on the part of the contractor. The Company will be free to get the same executed in any manner at the risk and cost of the Contractor and the additional burden on this account, if any, will be borne by the contractor, and can be realised from the Contractor's pending bills/ Security money deposit or any other dues. This is without prejudice to the Company's claim for other losses and damages that may arise due to the failure of the Contractor to keep upto the terms of the contract.

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.

24.3 **Liquidated damages:**

Any party to the Contract arising from the terms and conditions herein contained failing in performing their obligations under this contract will be responsible for the liquidated damages which is well understood by the parties to this contract to this contract that the same is genuine pre estimate of the probable damages at the time of entering into this contract and in view of this the liquidated damages are fixed at Rs..... lakhs.

ARTICLE - 25 : DEDUCTION OF INCOME TAX AT SOURCE

If applicable shall be deducted at source.

ARTICLE - 26 : 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 any shall not be deemed a waiver of any right of the company to insist upon the strict performance there of no shall any purported oral modification or revision of this contract by the company operate as waiver of the terms thereof provided always that liability of the contractor shall be limited to the scope of work undertaken herein.

ARTICLE - 27 : 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 - 28 : CHANGE IN CONSTITUTION

On the death or retirement of any partner of the successful Tenderer/Firm before complete performance of the contract, the Sambhar Salts Limited may at his option cancel the contract and in such case the Tenderer shall have no claim whatsoever to be compensated by Sambhar Salts Limited without prejudice to any of rights or remedies under this contract, if contractor is proprietorship concern and the proprietor dies during the performance of this contract, the Sambhar Salts Limited shall have the option to terminate the contract without compensation and the company will be entitled to recover its claim from his/her legal heirs and from the property moveable or immovable of the contractor.

ARTICLE - 29 : NOTICES :

Any notice hereunder may be served on the contractor by registered mail at his last know address. Proof of issue of any such notice will be conclusive of the contractor having been duly informed.

ARTICLE - 30 : 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 & III these tender documents.

(Name & Signature of the Tenderer)

Date :
Place :

Complete Postal Address
.....
.....
.....

Encl : As above.

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PART - III

SPECIAL CONDITIONS FOR EXT.& STORAGE OF KYAR, RESHTA, & PAN SALT FROM SAMBHAR LAKE M.L. PAN WORKS/ DEODANI PAN WORKS, & GUDHA, NAWA.

The contractor shall have to execute the work for Extraction & Storage of salt as per stipulated programme so as to complete this work by the end of

- (i) The contractor shall heap the salt wash and make it free from all visible impurities. Break the lumps and duggals etc. & load it into the trucks by rail/camel cart/ tractor & unload the same at the salt stores and carry out picking of impurities and dressing etc. at the salt stores as directed by circle officers.
- (ii) The contractor shall heap up the reshta salt without mixing with the kyar crystals salt.
- (iii) At Nawa Kyar, Gudha Kyar Restha or Kyar salt shall be heaped in the pans, wash and make free from visible impurities both in the pans and at the stores. The heap will be of the required height and properly shaped and dressed, for measurement. The orders of the General Manager (works) or the Sr. Manager/ Manager (Production) Incharge and their Asstt. Shall be promptly obeyed by the contractor and his representatives No dirty salt or dull appearance salt rejected by the circle officer or their assistant shall be extracted or brought to the stores or heaps. If any dirty of dull appearance salt is brought to the salt stores, it shall have to be removed by the contractor immediately at his own cost at the site indicated by the company.
- (iv) The measurement will be done by the officer of the company (Inspector/Jr. Manager (P) as may be authorised by the General Manager (Works) under the personal supervision of the Manager (Production) of the circle concerned and in pursuance of the contractor or his duly authorised agent. The record of the measurements will be duly authenticated by the officers of the company and then contractor/ his agent.
- (v) At Deodani pan/M.L.Pan Works the contractor shall dig, break duggal and load into trucks, the salt lying on pan edges awaiting storage Carrying by rail / Vehicles, unload the same at the salt stores, carry out picking thoroughly of all visible impurities & break the duggal or lumps etc. and dress salt stores.
- (vi) If any lumps or duggals of the salt are found at the salt stores or the heap while the salt is being unloaded, the contractor shall make necessary arrangement for breaking them and for dressing the salt to the satisfaction of the receiving officer and in the event of the failure, the company shall have the right to get it done by employing hired labour and sprinkling of Water by tractor, the cost of which shall be recovered from the contractor's bill (S) including all charges.
- (vii) If any portion of the salt in the pans cannot be washed properly due to paucity of brine or if the salt is of sub-standard quality, the same shall not be heaped up by the contractor without prior permission of the circle officer concerned.

