

SAMBHAR SALTS LIMITED
(A GOVERNMENT ENTERPRISE)
SAMBHAR LAKE - 303604
Tel. No. 01425-224249, Fax-224244
E-Mail: sambhar@sancharnet.in

-:: Notice Inviting Tender ::-

Sealed Tenders are invited for Supply and installation of two Volumetric Automatic Form Fill and Seal Machines at Salt Refinery, Gudha of Company's works at Sambhar Lake. Interested parties may submit the tenders upto 15.00 hrs on 18.02.2010. For details, please visit Company's website www.indiansalt.com.

General Manager (Works)

Ref. No.

Dated:

The General Manager (Works)
Sambhar Salts Ltd.,
Sambhar Lake

Sub:- Supply and installation of two Automatic Vertical Form Fill and Seal Machine of the technical specifications (Annexure II) at Salt Refinery, Gudha (Distt. Nagaur) Rajasthan of Sambhar Salts Limited, Sambhar Lake

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

- i) Part I and II of the tender, duly signed on each page.
- ii) (In case of Partnership firm) A certified copy of Registration Certificate of the Firm along with the Deed of Partnership as well as Names and particulars of the partners of the Firm as on date is Enclosed.
- iii) Demand Draft No..... dated..... for **Rs.1.00 lakh** against EMD is placed in Technical Commercial bid Part-I and DD No..... dated.....for Rs._____/ - against price of tender documents in favour of **Sambhar Salts Ltd.** payable at Jaipur is also placed in case of tender downloaded from website. In case of purchase of tender this DD is not required.
- iv) Latest Income Tax Return for the year ending 31.3.2009.
- v) Price bid as per Annexure-I of the Para-II in a separate sealed Cover.
- vi) Experience Certificate for undertaking such type of works.
- vii) The declaration to the effect that we are not related to any of the Directors / Officers of Hindustan Salts Limited and Sambhar Salts Ltd.
- viii) **Reference list:** The Tenderers should submit alongwith their offer reference list with documentary proof in support of their having carried out similar work in past in SSL or any other organization.
- ix) Name and address of our Bankers, the Bank Account Numbers (Including Type of Account i.e. Saving or FD or Current or others) and the year since the Account is being operated.

x)

Thanking you,

Date:

Signature of the tenderer

Place:

Affix Rubber Stamp / Common Seal



Sambhar Salts Limited
(A Government Enterprise)



Sambhar Lake-303604 (Distt. Jaipur) Rajasthan INDIA
Tel. No. (01425)224249 Fax No. (01425) 2224244 website: www.indiansalt.com

Sub: Supply and installation of two Automatic Vertical Form Fill and Seal Machine of the technical specifications (Annexure II) at Salt Refinery, Gudha (Distt. Nagaur) Rajasthan of Sambhar Salts Limited, Sambhar Lake

S. No.	Description	Page No.
1.	Scope of work, EMD, sale of Tender form and date of receipt and opening of tenders etc.	1
	PART-I	
1.	Instructions to tenderer	2
2.	Submission of tender	2
3.	Opening of Tender	5
4.	Validity of offer	5
5.	Reference list	5
6.	Name and address of bankers	5
7.	Award of Contract	6
	PART-II	
Article 1	Price Bid	7
Article 2	Definitions & Interpretation	8
Article 3	Delivery Schedule	9
Article 4	Penalty for late delivery	9
Article 5	Payment of EMD alongwith the tender	9
Article 6	Earnest Money Deposit	9
Article 7	Opening of tenders	12
Article 8	Canvassing etc. is prohibited	12
Article 9	Maintenance of discipline by the Supplier	13
Article 10	Effect of any additional condition	13
Article 11	Submission of tenders by a firm	14
Article 12	Knowledge of terms & conditions of the contract	14
Article 13	Payment terms & conditions	15
Article 14	Arbitration	15
Article 15	Jurisdiction	15
Article 16	Force Majeure	16
Article 17	Recession and cancellation of contract	16
Article 21	Deduction of Income Tax at source	18
Article 22	Power of Attorney	18
Article 23	Notices	18
Article 24	Contract document	18
Annexure I	Price bid	19
Annexure-II	Technical Specification of Automatic Vertical Form Fill and Seal Machine	20

