

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

Tender for the supply of Dog Spikes, M.S. Fish Plate, M.S. Fish Bolts and Nut to Sambhar Salts Limited at Sambhar Lake.

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SAMBHAR SALTS LIMITED,
(A Government Enterprise)
SAMBHAR LAKE

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 duplicate 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 proforma i.e. Annexure-A to Part-II of the Tender Documents in separate sealed cover and superscripting "Price Bid".
 - (ii) Both the sealed covers should be submitted in a separate sealed covers marked.

(A) OFFER FOR MATERIAL AS UNDER :-

Dog Spikes, M.S. Fish Plate, M.S. Fish Bolts and Nut.

(B) SSL TENDER NO. 9-M&M/2010-11/

(C) DATE OF OPENING OF TENDER : 25.06.2010 at 15.30 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 authorizing him to do so.
- (iv) In case of Partnership firm a certified copy of Registration certificate of the firm alongwith 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 alongwith 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.
- (vii) Tender received after due date and time as mentioned in the tender document will not generally be entertained.
- (C) Tender received after due date and time as mentioned in the tender document will not generally be entertained.
- (D) The tender with terms and conditions in Part I & II duly signed shall be sent alongwith the Earnest Money deposit. Earnest Money deposit shall not be kept in the "Price Bid" of Tender but shall be enclosed with "Technical & Commercial Terms".
- (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 Incom Tax clearance Certificate alongwith attested copy of the Income Tax Return for the year ending 31st March 2010 from the Appropriate Income Tax authority in the form prescribed by the concerned department.

(3) Opening of Tender :

(a) Tenders will be opened at 15.30 hrs. on 25.06.2010 at Sambhar Salts Ltd. Sambhar Lake or by an Officer authorized on his behalf in the presence of tenderers present . The representatives will have to establish their identity to the satisfaction of the Sambhar Salts Limited by producing introductory letter/authority from their principals etc. otherwise they 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 extra payment 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 90 Days from the date of opening of tender. If required the tenderer shall extend the validity date. No revision/modifications in the tender and rate of 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. of the tenderer.

(5) Reference list :

The Tenderers should submit alongwith their offer reference list in support of their having carried out similar work in past in SSL 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 Tender and the year since the Account is being operated.

(7) Award of Contract.

(i) The 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 tender 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 lowest 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 from this tender and any amendments to issue 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.9-M&M/10-11/

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 proforma which is Annexure-A of the Tender Documents. It may please be noted that the Company may award the contract to the Tenderer whose 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 entries in the contract shall unless specifically stated to the contract shall cover the costs of Supervision, attendance, Labour, Material and tools etc. required and also include all fees, duties royalties, rents or other expenses whatsoever which the supplier may have to incur in connection with the carrying out of the contract.
- (c) The supplier will tender his rate for supply of material on F.O.R. Sambhar Lake (General Store) basis including discount, Packing/forwarding, Excise duty, Sales Tax, Surcharge, Freight, Octroi, Inspection/Testing, Insurance, unloading charges etc. Supplier should mention all State/Central Government Taxes, Levies and any other liabilities either to be borne by Company or by party himself clearly in the offer.
- (d) The price bid will be opened for the Tenders only of those Tenderers who have been found technically and commercially fit by the Company.
- (e) Please quote your lowest-rate as applicable for D.G.S. & D. other Government Department rate contract. If the items are covered under D.G.S. & D. rate contract only such rates should be quoted. Please also submit the price list & Technical Literature /Catalogue of the material.
- (f) On acceptance to this tender/offer or revised offer or counter offer either by the tenderer or the Sambhar Salts Limited as the case may be the terms and conditions contained in this it will also constitute a contract between the parties i.e. Sambhar Salts Limited, a Company incorporated under the Companies Act. 1956 having its Registered Office at B-427, Pradhan Marg, Malviya Nagar, 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 "Supplier" which expression shall unless repugnant to the context on the meaning thereby be deemed to include the Supplier's Lawful Successors, administrators and assignees of the other part.

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

ARTICLE-2: DEFINITIONS AND INTERPRETATION

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 "SUPPLIER"
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 approval 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: DELIVERY SCHEDULE

Within 15 days from the date of receipt of Purchase order.

ARTICLE-4: 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.