1. (a) The contractor shall be required to execute all operations in connection with the extraction and storage of salt in an ideal and workman like manner. The undertaking expects the contractor and his representatives and the labour to conduct them selves in a dignified and disciplined manner. All rules and instructions pertaining to maintenance of the kyars. General welfare of the factory and its precincts, the sanitation health etc. should be adhered to and in the event of any their arson or any antisocial activities brought to the notice of the company, the company shall have the right to indemnified against any claim for loss of compensation arising out of the any theft, arson or any antisocial activities or damages to the salt and the property etc. or out of such termination of the agreement.
2. Payment shall be made to the contractor fortnightly on daily measurement conducted by the circle officer or by any other officer deputed by the General Manager (Works) for the purpose for the quantity of salt stored in the various stores of the company's salt stores.
3. The contractor shall pay the charges for the use of the lorries water tankers and all other materials at the rates fixed by the company as shown in the schedule, The hire charges of the materials hired from the Railway for the purpose of extraction and storage of salt shall be deducted in full from the contractor's bill.
4. The contractor shall ensure that all the operations in connection with the extraction and storage of salt 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 the under by the state He shall not employ any labour or allow any worker to work on the factory beyond the working hours and failing he shall be considered as violation of the factories act for which he shall be solely responsible. The working hours of the labour will be from sunrise to sunset unless expressly otherwise allowed by the General Manager (Works) in writing.
5. The contractor shall provide adequate labour and make their employment and distribution of them in such a way as to allow heaping and transport to proceed expeditiously and shall avoid detention of truck as far as possible.
6. The supervision and the control of the labour shall directly remain under the contractor but any order issued by the General Manager (Works) of the company or any of his authorised representatives for forbidding the employment of any labour in the factory for any specific reason shall be promptly obeyed by the contractor. He shall also abide by the order of the General Manager (Works) and the circle officer, regarding the No. of labour to be employed for the proper conduct of the work under this contract.

7. The work shall commence on such date as the General Manager (Works) shall order.
8. The company shall in no way responsible for the recovery of any advance made by the contractor to labourers or others connected with the work but reasonable assistance shall be given to the contractor by the company in affecting such recoveries and all or on his behalf shall be employed on the contract work provided that in the event of labour being required for urgent company's work while extraction and storage is in progress, the company shall have right to take the local labour from the execution for such work.
9. The contractor shall be given at least 48 hours notice to arrange for labour for each pan/ kyar salt that is to be opened. If the salt in the pans be spoiled through when the pan is ready for extraction, he liable to pay such sum to cover the loss as it may be assessed by the General Manager (Works).
10. The contractor shall make his own arrangements for providing accommodation to the labourers and the under taking shall not accept any liability on this account.
11. (a) Kyar salt or Reshta salt shall be heaped up in the pans washed extracted and free of its impurities both in the pans and at the stores. Stored and dressed properly. The orders of General Manager (Works) or the Senior Manager the manager (Prod), Incharge and their assistance shall be promptly obeyed by the contractor and his representatives No dirty salt or discolored Reshta salt rejected by the circle officer or their assistance shall be extracted or brought to the salt store or heaps. If any dirty or discolored Reshta salt is brought to the salt stores, it shall have to be removed by the contractor immediately and at his own cost. In the event of his failure to remove it the General Manager (Works) may cause it to be removed at the risk and expense of the contractor. Any detention of load on this account shall lie on the contractor.
(b) The contractor shall engage sufficient number of laboures for proper picking of all visible impurities both in the kyar as well as at the salt stores. For the execution of this operation the contractor shall engage minimum number of pickers as directed by the circle officer.
(c) The contractor shall engage the sufficient number of labourers on unloading point as per direction of Incharge.
In case less number of labourers are engaged by the contractor, the General Manager (Works) may cause the shortage to be make up at the risk and expense of the contractor.

