



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, E.mail. 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 5 Nos. New M.S.Water Tanker each capacity 10.50 **Cubic Metre** $\pm 2\%$ **up to 20th January,2010 by 15.00 hrs.**

Detailed tender documents can be obtained from Company's office at Kharaghoda on payment of Rs.300/- in cash or Rs.500/- By D.D. in favour of Hindustan Salts Limited, if desired by post. 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. The tender documents may also be downloaded from our website www.hsl.in or www.indiansalt.com.

General Manager(Works)

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, E.mail. hsl_salt@yahoo.com

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

Tender No. Br/Pur/Water Tanker/2009-10/ Dt. / 01/2010

TENDER FORM

**Subject : Tender for supply of 5 Nos. of new M.S. Water Tanker
each capacity 10.50 Cubic Meter.± 2% at Kharaghoda unit
(Gujarat).**

Last Date of submission of tenders	20.01.2010 (UPTO 3.00 PM)
Date of opening of the tenders	20.01.2010 (At 3.30 PM)

HINDUSTAN SALTS LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
KHARAGHODA(GUJARAT)

Ref: Br/Pur/Water Tanker/2010

Dated: - -2010

To,
M/s. _____

Price: Rs. 300.00

Dear Sir,

Sub: Tender for supply of 5 Nos. of new M.S. Water Tanker each capacity 10.50 Cubic Meter \pm 2% at Kharaghoda unit (Gujarat).

Please find enclosed herewith the tender documents for the above mentioned work and submit your offer in prescribed tender documents in sealed cover alongwith Part-I & II of the documents duly accepted terms and conditions mentioned in the tender documents superscribing the

- (A) Tender for the work : Supply of 5 Nos. New M.S. Water Tanker each capacity 10.50 Cubic Meter \pm 2%**
(B) Last Date for submission of Tender : 20.01.2010

The tender duly completed in all respect shall be received by 20.01.2010 upto 15.00 Hrs. The commercial and technical bids of the tenders will be opened first thereafter price bid on the same day at 15.30 Hrs. in presence of the tenderers remain present. The tenderers are advised that the price bids(Annexure-I of Part-II) should be sent in separate sealed cover superscribing "Price bid" on the envelope as advised in Part-I instructions to the tenderers.

Incomplete and late tenders are liable to be rejected out rightly, however, management reserves the right to accept or reject all or any or part of the tender without assigning any reasons what-so-ever. Tenders found contrary to the terms and conditions as contained in the tender documents are also liable to be rejected without assigning any reason and entering into any correspondence.

NOTE: NEGOTIATION WILL BE HELD ONLY WITH THE LOWEST TENDERER.

Thanking you,

Yours faithfully,
For Hindustan Salts Limited,

General Manager(Works)

Encl: As above.
(One set of tender documents from page: 1 to 17)

Price :- Rs.300.00

Ref: Br/Pur/Water Tanker/2010
To
The General Manager(Works),
Hindustan Salts Limited,
Kharaghoda-382 760

Dated / /:2010

Dear Sir,

Sub: Supply of 5 Nos. of new M.S. Water Tanker each capacity 10.50 Cubic Meter
± 2%.

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

- i) Part I & II of the tender, duly signed on each paper.
- ii) Partnership deed duly attested (in case of partnership firm) alongwith a copy of the registration certificate of the firm.
- iii) Cash Receipt/Demand draft for Rs.10,000/- against Token EMD in favour of Hindustan Salts Limited, payable at SBI, Kharaghoda.
- iv) Upto date Income tax clearance certificate alongwith an attested copy of Income tax return.
- v) Price bid as per Annexure-I of the Part-II in separate sealed cover.
- vi) The declaration to the effect that we are not related to any of the Directors/Officers of Hindustan Salts Limited.
- vii) A list of Hindustan Salts Limited's Employees related to us.
- viii) Declaration to the effect that within 2 years of his retirement, no employees of Hindustan Salts Limited, has been taken under our employment.
- ix) Reference list as per para 5 of Part-I of the tender documents.
- x) Name of the Bankers and the Bank Account Numbers of the tenderer.