	Sambhar Salts Limited (A Government Enterprise)	
Sambhar Lake-303604 Distt. Jaipur (Rajasthan) INDIA Tel. No. (01425) 224249, Fax (01425)-224244 website: www.indiansalt.com		

1. Detailed Scope of Work:

Supply and installation of two Automatic Vertical Form Fill and Seal Machine of the following technical specifications (Annexure II) at Salt Refinery, Gudha (Distt. Nagaur) Rajasthan of Sambhar Salts Limited, Sambhar Lake, at a distance of approx. 80 kms. by road from Jaipur:-

2. **Earnest Money** : Rs.1.00 lakh (Rupees
One lakh Only
3. **Date & Time of Receiving Tenders** : Upto 3.00 PM on 18.2.2010
4. **Date & Time of Opening Tenders** : 3.30 PM on the same day
5. **Cost of Tender Form** : Rs.200/- on cash & Rs. 250/- if
desired by post.

	Sambhar Salts Limited (A Government India Enterprise)	
Sambhar Lake-303604 (Distt. Jaipur) (Rajasthan) INDIA Tel. No. (01425) 224249 Fax No. (01425) 224244 website: www.indiansalt.com		

PART I: INSTRUCTIONS TO TENDERERS

1. General

- a) The tender should be addressed to the **General Manager (Works), Sambhar Salts Limited, Sambhar Lake (Rajasthan)**.
- b) Any offer or revised offer or counter offers either by the Tenderer or by the **Sambhar Salts Ltd. (SSL)** made in response to this tender, when accepted by **Sambhar Salts Limited** or by the tenderer will constitute a contract between the parties.

2) Submission of Tender

1. Tenderers shall indicate all amounts in figures as well as in words. Where there is any difference between price Quoted in figures and words, amount quoted in words shall prevail. Tender should be free from over writings. The Tenderer should duly attest all corrections and alterations.

2. Tender is to be submitted in a sealed envelope in the manner prescribed below:

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

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

- (ii) Both the sealed covers should be submitted in separate Sealed covers marked.
1. OFFER FOR "Supply and installation of two Automatic Vertical Form Fill and Seal Machine at Salt Refinery, Gudha"
 2. SSL'S TENDER NO. _____ Dated _____
 3. DATE OF RECEIPT OF TENDER : 18.2.2010 upto 3.00 PM.
 4. DATE OF OPENING OF TENDER : on the same day at 3.30 PM.
- iii) The tenderer must indicate the type of concern as whether Proprietary, partnership, private or public Ltd., Govt., Enterprise, MNC. In case of the tender submitted by a firm it must be signed by each partner thereof. In the absence of any partner, it must be signed on his behalf by the partner holding power of Attorney authorizing him to do so.
- iv) In case of Partnership firm, a certified copy of Registration certificate of the Firm along with the Deed of Partnership as well as names and particulars of the partners of the Firm as on date shall be enclosed.
- v) In case of a Company, the tender should be executed in the manner as laid down in Company's Article of Association and a Copy of Memorandum of Association and Article of Association should also be furnished along with the Tender. A copy of the Board Resolution authorizing Secretary / Director to sign and execute this tender should be annexed.
- vi) In case of a Sole Proprietary Concern it must be stated that it is a Sole proprietary concerns and must be signed by the sole Proprietor of the concern himself or by his Power of Attorney Holder under duly attested power of attorney by a Notary Public.
- vii) Tender received after due date and time as mentioned in the tender document will not generally be entertained.