12. At the stores the cubic contents of the salt or Reshta in the truck or cart shall be taken for the purpose of estimation and the truck shall be loaded with salt of reshta in such a way so as to allow for settle in the trucks by vibration in transit. Any dispute regarding the measurement of salt be settled by the General Manager (Work) and his decision shall be final and binding.
13. The contractor shall make its own arrangement for the supply of water to his labourers for drinking and other purpose. If he desired to hire empty water tanker he shall have to pay hire Rs. 50/- per day for it and for water also if provided by the company at a rate fixed by the undertaking subject to its availability. In case water is taken direct from the taps by the labour the contractor will have to pay Rs. 50/- per tanker per day.
14. The slewing of the track at the stores shall be done by the extraction and stores contractor at his own cost to facilitate stores and to avoid the lead for carriage of the salt. After the extraction is over the contractor shall have to bring all the temporary track so issued for slewing or laying at its original place. He shall have to hand over back the track so issued. In case he does not attend to the work. The General Manager (Works) of the company shall after issuing a notice in writing to this effect to the contractor order to engage labour so as to get the work done and the wages and other dues to such labour shall be deducted from the contractor's bill of Extraction & storage of salt.
15. (A) The contractor shall be liable to pay all claims accruing due to the damages to the trucks hired from the Company whether occasioned by fair wear and tear or through the negligence on the part of the contractor or any of his employees. The decision in regard to responsibilities for damages occasion to the company's permanent way of rolling stock by any act of negligence of any person in the event of any appeal to the Managing Director, his decision shall be binding and final. The appeal shall be filed no later than the 30 days from the date of order appealed against.
(B) The contractor shall be liable to pay all claim made by the General Manager (Works) for damages to all rolling stock obtained from the company occasioned by any act of negligence on the part of any person in the employment of the contractor. In the event of an appeal to the Managing Director his decision shall be final. Such appeal shall be filed not later than 30 days from the date of the order issued.
16. The store shall be raised by the contractor according to the requirement of the company during unloading of salt, to accommodate maximum possible quantity of salt.

17. (a) The contractor shall pay the labour and the workers employed by under this contract not less than minimum rates of wages notified from time to time by the state under the minimum wages Act, 1948. The rates of wages fixed together with the contractor from the under rule 22 of the Rajasthan minimum wages Rules, 1959 shall be displayed in English and in Hindi on the notice board near the place of working.
 - (b) When a worker employed by the contractor works for more then 9 hours on any one day or more than 48 hours in any week the contractor shall pay him over time wages in respect of over time work in accordance with rules 26 of the Rajasthan minimum wages Rules, 1959 where these provision are applicable.
 - (c) The contractor shall allow to the workers, employed by him weekly holiday with wages rules 28 of the Rajasthan minimum wages Rules 1959 and shall also fix working hours for a normal working days required under section 14 of the minimum wages Act, 1948 where leave with wages is admissible under section, 79,80 and 83 of the factories act.
 - (d) The contractor shall maintain all record and registers required under various Acts. And shall also exhibit notice as required under the rules laid down by the state under the labour legislation. He shall be responsible for the submission of all the date and the returns to the authorities concerned and the General Manager (Works) as required under labour legislation.
 - (e) The contractor shall furnish certificate at the time of submission of each bill that he has faithfully complied with all provision contained in statutory Act. And Rules including labour laws (Applicable to the Salt Industry).
 - (f) The contractor shall be fully responsible for the observance of all such Acts and Rules mentioned in the conditions of the contract.
18. (a) The contractor shall not employ any staff or workers who is employed or is working with the Company. The Company's employees in respect of whom the contractor makes a request shall be released on foreign services terms as may be laid down by the Company. The person who is placed on deputation with the contractor shall revert to the Company's service whenever the General Manager(Works) so desires. The Company shall also allow its employees to work on part time jobs with the contractor under such conditions as may be settled in advance with the Company and the same shall be subject to the statutory provision if any.
 - (b) The contractor shall have to produce all the records connected with contract before the Circle Officer concerned for check at least once a month or when demanded by the Company. The contractor shall maintain the records of the work done by each of labourers employed.