(Signature of the tender)
Full address:

Encl: As above.

HINDUSTAN SALTS LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
KHARAGHODA-382 760(GUJ)

PART-I

TECHNO-COMMERCIAL BID

INSTRUCTIONS TO TENDERERS:

1. GENERAL

- a) The tender should be addressed to the General Manager(Works) Hindustan Salts Limited, Kharaghoda-382 760, Distt: Surendranagar (Gujarat).
- b) Any offer or revised offer either by the tenderer or by the Hindustan Salts Limited, (HSL) made in response to this tender, when accepted by Hindustan Salts Limited, or by the tenderer will constitute a contract between the parties.

2. SUBMISSION OF TENDER:

- 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 writings. All corrections and alterations should be duly attested by the Tenderer.
- b) Tender is to be submitted in a sealed envelope in the manner prescribed below:-

Part-I and II of the tender documents should be submitted in a separate sealed cover superscribing "Techno & Commercial Bid".

- (i) The price bid should be submitted in the prescribed proforma i.e. Annexure-I of Part-II of the tender documents in separate sealed cover and superscribing "Price Bid".
- (ii) Both the sealed covers should be submitted in a separate sealed covers marked
 - (a) tender for the supply of 5 Nos. of new M.S. Water Tanker each capacity 10.50 Cubic Meter $\pm 2\%$
 - (b) Last Date for submission of Tender : 20.1.2010 by 15.00 hrs.
- (iii) The tenderer must indicate the type of concern as whether proprietary, partnership, private or public Ltd. In case of the tender submitted by a firm, it must be signed by each partner thereof. In the absence of any partner it must be signed on his behalf by a partner holding power of Attorney Authorising him to do so.

- (iv) In case of a partnership firm a true copy of the partnership deed duly attested should be furnished.
- (v) 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 alongwith the tender.
- (vi) In case of 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.
- (vii) Tenders received after the due date and time as mentioned in the tender documents will not generally be entertained.

(c) Tender not submitted in the appropriate, prescribed form and not completed in all respect, are likely to be rejected.

(d) The tender with terms and conditions in Part-I & II duly signed shall be sent alongwith the token Earnest Money Deposit, Demand Draft of Rs.10,000/- (Rupees Ten Thousand only). Earnest Money deposit shall not be kept in the "Price Bid" of tender but shall be enclosed with "Techno & Commercial Bid".

(e) Tenderers shall not be entitled to claim any costs, charges or incidentals 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 tenders, without assigning any reason thereof.

(f) Each tenderers should submit:-

- (i) Latest Income tax clearance certificate alongwith attested copy of the Income tax return from appropriate Income tax authority in the form prescribed by the concerned department.

3. Opening of Tender:

- a) Tender will be opened at 3.30 PM on 20.01.2010 in the office of the General Manager(Works), Hindustan Salts Limited, Kharaghoda-382 760 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 principals etc, otherwise they will not be allowed to attend the tender opening.

b) Clear Undertaking:

When the tenderer 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 **TWO MONTHS** 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 a reference list in support of their having carried out similar work in past in HSL or in any other organization.

6. 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 on 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 Hindustan Salts Limited, may think fit.
- (b) The Hindustan Salts Limited, does not bind himself 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 or acceptance resulting from this tender and any amendments to be issued subsequently with its terms and 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 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-302 017 as well as its General Manager(Works) at Kharaghoda who are authorized to deal with all matters relating to this contract on behalf of the Company define in Article 2,.1 in Part-II of these tender documents.
8. Each page of the tender documents is required to be signed by the tenderer.