- viii) Required attributes (pre-qualifying conditions) for bidders:
Interested firm(s) should satisfy the following eligibility criteria:
- (a) Annual turn over of firm should be more than Rs. 2 crores per annum for the last three years.
 - (b) The bidder should have supplied at least 20 machines in Salt Industry in India.
 - (c) Should submit performance certificate for machines supplied to 10 satisfied customers from Salt Industry.
 - (d) Should have office or Service Centre in Rajasthan and should give the assurance to attend the machine site within 48 hours in case of any problem, if encountered.
 - (e) Will arrange for site inspection of one or two installations if required by HSL.
- (d) Tender not submitted in the appropriate prescribed form and not completed in all respect is likely to be rejected.
- e) The tender with terms & conditions in Part I & II duly signed shall be sent alongwith the Earnest Money deposit. **Token Money of Earnest Money Deposit shall not be kept in the "Price Bid" of Tender but shall be enclosed with "Technical & Commercial Terms".**
- f) Tenderers shall not be entitled to claim any costs charged or incidental or in connection with the preparation and submission of their tenders even though **Sambhar Salts Ltd.** may elect to withdraw the notification of tender or reject all the Tenders without assigning and reason thereof.

Each Tenderer should submit:

- i) Copy of Income Tax return for the year 2008-09 and Balance Sheet duly signed by the Chartered Accountant for the year ending 31.3.2009.

3. Opening of Tender

- a) Technical bid of the tenders will be opened at 3.30 P.M. on 18.2.2010 in the office of **General Manager (Works), Sambhar Salts Limited** at Sambhar Lake by Tender Committee in the presence of tenderer present. The representatives will have to establish their identity to the satisfaction of the **Sambhar Salts Ltd.** by producing introductory letter/authority from their Principal etc. otherwise they will not be allowed to attend the tender opening.
- b) Clear understanding: When a tenderer submits tender in response to this tender NOTICE, he will be deemed to have understood fully about the requirement terms and conditions. No extra payment will be made on the pretext that the Tenderers did not have a clear idea of and particular point or work or scope of the work.

4. **Validity of offer:** The rates should be valid for a period of SIX MONTHS, from the date of opening of tender. If required the tenderer shall extend the validity date.

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 with documentary proof in support of their having carried out similar work in past in SSL or in any other organisation.
6. **Name and address of the Bankers:** The Bank Account Numbers (Including Type of Account i.e. Saving or FD or Current or others of the Tenderers and the year since the Account is being operated.

7. Award of Contract :



- a)(i) **Sambhar Salts Ltd.** 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 therefore.
- (ii) To award the work 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 tenderers, as Sambhar Salts Ltd. may think fit.
- b) Sambhar Salts Limited does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
- c) The order or acceptance resulting from this tender and any amendments to be issued subsequently with its terms & conditions and stipulations in response to this tender or revised offer or any counter offer will constitute the entire Agreement relating to the tender between the successful tenderer and the Sambhar Salts Limited and both parties are bound by the terms and condition as stipulated in the tender documents.

The company shall mean and include Chairman & Mg. Director at its Registered Office at B-427, Pradhan Marg, Malviya Nagar, P.B.No. 146, Jaipur 302017 to deal with all matters relating to this work on behalf of the company.

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

Date:
Place:

Signature of the Tenderer
Affix Rubber Stamp/ Common Seal

	Sambhar Salts Limited (A Government Enterprise)	
Sambhar Lake-303604 (Distt. Jaipur) (Rajasthan) INDIA Tel. No. (01425) 224249 Fax No. (01425) 224244 website: www.indiansalt.com		

PART-II.

Tender No. _____

DT. _____

DETAILED TENDER NOTICE AND THE TERMS AND CONDITIONS OF THE WORK WHICH WILL BE BINDING ON THE PARTIES ON ACCEPTANCE OF THIS TENDER/OFFER OR COUNTER OFFER OR REVISED OFFER ARISING FROM OR INCONSEQUENCE OF THIS TENDER.

In addition to Part-I (Instruction to tenderer) the following terms and conditions will apply to the contract. The terms and conditions given below even if contrary to any instructions given in Part-I shall prevail thereon.

