

File No.

Dated / /2010

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

**Subject:- Tender for the Purchase of Un-serviceable & Scrap material
from Sambhar Salts Limited, Sambhar Lake.**

We are submitting herewith our tender along with the following documents for the above-mentioned supply.

- (1) Part I and II of the tender duly signed on each page.
- (2) (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.
- (3) Demand Draft for Rs. _____ against BID in favor of Sambhar Salts Limited, payable at Sambhar Lake.
- (4) Upto date Income Tax clearance Certificate along with attested copy of Income Tax return for the year ending 31st March 2009.
- (5) Price Bid as per Annexure-A of the part-II in a part sealed cover.
- (6) Reference Lists the Tenderers should submit along with their offer reference list in support of their having carried out similar work in past in SSL or in any other organization.
- (7) 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 Tenderer and the year since the Account is being operated.
- (8) Declaration to the effect that none of the partners or Directors or in relation/relating to in any capacity of the organization as the case may be were in the company or in the firm or in their individual capacity as proprietor for were concerned with a firm or company who purchased the auctionable materials and any dispute like delivery, payment etc. has been arised or which might have ensued a litigation/Arbitration on a dispute with the Company SSL or HSL

Thanking you,

Date: _____

Place: _____

Signature of the Tenderers.

SAMBHAR SALTS LIMITED
(A Government Enterprises)
SAMBHAR LAKE
DISTT. JAIPUR (RAJASTHAN)

Tender for the Purchase of Un-serviceable Scrape material from Sambhar Salts Limited Sambhar Lake.

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SAMBHAR SALTS LIMITED,
(A Government Enterprise)
SAMBHAR LAKE

Cost of Tender
Rs. 200/-

PART-I :- INSTRUCTION TO TENDERERS

(1) General :-

(a) The tender should be addressed to the General Manager (Works), Sambhar Salts Limited, Sambhar Lake.

(b) Any offer or revised offer or counter offer either by the tenderer or by the Sambhar Salts Limited (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 :

(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 word shall prevail tender should be free from over writings. All corrections 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 a sealed envelopes in the manner prescribed below :

Part I & II of the tender documents should be submitted in a separate sealed cover super scribing “Technical & Commercial Terms” duly signed on each page.

(i) 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 superscribing “Price Bid”.

(ii) Both the sealed covers should be submitted in a separate sealed covers marked.

A. OFFER FOR ; Scrap & Un-serviceable Material for Sale

B. SSL TENDER NO. 51-MM/2008-09/II/

C. DATE OF OPENING OF TENDER : 23.03.2010

(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 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 partner 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 Articles of Association and the a copy of memorandum of Association and Articles of Association should also be furnished along with the Tender.
- (vi) 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.
- (C) Tender received after due date and time as mentioned in the tender document will not be entertained.
- (D) The tender with terms and conditions in Part I & II duly signed shall be sent along with the Earnest Money deposit. Earnest Money deposit shall not be kept in the "Price Bid" of Tender but shall be enclosed with "Technical & Commercial Terms".
- (E) Tenderers shall not be entitled to claim 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, with out assigning any reason thereof.
- (F) Each Tenderer should submit:
 - (i) Latest Income Tax clearance Certificate along with attested copy of the Income Tax Return for the year ending 31st March 2009 from the Appropriate Income Tax authority in the form prescribed by the concerned department.

(3) **Opening of Tender :**

- (a) Tenders will be opened at 12.15 Noon on 23.03.10 at Hindustan/Sambhar Salts Ltd. B-427, Pradhan Marg, Malviya Nagar, Jaipur by a committee 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 production introductory letter/authority from their principals etc. otherwise they will not be allowed to attend the 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 requirements, terms and conditions. No benefit of doubt will be made on the pretext that the Tenderer did not have a clear idea of any particulars points on work of scope at the work.

(4) **Validity of Offer**

The rates should be valid for a period of 60 Days from the date of opening of tender. If agreed by the company and tenderer, 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. In any withdrawal of offer within the stipulated validity period will entitle the Company to forfeit the E.M.D. and other amount deposited against the deal of the tenderer.

(5) **Reference list :**

The Tenderers should submit along with their offer reference list in support of their having carried out similar work in past in SSL or in any other organization.

(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 Tenderer and the year since the Account is being operated.