19. This agreement shall bind the contractor his/ their executer and assignees provided that no assignment of the contractor shall be permissible without the consent in writing of the General Manager (Works).
20. The Security deposit/Earnest Money shall be refunded to the contractor three months after the date of completion of contract and on submission of a 'No demand Certificate' provided that no claim shall lie against the Company in respect of interest thereon or for any loss of depreciation there of while in the custody of the Company.
21. A person signing the Tender form or any documents forming part of the contract on behalf of the firm shall be responsible to produce a proper power of attorney duly executed in this favour stating that he has authority to bind such other persons of the firm as the case may be in all matter pertaining to the contract including the arbitration clauses. If subsequently the person so signing the tenders fails to provide the said power of Attorney with in a reasonable time, the Company may without prejudice to other Civil and Criminal remedies cancel the contract and hold the signatory liable for all costs and damages.
22. The contractor shall make all and every part of this contract deed binding on his heirs and successors.
23. The contractor shall frame standing orders of the workman directly employed by him under the Industrial Employment (Standing Order Act.1946) which shall confirm to the model standing orders laid down under industrial Employment (Standing orders) Central Rules, 1946, failing which the said model standing order would be deemed to have become applicable to the workman employed by him.
24. The contractor shall be responsible to provide various amenities and benefits to his worker as admissible under the Labour legislation and shall also be responsible for taking necessary licence and its renewal from year to year as required under the Factories Act.1948.
25. The contractor shall have to pay Elect. & Water charges for the Elect. & Water supplied in the colonies at various places for the period required by the contractor at the rates fixed by the Company.
26.
 - (A) The contractor shall provide at least 8 gang Baramasies and one mate to look after the M.G. track on C.S.No.1,2,3,4 high level through out the day during storage on either side of stores.
 - (B) The contractors shall provide 6 gang Baramasies and One Mate on C.S.No.7 & 8 for the maintenance of M.G. track through out the day.
 - (C) The track laid down on stores shall be carried back by the contractor to its original places after the extraction & Storage of salt.

- (D) In case, the contractor fails to employ adequate labour for the P. Way , the contractor can be asked to employ more labour than the prescribed number of labourers under the above clauses so as to complete the work satisfactorily and expeditiously failing which adequate labour will be employed by the General Manager(Works) at the contractor's costs.
27. The measurements of the trucks will be done by officer of the Company (Inspector/ Asstt. Manager (Prod./ Comm.) of salt as may be authorised by the General Manager (Works) under the personal supervision of the Manager, of the Circle concerned and in presence of the contractor or his duly authorised representative. The record of the measurement will be duly authenticated by the officer of the company and the contractor/his agent.
- 28 Before heaping of salt in the Kyars it should be ensured that the crust of salt remains covered with brine upto a depth of minimum 1"-2". Loosening of salt, locally termed as "Godhi" will be done with the help of spadas. Heaping of salt will be done with the help of wooden planks locally called "Kathawari".
29. (A) On the discretion of the management contractor can be allowed tractor for the loosening of crust in Kyars.
- (B) (a) Nawa Kyar :- Extraction and Storage of salt at Nawa Kyar will be done through two modes as mentioned below :-
- (i) Through Camel Carts say manually.
- (ii) Through Tractor and JCB Machine say mechanically.

Separate EMD @ Rs. 50,000/- for each work mentioned at (i) & (ii) will be required to be deposited, for every system separately.