Signature of Tenderer

Date:
Place:

HINDUSTAN SALTS LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
KHARAGHODA-382 760(GUJ)

Tender No.Br/Pur/Water Tanker/2009-10/

Dated: : :2010

Part-II

DETAILS OF TERMS AND CONDITIONS

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 (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 PRICE BID

- (a) Price bid is to be furnished in the prescribed proforma which is Annexure-I to this part of the tender documents.
- (b) The once accepted rates will remain force and firm till the date of completion of the contract. In case of any increased liability due to fresh amendments statutorily enforced in the Labour Laws or in other statutory provisions 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 what-so-ever 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-247, Pradhan Marg, Malviya Nagar, P.B.No.146, Jaipur-302 017(Raj) in the State of Rajsthan 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 Gujarat, 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.

ARTICLE –2 DEFINITIONS AND INTERPRETATION:

2.0 : whenever 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 Govt. of India Enterprise), B-427, Pradhan Marg, Malviya Nagar, P.B.No.146, Jaipur-302 017(Raj) capital of Rajsthan State and shall include its lawful successors and assignees.

2.2 : "Contractor" shall mean _____ in the State of Gujarat and shall include its lawful successors and assignees.

2.3 : "Contract" shall mean the terms and conditions as per the tender documents Part-I and 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 work.

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.

ARTICLE –3 SCOPE AND SCHEDULE OF WORK :

3.1 : "EFFECTIVE DATE OF THE CONTRACT" The contract shall be effective from the date of issue of work order or for any further date extended with written consent of the parties. First lot of 2 Nos. of Tanker will be supplied up to 15.02.2010 and reaming tanker's should be delivered up to 28.02.2010 which will be essence of contract.

3.2 : Supplier shall supply New M.S. Water Tanker as per following specifications and terms.

- | | | |
|--|---|--|
| 1. M.S. Cell Thickness | - | 05 MM. |
| 2. M.S. Dish Thickness | - | 06 MM. |
| 3. Main Hole-02 Nos. | - | 18" dia |
| 4. Outlet Points with M.S. Flang | - | 04" dia |
| 5. Air Valve with M.S. Flang | - | 02" dia |
| 6. M.S. Top side Railing | - | --- |
| 7. M.S. Back Side Ladder | - | --- |
| 8. Total Tanker Length | - | 4.54 meter |
| 9. Tanker Height | - | 1.74 meter |
| 10. M.S. Base Support | - | To mount & remove on half body Truck for safe movement of filled Tanker. |
| 11. Good quality primer two or more coat | | |
| 12. Asian paints – Two or more colour paint coat to give on even shed. | | |

3.3. : Three side nomenclature as per our direction.

3.4 : **Delivery period** : Tanker shall be supplied in two phase – 1st lot of two tanker will be supplied up to 15.2.2010 and remaining upto 28.02.2010.

3.5 : Delivery :- FOR Kharaghoda, Bromine Plant.

3.6 : Pre-despatch inspection at party's works by company's representative.

ARTICLE –4 TERMS OF EMPLOYMENT OF COMPANY : PERSONNEL ON DEPUTATION:

The supplier 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 –5 Quantity can be increased or decreased:

The contractor shall have no claim on the Company as regard the quantity of work can be increased or decreased as per the requirement of the Company. The contractor shall have no claim what-so-ever on this ground and any other account of the Company.

ARTICLE – 6 PAYMENT OF EMD ALONGWITH THE TENDER:

6.1 : The tenderer should pay token earnest money deposit of Rs.10,000/- in cash or through bank draft payable at State Bank of India, Kharaghoda in favour of Hindustan Salts Limited, Kharaghoda. The successful tenderer will have to deposit 3% Security Money Deposit of value of contract including token earnest money depots.. The token EMD of those tenders which are not accepted will be refunded to them.

6.2 : In case the party fails to take up the work within a specified period after acceptance of their tender, revised offer of counter offer in consequences of this tender notice then the token earnest money so deposited will stand forfeited by the Hindustan Salts Limited.