(7) **Award of Contract.**

The Sambhar Salts Ltd. reserves the right

(a) (i) 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 tenderer either an 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 Ltd. may think fits.

(b) The Sambhar Salts Ltd. does not bind itself to accept the highest tender or assign any reason for non-acceptance of the same.

(c) Tenderers which have failed to fulfill earlier contracted obligations may not be considered.

(d) The order or acceptance for this tender and any amendments 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 conditions as stipulated in the tender documents.

(8) The Company shall mean and include Chairman & Managing Director at its registered office at B-427, Pradhan Marg, Malviya Nagar, Post Box No. 146. JAIPUR-302017 as well as its General Manager (Works) at SAMBHAR LAKE, who are authorized to deal with all matters relating to this contract on behalf of the Company.

(9) Each page of the tender documents is required to be signed by the Tenderer.

Date
Place

Signature of the Tenderer

SAMBHAR SALTS LIMITED
(A Government Enterprise)
SAMBHAR LAKE
Distt. JAIPUR (Rajasthan)

Tender No. 51-MM/08-09/

Dated / /2010

Part- II

Detailed Terms & Conditions

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 : PRICE BID

- (a) Price /Rates/Bid is to be furnished in the prescribed performa which is Annexure-1 of the Tender Documents. It may please be noted that the Company may award the contract to the Tenderer whose rates are found highest without negotiations or after negotiations if necessary only with the highest tenderer. Therefore you are advised to be careful and quote your highest rates only.
- (b) The price Bid will be opened for consideration only of, those tenderes who have been found technically and commercially fit by the Company.

On acceptance of this tender/offer or revised offer or counter offer either by the tenderer or by the Sambhar 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. Sambhar Salts Limited a Company incorporated under the Companies Act.1956 having it's registered office at B-427, Pradhan Marg, Malviya Nagar Post Box No.146, Jaipur 302017 (Rajasthan) 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.

A N D

M/S. _____

In the State of _____, hereinafter
called the “BUYER” which expression shall unless repugnant to the context on the meaning
thereby be deemed to include the “BUYER” Lawful Successors, administrators and
assignees of the other part.

The work will be required to be done in accordance with the scope and schedule of work (as given in Part-II of the tender document).

ARTICLE-2: DEFINITIONS AND INTERPRETATION

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 Ltd.(A Government of India Enterprise),B-427, Pradhan Marg, Malviya Nagar, Post Box No. 146, JAIPUR-302017 (Rajasthan) Capital of Rajasthan State and shall include its lawful successors and assignees.

2.2 **“BUYER”** 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 carry out the work at Sambhar Lake arising out of this tender.

2.4 **Approval of Company** : Shall mean the WRITTEN approval of the Chairman-cum-Managing Director of the Company or the General Manager(Works) of the Company at Sambhar Lake.

2.5 Words denoting masculine gender of singular number shall also include the feminine gender plural number and vice versa where the contract so requires or permits.

2.6 **Effective Date of the Contract** : The contract shall be effective from _____ to _____ or for any further date extended with written consent of the parties.

ARTICLE-3: MODE OF SUBMISSION OF TENDER:-

- a) All tenders must be submitted by 12.00 Hrs. on 23.03.10. No tender after the specified time and date shall be accepted. Tenders will be opened at 12.15 Noon in the presences of such tenderers who have submitted their tenders as above with to be present.
- b) All the materials are offered for Sale on “As is where is basis” Ex-site of the owner. The rust removed from the rails during handling, Cutting, Transportation and loading into the trucks will be included at the time of weightment of the rails. Quotations must be submitted on Unit basis for each lot separately not part there of i.e. in Rupees per Unit only. The quantities indicated against the lots are purely indicative and without any guarantee. The owner shall not entertain any Claim/complaint from the buyer for any deficiency in quantity/size/nos. etc. for interest/damages and otherwise. The purchaser will lift the stacks of rails one by one i.e. after complete lifting of rails from one stack another stack will be given for lifting. However management may consider to allow to lift rails from two stacks simultaneously looking to the progress of lifting, balance quantity of rails in the stack which is under lifting and balance quantity to be lifted.
- c) A single person tendering under his name should sign his name full. In case the tenderer is a firm the firm’s name should be written beneath in full. In case of partnership firm, the name of the partners should be filled in and tender must be signed by the partners in manner indicated above. The partnership deed should also be produced. In case the tender is signed by a person or partners of the firm or on behalf of the proprietors or other partners of the firm, the tenderers undertakes the whole responsibility in respect of the authority in favour of such person as referred to above and who signs the tender binds the said firm. He shall procure a power of Attorney issued in favour of the signatory as and when called upon to do so. In case of Limited Company, one of the Directors or Manager should sign as under for (AI) Limited, Director/Manager. The person tendering must specify the business, names and constitution of the firm.