- (b) From Kyar Pan Numbers i.e. 21, 22, 23, 27, 28, 36, 37, 38, 39, 40, 41, 44 & 45 = 13 Nos, salt will be extracted & stored through Camel Carts (Manually).
- (c) From Kyar Pan Numbers i.e. 16, 17, 18, 19, 20, 24, 25, 26, 31, 32, 33, 34 & 35 = 13 Nos. salt will be extracted & stored through Tractor/ JCB Machine (Mechanically).
- (d) 50,000 MT salt shall be extracted each from aforesaid two means i.e. 50,000 MT through manually and 50,000 MT through mechanically.
- (e) Monthly targets shall be as under :-
- (i) Through Camel Carts (Manually) 3,000 MT in a fortnight or 6,000 MT in a Month.
- (ii) Through Tractor and JCB Machine (Mechanically) 3,000 MT in a fortnight or 6,000 MT in a Month
- (f) Contractor will be allowed to scrap kyar salt and transportation by tractors & loading of salt on to tractor trollies through JCB machine remaining Reshta Salt of the crystallizer will be heaped up manually by the same contractor & stored by the camel carts for which contractor will be paid the same rates, of extraction and storage allowed for the mechanical system.

- (g) Extraction & Storage of salt through mechanical system will be on sole discretion of the company. Contractor may be allowed with utmost care tractor for loosening of kyar salt crust, scrapping of salt into heap lets & loading of loose kyar salt into the tractor trollies through JCB machine without damaging of salt bed of crystallizer, in case of damages to the salt bed cost for the same will be recovered from the contractor's bill. Thereafter such type of activities will not be allowed to repeat.
- (h) If work of extraction and storage for kyars is allotted to any contractor through mechanical system & if management observes that kyar beds are being damaged, then that kyar will be allotted to the contractor who has been awarded the extraction and storage work through manually. In this regard the decision of the management shall be final and acceptable to the parties.
- (i) Similarly, if work of extraction and storage for kyar is allotted to any contractor through manual working and if management observes that the kyar can be extracted mechanically, then that kyar will be allotted to the contractor who has been awarded the extraction and storage work through mechanically. In this regard the decision of the management shall be final and acceptable to the parties.
- (j) There can be two contractor for two different work or one contractor for the two works as the case may be.

30. Method of determination of quality of salt to be extracted and hauled by the contractor for the purpose of making the penalty clause operational. The following procedure is hereby made which is to be strictly adhered to impose the penalty on the contractor for deterioration of quality due to his negligence :-

(A) Sample No. 1 :- A representative sample will be drawn from the salt crust in the crystallisors ready for extraction for which at least 20 samples will be drawn from 20 different points in the presence of the contractor or his authorized representative (authorization would be in writing and I/C R&D) Laboratory. The intention of drawing the sample be informed by the circle officer in writing to the contractor and I/C R&D Laboratory duly acknowledged. These all 20 samples will be mixed and sample of salt will be drawn as per the standard method prescribed by Bureau of Indian Standards (The Circle officers may refer the extract from the relevant standards of Bureau of Indian Standards). The final sample would be divided into

three parts duly properly sealed one would be handed over to the contractor or his authorized representative second will be sent to I/C R&D Laboratory for analysis and third will be kept by the respective circle officer. The acknowledgement for the receipt of the sample by the contractor and I/C R&D Laboratory will be taken by the respective circle officer. The sample handed over to the I/C R&D Laboratory would be analysed for all the parameters and report of this analysis would be given to the circle officer in writing by the I/C R&D Laboratory duly acknowledged. The circle officer will hand over the copy of this report to the contractor or his authorized representative (authorization would be in writing) duly acknowledged by him. The analysis of this stage would be the reference point for further action to be taken by circle officer to maintain the good quality. It is a fact that inherent impurities from the crystallisors can not be removed by simple washing.

- (B) Sample No. 2 :- After the first sampling respective circle officer will allow the contractor to extract the salt from the kyar under his strict supervision/ control. After completion of the heaping the sample will again be drawn in the same manner as done at the time of first sampling and the procedure as mentioned above will be adopted. Again this sample will be a reference sample to assess that upto what extent washing is required to bring the salt to the best quality in kyar.
- (C) Sample No. 3 :- After satisfactory washing by the contractor the samples will be drawn adopting the same procedure as mentioned above. After receiving the results from R&D Laboratory and communicating the final result to the contractor in writing duly acknowledged by him, the contractor will be allowed to start the storage of the salt. The sample drawn at this stage would be the criteria for the imposition of penalty.
- (D) Sample No. 4 :- Daily samples will be taken by the Manager (Comml.) adopting the same procedure as mentioned above and after completion of haulage work, all the sample on daily basis will be mixed and a representative sample will be drawn for the final analysis. These results will be communicated by the I/C R&D Laboratory to the Manager (Comml.) in writing who will convey the same to the respective circle officer and the contractor in writing duly acknowledged. This analysis would be the point for the imposition of penalty.