ARTICLE –7 SECURITY MONEY DEPOSIT AND PROVISIONS REGARDING ITS REFUND AND FORFEITURE ETC.

The contractor will have to deposit a Security Money Deposit of an amount equivalent to 3% at the value of the contract after awarding of the contract to him by the Company in cash/ FDR or through Bank draft payable at State Bank of India, Kharaghoda in favour of Hindustan Salts Limited, Kharaghoda after adjusting the token EMD paid alongwith tender.

7.1 : Interest will not be allowed on Security Money Deposit :

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 take further deposit to restore the security money deposit to the full amount.

7.2 : REFUND OF SECURITY MONEY DEPOSIT :

On satisfactory performance of the contract and on receipt of “No Demand” certificate from the General Manager(Works) the SMD 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.

7.3 : With-holding or forfeiture of SMD :

Without prejudice to the rights of the Company to claim damages arising on account of breach of contract under the contract Act, 1972 the SMD 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.

7.4 : Recovery from SMD :

The Company is empowered to deduct from the SMD 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 of non performance of any of the conditions of the contract.

7.5 : Company's lien on the SMD :

The company shall have a lien over all or any money that may become due and payable to the contractor under this contract or transaction 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 what-so-ever between the contractor and the Company without prejudice and in addition to the other rights of the Company to recovery the amount of any such claim by other remedies legally available.

7.6 : Company's right to draw out from the SMD:

In the event of any breach of any terms and conditions of the contract the Company shall have the right to draw out of the SMD the amount to the extent of loss or damages etc, suffered by the Company and the contractor shall make good this loss or damages to the extent of the amount so draw within 15 days of the receipt of intimation from Hindustan Salts Limited, to this effect.

7.7 : 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 there upon.

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

7.8 : Deferring the refund of the SMD:

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

ARTICLE – 8 : OPENING OF TENDER.

Tenders will be opened in the office of the General Manager(Works), Hindustan Salts Limited, Kharaghoda at 15.30 Hrs. on 20.01.2010. The tender in which any of the prescribed conditions are not fulfilled is liable to be rejected. The Chairman & 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. Negotiation will be held with the lowest tenderers only.

ARTICLE – 9 DOCUMENTARY 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 volumes and nature.

ARTICLE – 10 CANVASSING ETC. IS PROHIBITED :

10.1 : Canvassing in connection with the tender is strictly prohibited and tender is liable to be rejected.

10.2 : 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 to any officers, servant or representative of the Hindustan 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 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 Hindustan 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 and on such evidence or information as it may think fit and sufficient and its decision shall be final and binding.

ARTICLE 11 : EFFECT OF ANY ADDITIONAL CONDITION:

11.1 : The tenders containing uncalled for or any additional condition are liable to be rejected.

11.2 : 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 12 : SUBMISSION OF TENDERS BY A FIRM :

12.1: 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 or 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 authorized 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 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 authorized for the purpose as per Articles of Association of the Company.

ARTICLE 13 : KNOWLEDGE OF TERMS & CONDITIONS OF THE CONTRACT:

The submission of the tender shall be sufficient proof of the tenderer having known the terms and conditions of the tender.

ARTICLE 14 : SUBMISSION OF BILLS AND PAYMENT THEREOF :

14.1 :The payment shall be made by the Company within a month after the receipt of specified M.S. Tanker. However, the contractor will not claim any interest from the Company if the payment is delayed.

ARTICLE 15 : 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 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 16 : 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 Surendranagar in the State of Gujarat.

ARTICLE -17 FORCE MAJURE AND OBLIGATION TO COVER UP THE SHORT FALL IF ANY ON THIS GROUND:

If the Company/contractor is prevented from our delayed in performing any of its obligations under the contract by force majeure, then it shall notify to the Company/contractor of the circumstances constituting the force majeure and the obligations, performance 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 majeure continue.