ARTICLE 4 : EARNEST MONEY/SECURITY MONEY

- 4.1 The tenderer should pay earnest money of as per Annuxture II (Material Description) as indicated in material description list in cash or by bank draft payable at Sambhar Lake in favour of Sambhar Salts Limited.
- 4.2 Tender received with short EMD, and/or within their own condition as well as quotations mentioning price inclusive of surcharge, Sales Tax etc. are liable to be rejected/ignored.
- 4.3 In case of unsuccessful tenderers, the Earnest Money will be refunded after the expiry of the offer or earlier at the discretion of management.
- 4.4 In case, the tender is accepted and after the receipt of the due payment towards first installment full value of the material including taxes/duties (as the case may be as per the payment terms, the Earnest Money deposited by the Successful tenderer against each accepted Lot shall be, automatically converted into Security Deposit. In case the tender is accepted and the tenderer(s) / Buyer (s) refuses/ fails to make further financial arrangements towards the full value of materials including taxes/duties, the full Earnest Money against the particular accepted Lot(s) shall be forfeited without prejudice to the rights of Management to claim such further damages in this regard without further reference to the tenderer(s)/Buyer(s). Once the Earnest Money by the tenderers has been marked for any lot, the same can not be transferred to other Lot at the later stage i.e. after opening of the tender.

ARTICLE 5 : 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.

5.1 On Employment of Unaccepted persons:- “In case any labourers / supervisors /person employed by the BUYER is found to be acting in a manner which is considered to be detrimental/prejudicial in any manner to the interest of the Company, he shall be removed by the BUYER. The breach of this will entitle the Company to rescind the contract.

ARTICLE 6 :- PAYMENT:

The successful bidder has to deposit 25% of the full value of accepted bid amount immediately on the spot and balance 75% before dated 31.03.2010 failing which his offer will be cancelled and all EMD and advances deposited will be forfeited.

ARTICLE-7 : QUALITY & QUANTITY :

- a) The material quoted for may be inspected at the site(s) should thoroughly satisfy themselves about the nature, condition and quality of the material and working condition, Sambhar Salts Ltd. Will not give any guarantee or warranty as to the condition of the material or its quality or its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about quality, quantity & conditions/fitness for use shall be entertained by Sambhar Salts Limited.
- b) Where the goods are sold by Unit i.e. weight or number and not on the basis of Lot, the quantity indicated in such cases against the respective Less are purely indicative which is actual may turn out to be more or less than the indicated quantity. In the case of actual quantity turning out to be less than the indicated quantity after duly completion of the lifting by the Buyer(s) , the Buyer(s) shall not be entitled to claim any damages, loss of interest or compensation or on any other account, but shall be entitled proportionate refund only. The quantity of 70 MT is on approximate basis as per annexure-II (Material Description) which can be increased /decreased. The purchaser will have to lift the entire quantity of the above Rails and will clear the entire lot.
- c) Any cutting, wastage, dusting etc. done by the party, the cost on account of the same will be recovered from the party.

ARTICLE-8: INSPECTION OF MATERIAL

- a) The material mentioned in the list may be inspected at the site by prior appointment with concerned department. The discretion to allow any person to inspect the Stores would rest solely with Sambhar Salts Limited and the mere purchasing the tender paper at the concerned works of the Sambhar Salts Limited will not confer any such right or the person concerned.

ARTICLE-9 PERIOD OF CONTRACT

- 1) The contract shall be treated as having been entered into as soon as Sambhar Salts Limited issues a letter of acceptance to the successful tenderer. The purchaser will be provided 30 days from the date of last delivery order by S.S.Ltd. against the full payment will call the period of contract. The contract shall be deemed to be completed as soon as the site is cleared by the Buyer of the entire material allotted or on occupation of the period of contract as mentioned above, which ever is earlier.