- 2- It would be the duty of the respective Circle Officer to provide and extend help to contractor for washing of salt i.e. the Circle Officer would supply him sufficient quantity of good quality of Brine for washing of salt. In case due to any reason if it is not possible to bring the quantity to the desired standard , the facts would be brought to the notice dispute between the contractor and Circle Officer regarding providing the facilities, i.e. same will be settled by the General Manager (Works) on the recommendations of the committee constituted of Manager(P.& A.), Incharge (R.& D.) & one representative appointed by the General Manager(Works) from Production area other then the member whom this dispute has arises.
3. The penalty statement will be prepared by the respective circle officer and attached with the bill of the contractor for further processing the bill for payment.

SUMMARY OF THE ABOVE CLAUSE

The penalty is to be calculated on the differences of the heaped washed salt in Kyar and analysis done for the salt at the Central Stores as per penalty clause No.32 (iii) provided there is no dispute between Circle Officer and the contractor for providing the facilities for washing of salt or due to any other reason on the part of the Company effecting quality of salt at any stage directly or indirectly.

31. Scope and Schedule of work as per Annexure "A"

32. PENALTY CLAUSPE

- (I) PENALTY IN REGARD TO QUANTITY :

The contractor will have to make daily extraction & storage of salt from the different Kyars/ Pans as under :-

(a) Haulage of salt by Rail :-

Kyar 7-8 minimum 4 trips for 430 MT per day

Kyar 9-10 minimum 4 trips for 430 MT per day

Jhapog Kyar minimum 3 trips for 300 MT per day

New Kyar minimum 6 trips for 300 MT per day

Main Line Pan Works minimum 6 trips for 350 MT per day

Deodani Pan Works minimum 2 trips for 200 MT per day

If contractor make extra trip from the above fixed trips from respective kyar/ pan works 10% incentive of the contract rate will be paid subject to full fill the another conditions satisfactorily on the other hand if contractor remained fail to make haulage of salt as per above fixed trips from the respective kyar/ pan works 5% penalty of the contract rate for each trip will be recovered from the contractor's bill, for which a trip of minimum 100 MT salt in the case of M.G. Train and minimum 50 MT salt in the case of N.G. Train on received basis will be counted.

NOTE: Relaxation in less quantity from above haulage fixed can be considered in case of less availability of salt or losses of time due to defect in Locomotive & railway tracks etc. or natural causes on the recommendation of the circle officers .

(b) Haulage of salt by Road :-

Nawa Kyar

(i) Through Camel Carts (Manually) 3,000 MT in a fortnight or
6,000 MT in a Month.

(ii) Through Tractor and JCB Machine (Mechanically)
3,000 MT in a fortnight or
6,000 MT in a Month

Gudha Kyar 200 MT per day

M.L. Pan Works 80 MT per day

Deodani Pan Works 50 MT per day

(i) In case of failure in making extraction & storage of above quantity by road from Nawa, Gudha Kyar, Main Line Pan Works & Deodani Pan Works a penalty of Rs. 1/- (Rupees one only) per M.T. will be imposed and recovered from the contractor. The contractor will be allowed for heaping and lying the track at New Kyar 4 days. For Kyar No. 7-8, 9-10, Jhapog, Gudha and Nawa heaping upto 3 acres Kyars are to be taken as one day and for other 2 to 3 days for every three acres. Last two days of extraction and storage of salt will be treated as one day for every kyar pan/ set as the case may be.