ARTICLE - I : PRICE BID

- (a) Price Rates/Bid is to be furnished in the prescribed proforma, which is Annexure-I of the Tender Documents. It may please be noted that the company may award the contract to the Tenderer where rates are found lowest without negotiations or after negotiations if necessary only with the lowest tenderer. Therefore you are advised to be careful and quote your lowest rates only.
- (b) Rates entered in the contract shall unless specifically stated to the contrary shall cover the costs which the Supplier 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 Hindustan Salts Ltd. 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 Ltd., 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 "SUPPLIER" 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 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 Ltd.**", A Company within the meaning of Companies Act, 1956 having its Registered Office at **Sambhar Salts Limited (A Government Enterprise)**, B/427, Pradhan Marg, Malviya Nagar, P.B. No.146, Jaipur - 302 017 (Raj.) capital of Rajasthan State and shall include its lawful successors and assignees.
 - 2.2 "SUPPLIER" :shall mean _____ in the State of _____ shall include its lawful successors and assignees.
 - 2.3 "APPROVAL OF COMPANY" : shall mean the written approval of the Chairman & Managing Director of the Company.

ARTICLE 3 ; DELIVERY SCHEDULE;

The successful Tenderer will have to complete the work as shown in detailed scope of work of tender documents within 45 from the date of receipt of order.

ARTICLE 4 : PENALTY FOR LATE DELIVERY :

0.5% on the order value per week of delay subject to a maximum of 5% of ordered value beyond that Forfeiture of EMD plus cost and compensation is applicable.

ARTICLE 5 : PAYMENT OF EMD ALONGWITH THE TENDER

The tenderer should pay earnest money of Rs.1.00lakh in cash or by bank draft payable at Jaipur in favour of SAMBHAR SALTS Ltd., Jaipur. The EMD of those tenderer whose tenders are not accepted, will be refunded to them after the expiry of the validity period of their offers or six months, whichever is later.

- 5.1 In case the supplier fails to take up the work within a specified period after acceptance of his tender, revised offer or counter offer in consequences of this tender notice then the earnest money so deposited will stand forfeited to the **Sambhar Salts Limited**.

ARTICLE 6: EARNEST MONEY/SECURITY DEPOSIT AND PROVISIONS REGARDING ITS REFUND AND FORFEITURE ETC.

The successful tenderer shall have to furnish Earnest Money/Security Deposit equivalent to of Rs. 1.00 lakh in cash or in the form of Demand Draft of nationalized bank in the name of **Sambhar Salts Limited** only.

- 6.1 Interest will not be allowed on EMD/Security Deposit.

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

6.2 Refund of EMD

On satisfactory performance of the supply and installation of the above Automatic Vertical Form, Fill and Seal machine and its satisfactory working for a period of 60 days and on receipt of "No Demand" certificate from the General Manager (Works), Sambhar Salts Ltd, Sambhar Lake, the EMD will be refunded to the supplier provided that no claim whatsoever against the supplier is made and nothing is due from the supplier and that the supplier has completed the work to the entire satisfaction of the Company.

6.3 With-holding or forfeiture of EMD

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 supplier either fail to fulfil his contractual obligations or to settle in full his dues to the company.

6.4 Recovery from EMD

The company is empowered to deduct from the EMD 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.

6.5 Company's lien on the EMD.

The company shall have a lien over all or any money that may become due and payable to the supplier under this agreement or transactions of any other nature either all alone or jointly with other/supplier and unless the Supplier 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 supplier from any money/security under this contract or any other contract or transaction whatsoever between the supplier and the company without prejudice and in addition to the other rights of the company to recover the amount of any such claim by other remedies legally available.

6.6 Company's right to draw out from the EMD

In the event of any breach of any term and condition of the agreement 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 supplier shall make good this loss or damages to the extent of the amount so drawn within 15 days of the receipt of intimation from **Sambhar Salts Ltd.** to this effect.

6.7 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 Supplier under the agreement or any law for the time being in force relating thereto or bearing thereupon.

6.8 In the event of the forfeiture of whole or part of the EMD, the supplier shall deposit further sum with the Company so as to maintain the full amount of EMD.

6.9 Deferring the refund of the EMD.

This EMD shall be refunded on the satisfactory completion of the agreement certified by the **General Manager (Works) of Sambhar Salts Limited, 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 Supplier until such difference and dispute shall have been finally settled or adjusted.