ARTICLE-5: INSPECTION OF MATERIAL

The Inspection of material will be carried out at party's works/General Store, Sambhar Lake.

ARTICLE-6 : PAYMENT TERMS:

90 % payment within 15 days after receipt of material at our store and balance 10% within 30 days.

ARTICLE 7 : QUALITY/SPECIFICATION AND DESCRIPTION OF THE MATERIAL TO BE SUPPLIED BY THE SUPPLIER.

S.No.	MATERIAL DESCRIPTION	QUANTITY
1.	M.S. Dog Spikes Size 110 MMX16 MM as per Indian Railway Standard	5.000 MT
2.	M.S. Fish Palate for 60 R Rails as per Indian Railway Standard	500 Pair
3.	M.S. Fish Bolts and Nut Size 3'x5/8" (60 R Rails) as per Indian Railway Standard	235 Kgs.

Date: _____

Place : _____

SIGNATURE OF TENDERER.

ARTICLE 8: BINDING NATURE OF THE CONTRACT.

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

ARTICLE 9: PAYMENT OF EMD ALONGWITH THE TENDER.

- 9.1 The tenderer should pay earnest money of Rs. 15,000/- in shape of cash or by bank draft payable at Sambhar Lake in favour of Sambhar Salts Limited. The successful tenderer will have to deposit 3%of estimated value of contract including deposit of Rs. mentioned above. The EMD of those tenderers whose tenderers are not accepted, will be refunded to them after the expiry of the validity period of their offers.
- 9.2 In case the party fails to take up the work within a specified period after acceptance of their tender revised offer or counter offer in consequences of this tender noted then the earnest money so deposited will stand forfeited by the Sambhar Salts Limited.

ARTICLE 10: EARNEST MONEY DEPOSIT AND PROVISIONS RECARDING ITS REFUND AND FORFEITURE ETC.

The supplier shall have to furnish as Earnest Money Deposit of an amount equivalence to 3% at the value of the contract after awarding of the contract to him by the Company in cash or in the form of Demand Darft of nationalized bank in the name of Sambhar Salts Limited only.

- 10.1 Interest will not be allowed on EMD :- In the event of breach of contract on the parties of the Supplier the Company will be entitled to forfeit wholly or partially the above amount of Earnest Money Deposit with the Company. No interest will be allowed on the Earnest Money Deposit paid in cash/demand draft. The company further reserves the right to adjust the Earnest Money Deposit towards any amount due to the Company from the Supplier and in such event, the Supplier on accept of notice from the Company, shall make further deposit to restore the Earnest Money Deposit to the full amount.
- 10.2 Refund of EMD:- On satisfactory performance of the contract and on receipt of "No. Demand" certificate from the GM(W) the EMD will be refunded to the Supplier provided that no claim whatsoever against the Supplier and nothing is due from the Supplier and that the Supplier has completed the work to the entire satisfaction of the Company.
- 10.3 Withholding 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 the withhold/forfeited wholly on partially at the sole discretion of the Company should be borne by Supplier either full or fulfill his contractual obligations on the settle in full dues to the Company.
- 10.4 Recover 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 losses or damages suffered by it due to delay in performance or non-performance of any of the conditions of the contract.
- 10.5 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 contract on 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 what so ever between the Suppliers and the Company without prejudice and in addition to the rights of the Company to recover the amount of any such claim by other remedies legally available.

- 10.6 Company's right to draw out from the EMD :- In the event of any breach of any terms and condition of the contract, the Company shall have the right to draw out of the EMD the amount to the extent of loss or damages etc. suffered by the Company and the Supplier shall made good this loss or damages to the extent of the amount so drawn within 15 days of the receipt of intimation from Sambhar Salts Limited. to this effect. 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 contract or any law for the lime being in force relating thereto or bearing thereupon. 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.
- 10.7 Deferring the refund of the EMD :- This EMD shall be refunded on the satisfactory completion of the contract certified by the Gm(W) of Sambhar Lake, as the case may be. It shall be lawful or 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 on adjusted.