(ii) If the contractor make extraction and storage a quantity has less than 320 MT salt per day from kyar No. 7-8 and 9-10 and 220 MT from Jhapog and 240 MT from Main Line Pan Works and New Kyar and 200 MT from Deodani Pan Works, by rail a further penalty of Rs. 1000/- (Rupees One Thousand Only) from Kyar No. 7-8 and 9-10 and Rs. 600/- (Rupees Six Hundred Only) Per Day from Jhapog, Deodani Pan, Main Line Pan Works and New Kyar will be charged extra from the contractor to meet up the loco running and administrative charges.

(iii) PENALTY CLAUSE

In case of any default by the supplier/ contractor, 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 deemed appropriate by the company considering fact & circumstances of the case.

(iv) PENALTY IN REGARD TO QUALITY

The contractor has to strictly maintain the quality of salt during extraction and Storage of salt as per sample drawn as per procedure elaborated above. In case of failure not to make extraction and storage of salt as per salt sample, a penalty will be levied on deterioration of quality during extraction and storage of salt @ Rs. 2/- Per MT for every 0.1% increase in sulphate contents and similarly Rs. 2/- Per MT every 0.1% increase in insoluble contents. However, the maximum penalty amount will be Rs. 5/- Per MT in total, further both the above penalties will be levied simultaneously. This would be applicable in all manufacturing circles where extraction and storage of Salt is done. It will not be applicable for haulage of pan salt from the pan works.

This condition will be strictly followed by the contractor and the company's officer as well as.

33. Price Bid i.e. schedule of rates offered as contained in Annexure-I.

Annexure - I

सॉभर साल्ट्स लिमिटेड
एक सरकारी उपक्रम
सॉभर लेक

निविदा प्रपत्र

वर्ष 2009-2010 के लिए सॉभर देवयानी पैन व गुढा क्यार में नमक निकलाई एवं भण्डारण कार्य हेतु निम्न विवरणनुसार दिनांक: 24/11/2009 को दोपहर 2.30 बजे तक मोहरबन्द निविदायें आमन्त्रित की जाती हैं।

क्षेत्र एवं कार्य का विवरण

अवधि 1 दिसम्बर 2009 से 30 जून 2010 तक
सॉभर देवयानी पैन व गुढा क्यार से नमक निकलाई एवं भण्डारण हेतु नमक की मात्रा व देय अमानत राशि ।

क्र. सं.	कार्य का विवरण	अनुमानित मात्रा	अमानत राशि, अनुमानित लागत की 2 प्रतिशत की दर से
1.	देवयानी पैन प्लेट फार्म से नमक भण्डारण कार्य देवयानी पैन पैन पट्टी से नमक भण्डारण कार्य	10,000	6,500/-
2.	गुढा क्यार से नमक निकलाई एवं भण्डारण	5,000	5,500/-

निविदा प्रपत्र पूर्ण शर्तों के साथ कम्पनी से सॉभर कार्यालय में रुपये 150/- प्रति निविदा प्रपत्र के लिए दिनांक: 24/11/2009 को 12.00 बजे तक जमा कराकर किसी भी कार्य दिवस में प्राप्त किया जा सकता है अथवा समस्त निविदाओं को बिना कारण बताये निरस्त करने का अधिकार कम्पनी को होगा। कोई भी पार्टी सम्पूर्ण कार्य अथवा एक कार्य हेतु भी निविदा प्रपत्र प्रस्तुत कर सकती है।

अन्तिम तिथि तक प्राप्त निविदायें उसी दिन उपस्थित निविदा दाताओं के समक्ष दोपहर 3.00 बजे खोली जायेगी।

ह0/-
महाप्रबन्धक (कार्य)

PRICE BID**Annexure - II****प्रस्तावित दरों का विवरण**

महाप्रबन्धक (कार्य)

फाईल नम्बर 02-जनरल/2009 /पार्ट- 1/

सन्दर्भ :- सॉभर देवयानी पैन व गुद्दा क्यार से नमक निकलाई एवं भण्डारण कार्य निविदा दस्तावेजों के भाग - II के अनुच्छेद 6 जिसे अलग मूल्य वाले लिफाफे में देना है।