ARTICLE 7 : OPENING OF TENDERS

Tenders will be opened in the office of General Manager (Works), **Sambhar Salts Ltd.** Sambhar Lake at 3.30 P.M. on 18.2.2010. 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 8 : CANVASSING ETC. IS PROHIBITED

- 8.1** Canvassing in connection with the tender is strictly prohibited and tender is liable to be rejected.
- 8.2** Any canvassing, bribe or commission, gift or advantage given, promised or offered by or on behalf of the Tenderers, their partners agents or servants to any officers, servant or representative of **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 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 **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 9: MAINTENANCE OF DISCIPLINE BY THE SUPPLIER.

- 9.1 The supplier shall be required to execute the work in a workman-like manner. The Company expects the supplier and his representatives and his staff 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 supplier, his representatives, or his staff, the Company shall have the right to terminate the agreement.
- 9.2 The supplier shall be required to execute all operations in an ideal and workman-like manner. The Company expects the supplier and his representatives and staff to conduct themselves in a dignified and disciplined manner. All rules and instructions pertaining to general welfare of the factory and its precincts, the sanitation, health etc. should be adhered to and observed by the supplier and any lapse of the same should be brought to the notice of the Chairman & Managing Director, who shall have the right to terminate the agreement on this ground. The Company shall remain indemnified through supplier 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.
- 9.3 The supplier shall ensure that all the operations are carried out by him and his labour during the factory hours in accordance with the provisions laid down under the Factories Act, 1948 and the rules made thereunder by the State.

ARTICLE 10: EFFECT OF ANY ADDITIONAL CONDITION

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

ARTICLE 11 : SUBMISSION OF TENDERS BY A FIRM

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

ARTICLE 12: 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.

12.1 The supplier shall also abide by the orders of officer empowered by the Management to supervise the work regarding proper conduct of the work under the contract.

12.2 Non Employment of Unaccepted Persons:

"In case any person employed by the supplier 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 supplier. The breach of this will entitle the Company to rescind the contract".

ARTICLE 13 : PAYMENT TERMS AND CONDITIONS

Within 15 days after installation and successful trial of machine at site.

ARTICLE 14 : ARBITRATION

Any dispute or difference whatsoever arising between parties out of or relating to the construction meaning, operation or effect of this contract or the breach thereof shall be settled by the arbitration by referring the matter in dispute to the Chairman & Mg. Director, Hindustan Salts Ltd., Jaipur who will be the sole Arbitrator. The Chairman & Managing Director is reluctant or unable to hold the arbitration due to pre-occupation of other duties relating to his post then he is empowered to appoint a competent person to act as sole Arbitrator and both the parties will accept the arbitration by such appointed arbitrator. The Award of the sole arbitrator so appointed shall be final and binding on the parties. The arbitration will be governed under the provisions of the Arbitration and Conciliation Act 1996. Venue of Arbitration shall be either at Jaipur in the State of Rajasthan or at any place (as the case may be) at the discretion of the sole arbitrator. The remuneration of the sole arbitrator as well as the cost of the arbitration shall be borne by the parties to the contract equally. Both the parties shall pay the arbitrator's remuneration as well as the cost of the proceedings in advance equally. The arbitrator's remuneration and the cost of the arbitration shall be determined by the sole arbitrator in consultation with the parties to the contract.

ARTICLE 15 : JURISDICTION

It is hereby agreed that all actions at law or suits arising out of or in connection with this contract or the subject matter thereof whether as to construction or otherwise shall be instituted in court of competent jurisdiction at Jaipur in the State of Rajasthan.

ARTICLE 16 : FORCE MAJEURE

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

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

ARTICLE 17 : RECESSION AND CANCELLATION OF CONTRACT

- 17.1 In case the performance of the supplier is found not satisfactory, then the Company reserves the right to rescind the contract and recover from the said supplier the loss, if any incurred by the Company in doing so apart from his liability under clauses of the agreement.
- 17.2 Any breach of conditions of this agreement by the supplier shall entitle the Company to rescind the contract.
- 17.3 Any instance of the supplier 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 agreement will be liable to be terminated.
- 17.4 Any external pressure exercised by the supplier on the Company's officials in any form shall render the agreement liable to be terminated.