ARTICLE -10 DEFAULT IN PAYMENT BY THE BUYER:-

- A. In the event of failure to pay the amount in full or to collect the entire material within the specified time limit, the company reserves the right to re-invite tenders for the entire Lot or part thereof as the case may be after forfeiting the Security Deposit/ Earnest Money and other amount deposited against the deal.

ARTICLE -11 DEFAULT IN LIFTING BY THE BUYER:-

1. In case the Stores are still retained with as beyond the specified period of one month, the tenderer can be granted one month extension at the discretion of General Manager(Works) subject to levy of the wharfage for the extra period @ 2% of the unlifted quantity of the tendered value per week or part thereof.
2. In any loss or damages is caused by tenderer to the Company's assets or Properties while weighing or removing the material, the said damages will be made good by them at their own cost, failing which the Company shall get the said damages repaired at their cost and recover the cost from the tenderer.

ARTICLE-12 SALES TAX/ SURCHARGE AND LEVIES:

1. All taxes including Sales Tax or other levies entitling on the transaction under any provisional, state or Central in force for the time being or enforced hereafter having its inspect on the transaction will be on tenderers account and shall be deposited by him along with cost of the material.

ARTICLE-13 DELIVERY: -

- a. The successful tenderer shall lift the material lying in lot allotted to them by employing their own labour and transport on their own cost from the area allotted to them within 30 days from the date of issue of delivery order (including date of issue by Sambhar Salts. The successful tenderer shall lift the material only from the Lot site/space as may be marked/ remarked by S.S.Ltd., from time to time which shall be final and binding on them and they shall observe the rules & regulation and working hours as may be fixed by the owner. The successful tenderers shall lift the quantity only after full filling the provisions of the advance payment and on issue of delivery order by the competent authority. The successful tenderers shall follow the procedure for making the material out of the owners permission within the time allowed on this behalf. The tenderer shall note that no lifting will be allowed on weekly holidays and closed holidays observed by the S.S.Ltd.,. The lifting time will be 9.30 AM to 5.00 PM. with 1 Hrs. lunch from 1.00 PM to 2.00 PM.
- b. The materials have to removed on "As is where is basis" at the Buyer(s) own cost. No processing other then as may be required for convenient transportation will be permitted at the sole discretion of owner , before removal from the owner premises. The Buyer's shall not be provided with any equipment including do or , scrapper, gas, power water facilities etc .by owner. They shall have to take prior permission from the owner.
- c. The Buyer shall be fully responsible for the acts of their representative/workers. If any damages or loss is caused to the employees or the property of the Company. Sambhar Salts Limited, entitled to recover such losses or damages or claim as may be ascertained by the Company (which ascertainment shall be final) and binding on Buyer(s) including the advance made/ to be made by the Buyer(s) from the Earnest Money / Security Money deposit (as the case may be).

ARTICLE 14 TERMINATION/BREACH OF CONTRACT

- I. In the event of tenderer's failure to fulfill any of the tender obligation including not lifting the contracted materials under this agreement Sambhar Salts Limited may take decision in regard to tenderers failure being final and binding on the tenderer(s).
- II. Sambhar Salts Limited shall have the full liberty to cancel the contract with immediate effect for the materials under the contract not taken delivery of by the tenderer as on the date in which case the Security/Earnest Money and cost of material deposited shall stand forfeited.

ARTICLE 15 FORCE MAJURE:-

Neither party shall be considered in default in the performance of its obligations under the control if and so long as such performance is delayed or prevented by recognized force major conditions which shall include acts of God, War, Accident, Fire, Floods, Epidemics arises Go-slow, Lock-out, Civil commotion and any other cause beyond the control of aforesaid causes or not and the existence of such causes or consequence may operate at the Sole discretion of Sambhar Salts Limited to extend the time of performance on the part of the Sambhar Salts Limited by the period as may be necessary to enable Sambhar Salts Limited to effect performance after the cause of delay will have caused to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

ARTICLE 16 : (I) ARBITRATION

- a) In the event of any question, dispute of difference whatsoever arising under this contract on in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged branch thereof, the same shall be referred to the Sole Arbitrator, Chairman & Managing Director, Hindustan/Sambhar 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 person and/or that he had to deal with the matter to which the contract relates and/or in the course of his duties he has expressed 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 to act for any reason, it will be lawful for the Chairman & Managing Director of the Hindustan/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 of defer his obligation under the contract and the same shall be carried out strictly in accordance with the terms and conditions of the contract.