व0 सं0	वृत्त	में0टन अनुमानित मात्रा	प्रस्तावित दरें प्रति में0टन	
			अंकों में	शब्दों में
1.	देवयानी पैन से नमक भण्डारण कार्य (प्लेट फार्म)	10,000	रु0	
	देवयानी पैन से नमक भण्डारण कार्य (पैन पटरी से)		रु0	
2.	गुद्दा क्यार से नमक निकलाई एवं भण्डारण कार्य	5,000	रु0	

नोट :- जिन कार्यों के लिए पार्टी दर देने की इच्छुक नहीं हो तो उनके सामने “इच्छुक नहीं” स्पष्ट रूप से लिखें।

हस्ताक्षर ठेकेदार

पता -----

फोन नम्बर -----

साँभर साल्ट्स लिमिटेड, साँभर लेक अपने नमक उत्पादन क्षेत्र देवयानी पैन वर्क्स एवं गुढा क्यार से नमक निकलाई एवं भण्डारण कार्य हेतु दिसम्बर, 2009 से जून 2010 तक के लिए निम्नानुसार मोहरबन्द निविदायें आमन्त्रित की जाती हैं :-

क्र. सं.	कार्य का विवरण	अनुमानित मात्रा	अमानत राशि, अनुमानित लागत की 2 प्रतिशत की दर से
1.	देवयानी पैन प्लेट फार्म से नमक भण्डारण कार्य	10,000	6,500/-
	देवयानी पैन पैन पटरी से नमक भण्डारण कार्य		
2.	गुढा क्यार से नमक निकलाई एवं भण्डारण	5,000	5,500/-

निविदा प्रति मै0टन के आधार पर प्रस्तुत की जायेगी।

इच्छुक पार्टियाँ निर्धारित प्रपत्र हमारे कार्यालय से राशि रुपये 150/- प्रति निविदा प्रपत्र के लिए नकद जमा कराकर दिनांक: 24/11/2009 को दोपहर 12.00 बजे तक प्राप्त कर सकती हैं, तथा अपनी दरें सलंगन प्रोफार्मा में भरकर बन्द लिफाफे में दिनांक: 24/11/2009 को सांय 2.30 बजे तक महाप्रबन्धक (कार्य) कार्यालय में दे सकती हैं। निविदायें दिनांक: 24/11/2009 को सांय 3.00 बजे कमेटी सदस्यों के द्वारा खोली जायेगी। इच्छुक निविदा कर्ता उक्त कमेटी के समक्ष उपस्थित रह सकते हैं, निर्धारित धरोहर निविदा के साथ अग्रिम देय होगी। बिना धरोहर राशि के निविदा स्वीकार योग्य नहीं होगी। ठेकेदारों को कार्य वर्ष 2009-10 की निविदा शर्तों के अनुसार करना होगा। कम्पनी को पूर्ण अधिकार होगा कि वह बिना किसी कारण बताये किसी या समस्त निविदाओं को अस्वीकार कर दें।

सधन्यवाद्

भवदीय
वास्ते साँभर साल्ट्स लिमिटेड,

(डी0डी0 मीणा)
महाप्रबन्धक (कार्य)

श्री -----

**SAMBHAR SALTS LIMITED
(A GOVT. ENTERPRISES)
SAMBHAR LAKE**

Fax No. :- 01425-224244

Phone No. :- 224249, 224208

E-Mail :- Sambhar@sancharnet.in

web-site :- www.indiansalt.com

- : : Notice inviting Tender : : -

Sambhar Salts Limited, Sambhar Lake invites sealed Tenders in prescribed form for the period from 01st December, 2009 to 30th June, 2010 for the work of Extraction & Storage of salt from Deodani Pan Works & Gudha Kyar upto 2.30 PM 24.11.2009, which will be opened on the same day at 3.00.

Details of the work is as under :-

S. No	Name of Work	Approximate Quantity	Earnest Money
1.	Storage of Salt from Deodani Pan Works	10,000	6,500/-
2.	Extraction & Storage of Salt from Gudha Kyar	5,000	5,500/-

The interested experienced parties can purchase the prescribed tender documents by paying Rs. 150/- in cash upto 12.00 PM on 24/11/2009. The company reserves right to cancel any or all the tenders without assigning any reason.

S/d
(D.D. Meena)
General Manager (Works)