ARTICLE 18 : 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 Hindustan 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 Hindustan Salts Limited, may sustain in consequence. Even in case subletting is permitted by the Hindustan Salts Limited, it will not recognize any contractural obligations with 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 19 : RECESSION AND CANCELLATION OF CONTRACT :

19.1 : In case the contractor fails to work as stipulated in the schedule of work the Company reserves the right to rescind the contract or to allot a part of the contracted quantity to any other party and recover from the said contractor the loss, if any incurred by the Company in doing so apart from this liability as mentioned in article 24 above.

19.2 : Any breach of conditions of this contract by the contractor shall entitle the Company to rescind the contract.

19.3 : 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 supplier liable to be debarred from continuing business transactions with the Company and the contract will be liable to be terminated.

19.4 : Any external pressure exercised by the contractor on the Company's officials in any form shall render the contract liable to be terminated.

19.5 : 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 fulfill its obligations under the contract for reasons other than those relieving him from his responsibility under any of the provisions of the contract.

19.6 : Any bribe, commission, give 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 supplier 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.

19.7 : 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 even, without prejudice to any claims of the contractor under this contract, there shall be equitable settlement of the obligations arising out of this contract.

19.8 : 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 with efficiency or fails to perform the work in conformably 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 authorized officials of the Company and acts contrary of 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 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 completed the same by employing some other agency.

ARTICLE 20 : DAMAGES UNDER THE CONTRACT :

20.1 : Risk & cost clauses:

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 realized from the contractor's pending bills/earnest money deposit or any other dues. This is without oprejudice to the Company's claim for other losses and damages that may arise due to the failure of the supplier to keep upto the terms of the contract.

20.2 : DECISION REGARDING LOSS OR DAMAGES TO COS. 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 contract shall rest with the General Manager(Works) and in the relevant 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.

20.3 : LIQUIDATED DAMAGES :

Any party to the contract arising from the terms and conditions herein contained failing in performing their obligations under his contract will be responsible for the liquidated damages which is well understood by the parties 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. 2.00 lakhs.

ARTICLE 21 : DEDUCTION OF INCOME TAX AT SOURCE :

If applicable shall be deducted at source.

ARTICLE – 22 NON-WAIVER :

Failure of the Company to insist upon strict performance of any of the terms and 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 there of no shall any purposted 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 23 POWER OF ATTORNEY:

A person signing the agreement or any documents forming part of the contract on behalf of the contract shall be responsible to produce a proper power of attorney duly executed and attested by a Notary Public under the Notaries act in his avour of 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 24 – CHANGE IN CONSTITUTION:

24.1 : On the death or retirement of any partner of the successful Tenderer/Firm before complete performance of the contract, the Hindustan Salts Limited, may at his option cancel the contract and in such case the Tenderer shall have no claim what-so-ever to be compensated by the Hindustan Salts Limited.

24.2 : 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 Hindustan 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 movable or immovable of the supplier.

ARTICLE 25 – 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 leaving liquidated damages, penalty, interest etc, as may be deem appropriate by the company considering fact & circumstances of the case.

ARTICLE 26 - 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 27 : 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 and conditions of Part-I & II of these tender documents.

Signature of the Tenderer

ANNEXURE-I

**Part-II
Price-Bid**

HINDUSTAN SALTS LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
KHARAGHODA-382 760(GUJ)

**Sub: Supply of 5 Nos. of new M.S. Water Tanker each capacity 10.50 Cubic
Meter \pm 2% at Kharaghoda unit (Gujarat).**

Item No.	Description of Item	Qty.	Unit	Rate per Unit		Amount
				In Figure	In Words	
1	Supply of 5 Nos. New M.S. Water Tanker each capacity 10.50 Cubic Meter \pm 2%. as per ARTICLE -3 of Part-II	5 Nos.	<u>No.</u>			

Signature of Tenderer