- 17.5 The Company reserves the right to cancel the agreement as a whole or a part or parts thereof by written notice to the supplier if it has been mutually agreed that supplier has failed to duly perform its obligations under this agreement or complete the contract or if it appears for valid reasons that it will fail to fulfill its obligations under the agreement for reasons other than those relieving him from his responsibility under any of the provisions of the agreement.
- 17.6 Any bribe commission gift or advantage given promised or offered by (or on behalf of the supplier, 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 supplier under this or any other contracts.
- 17.7 The Company reserves the right to cancel the agreement if the supplier becomes bankrupt or goes into liquidation or any receiver is appointed for any of the property owned by the supplier. In such an event without prejudice to any claims of the supplier under this agreement, there shall be equitable settlement of the obligations arising out of this contract.
- 17.8 If the supplier fails to perform any part of the agreement in the opinion of the Company or is unable to carry out the work assigned to him with efficiency or fails to perform the work in conformity with the terms and conditions of this agreement or his progress is so slow and likely to cause lose to the Company, the Company may rescind the contract after giving a show cause notice to the supplier after expiry of the notice period. The contract shall be deemed to the automatically rescinded unless the notice is withdrawn by the Company. If the supplier 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 agreement or to take away from the supplier the whole or any portion (to be specified in such notice) of the work and complete the same by employing some other agency.

ARTICLE 18 : DEDUCTION OF INCOME-TAX AT SOURCE : If applicable shall be deducted at source.

ARTICLE 19 : POWER OF ATTORNEY : A person signing the agreement or any documents forming part of the contract on behalf of the supplier 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 supplier 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 20 : NOTICES

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



ARTICLE 21 : CONTRACT DOCUMENT

A contract arising of acceptance of this tender or in consequence of this tender, the company and the supplier, agreed to abide by all the terms & conditions of Part I & II of these tender documents as well as the terms and conditions mutually agreed in writing between the parties.

Date:
Place:

Signature of the tenderer
Affix Rubber Stamp/Common Seal

Annexure - I

	Sambhar Salts Limited <i>(A Government Enterprise)</i>	
Sambhar Lake-303604 (Distt. Jaipur) (Rajasthan) INDIA Tel. No. (01425) 224249 Fax No. 224244 website: www.indiansalt.com		

Sub:- Supply and installation of two Automatic Vertical Form Fill and Seal Machine of the technical specifications (Annexure II) at Salt Refinery, Gudha (Distt. Nagaur) Rajasthan of Sambhar Salts Limited, Sambhar Lake.

Tender No. :

Dated : _____

S.No.	Description	Rates (Rs.)/ per unit
1.	Supply and installation of Automatic Vertical Form Fill and Seal Machine of the technical specifications (Annexure II) at Salt Refinery, Gudha (Distt. Nagaur) Rajasthan of Sambhar Salts Limited, Sambhar Lake F.O.R. Gudha Salt Refinery	

I / we have deposited Rs.1.00 lakh by way of token amount against Earnest Money Deposit as per Receipt No. _____ dated _____ or enclosed D.D. No. _____ dated _____ in favour of Hindustan Salts Limited, Jaipur.

Date:

Place:

Signature of the tenderer
Affix Rubber Stamp/Common Seal

Technical Specification for Automatic Form Fill and Seal Machine for free flowing Iodised Salt

- | | | |
|---|-----|---|
| 1. Feeding head- | | Volumetric cup filler |
| 2. Filling weight- | | 1000 gms. & 500 gms. |
| 3. Packing speed- | | 45-50 pouches/minute |
| 4. Weight accuracy- | | ± 2% |
| 5. Packing material | (a) | Mechniable, weldable Polyster film with thickness of About 50-60 micron |
| | (b) | Film real diameter,350 mm |
| 6. Pouch shape- | | Pillow pouch |
| 7. Seal type- | | Central seal |
| 8. Electrical load- | | 3 phase, 415 V, 50 HZ AC |
| 9. Power requirement- | | About 3.5 KW |
| 10. Dust Exhaust capacity- | | About 100 cFm/hr/machine |
| 11. All product contact parts should be made of anti-corrosive material preferably SS:316. | | |
| 12. System should be PLC controlled. Machine should stop automatically when there is no product or no bags. | | |
| 13. Sealing system should be adoptable to different films (LDPE and laminated). | | |