(II) PENALTY:-

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 of 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 & circumstance of the case.

(III) JURISDICTION:-

Corporate office Jaipur	-	Jaipur
Sambhar Salts Ltd., Sambhar Unit	-	Jaipur

ARTICLE 17 :- MATERIAL DESCRIPTION:

The List is enclosed in Annexure-II.

ARTICLE 18: 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 volume and nature.

ARTICLE 19 : EFFECT OF ANY ADDITIONAL CONDITION

- (a) The tenders containing uncalled for or any additional condition are liable to be rejected.
- (b) No letters etc. forwarding or raising the rates or increasing of rate or reducing the rates or dealing with any other points in respect of his tender. If found in the tender will be considered.

ARTICLE 20 : DAMAGES UNDER THE CONTRACT :

RISK AND COST CLAUSE :- Without prejudice to the right of the Company and notwithstanding the obligations of the BUYER 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 buyer , the company will be free to Sale the material to any other party in any manner at the risk and cost of the Buyer and the additional loss on this account if any will be borne by the Buyer and can be realized from the Buyers pending bills/Earnest Money deposit or other dues.

ARTICLE 21 : DEDUCTION OF INCOME TAX AT SOURCE :-

If applicable shall be deducted at Source.

ARTICLE 22 : POWER OF ATTORNEY

A person signing the agreement or any documents forming part of the contract on behalf of the Buyer shall be responsible to produce a proper power of attorney duly executed and attested by a Notary Public under the Notaries Act in his favor stating that he had authority to being the Buyer 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 23 : NOTICES

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

ARTICLE 24 : GENERAL :-

- a. The tenderers /Customer's workmen shall have to abide by the Rule & Regulation including Safety and Security regulations of S.S.Ltd.
- b. The tenderer/Purchaser shall ensure that his workmen shall not touch any material except those materials shown to them. If any tenderer or his workmen is ever found violating the restriction then the purchaser shall be responsible for making good the loss to the owners on which their decision shall be final binding.
- c. Those tenderers whose tenders are accepted shall be bound by all acts of their employees, either during acceptance of tender or after the removal of the material and they shall be responsible for any act of negligence carelessness, or accident which may result in damage to Company's property. Any compensation that may have to paid in this regard will have to be born by the successful tenderers and they shall indemnify the Company against any such claim under any law.
- d. Canvassing in connection with tender is strictly prohibited and the tenders submitted by tenderer who report so canvassing will be rejected.
- e. Sambhar Salts Limited, reserves the right to accept or withdraw from Sale the materials offered for Sale in full or part thereof prior to or after the acceptance of the tender without assigning any reason whatsoever.

ARTICLE 25: CONTRACT DOCUMENT :

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

(Name & Signature of the Tenderers)

Date:

Complete Postal Address:

Place:

Encl. As above.

Annexure - 1 (Price Bid)

PRICE BID FOR UN-SERVICEABLE SCRAP MATERIAL LYING IN GENERAL STORE PROPOSED FOR SALE

Lot No.	Material Description	Quantity (Approximate)	Location	Rate Per Kg. (in figures & Words)
1.	Unserviceable Scrap Rails 41¼ Lb's./50/60 LBS	70.000 MT	Bara No. 7 and Near Central store No.2	Rs.

Signature of Party _____

Date:-

Name _____

Place:-

Address with seal _____

Annexure - II (Material Description)

**LIST OF UN-SERVICEABLE & UN-USEABLE SCRAP MATERIAL LYING IN
GENERAL STORE PROPOSED FOR SALE**

Lot No.	Material Description	Quantity (Approximate)	Location	Earnest Money Deposit(EMD)
1.	Unserviceable Scrap Rails released from N.G./M.G. Railway track.	70.000 MT	Bara No. 7 and Near Central store No.2	Rs. 40,000.00

Note:- The above quantity is on approximate basis which can be increased/decreased. The purchaser will have to lift the entire quantity of the above Rails and will clear the entire lot.