ARTICLE 11: OPENING OF TENDER

Tenders will be opened in the office of the General Manager (Works) Sambhar Salts Limited, Sambhar Lake at 15.30 hrs. on 25.06.2010. 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 12: DOCUMENTARY PROFF 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 13: CANVASSING ETC. IS PROHIBITS

- 12.1 Canvassing in connection with the tender is strictly prohibited and tender is liable to be rejected.
- 12.2 Any bribe or commission, gift or advantage given promised or offered by or on behalf of the Tenderers their partners agents or servants to any officers, servant or representative of the Sambhar Salts Limited, for obtaining or for the execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability may incurred subject to the cancellation of the criminal to this tender or any other contracts and also to payment of any loss resulting from any such cancellation and the Sambhar Salts Limited shall be entitled to deduct the amount so payable from any money otherwise due to the Tender under this or any other contract. Any question or dispute as to whether the tenderers have incurred any liability under class 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 14 : EFFECT OF ANY ADDITIONAL CONDITION

- 14.1 The tenders containing uncalled for or any additional condition are liable to be rejected.
- 14.2 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 15 : SUBMISSION OF TENDERS BY A FIRM

A single person trading under his name should given his name 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, name 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 as per Articles of Association of the Company.

ARTICLE 16: KNOWLEDGE OF TERMS & CONDITIONS OF THE CONTRACT :

The Submission of the tender shall be sufficient proof of the tenderer having know the terms & conditions of the tender.

On Employment of Unaccepted persons:- "In case any labourers/ supervisors /person employed by the supplier 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 Supplier. The breach of this will entitle the Company to breach the contract.

ARTICLE 17 : 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.

ARTICLE 18 : JURISDICTION:-

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

ARTICLE 19 : FORCE MAJEURE AND OBLIGATION TO COVER UP THE SHORT FALL IF ANY ON THIS GROUND.

If the Company/Supplier is prevented from or delayed in performing any of its obligation under the contract by Force majeure, then it shall notify to the Company/Supplier of the circumstances constituting the force Majeure and the obligation, performance of which is hereby delayed or prevented and the Company/supplier 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 perention or delay constituting force majeure continue.

ARTICLE 20 : RECESSING AND CANCELLATION CONTRACT

In case the supplier fails to supply the material as stipulated under the contract arising out of or in consequence of this NIT or any revised terms and conditions agreed to in writing between the parties 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 a part from suppliers liability under other clause of the Contract.

ARTICLE 21 : DAMAGES UNDER THE CONTRACT :

RISK AND COST CLAUSE :- Without prejudice to the right of the Company and notwithstanding the obligations of the Supplier 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 supplier, the company will be free to obtain/purchase the material from any other sources in any manner at the risk and cost of the supplier and the additional burden on this account if any will be borne by the suppliers and can be realized from the suppliers pending bills/Earnest Money deposit or other dues.

ARTICLE 22 : DEDUCTION OF INCOME TAX AT SOURCE

If applicable shall be deducted at source.

ARTICLE 23 : NON-WAIVER

Failure of the Company to insist upon strict performance of any of the terms & condition incorporated in the contract or failure to promptly notify the supplier in the event of breach, or the acceptance of, or payment for any goods/service here under or approval of material shall not release the supplier of any of the guarantees and or obligations of the supplier and shall no be deemed a waiver of any right of other Company to insist upon the strict performance there of no shall any purported oral modification or revision of this contract by the Company operate as waiver of the terms thereof provided always that the liability of the Supplier shall be limited to the scope of work under taken herein.

ARTICLE 24 : 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 25 : CHANGE IN CONSTITUTION :

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

ARTICLE 26 : NOTICES

Any notices 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 27: CODNTRACT 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 & conditions mutually agreed in writing between the parties.

(Name & Signature of the Tenderer)

Date:
Place:

Complete Postal Address:

Encl.As above.

SAMBHAR SALTS LIMITED
(A Government Enterprise)
SAMBHAR LAKE-303604
Distt.Jaipur(Rahasthan)

.ANNEXURE 'A'

PRICE BID FOR THE SUPPLY OF FOLLOWING MATERIAL AS UNDER

S.No.	MATERIAL DESCRIPTION	QTY Reqd.	Rate Per item
1.	M.S. Dog Spikes Size 110 MMX16 MM as per Indian Railway Standard	5.000 MT	
2.	M.S. Fish Palate for 60 R Rails as per Indian Railway Standard	500 Pair	
3.	M.S. Fish Bolts and Nut Size 3'x5/8" (60 R Rails) as per Indian Railway Standard	235 Kgs.	

SIGNATURE OF TENDERER