



**Hindustan Salts Limited**  
(A Government of India Enterprise)

**Kharaghoda, Distt: Surendranagar (Gujarat) INDIA**  
**Tel/ Fax 02757-220201 / 220203 Website:www.indiansalt.com**

Tender No.

Dated :

Tender from reputed salt manufacturers for allotment of land on licence fee basis for production of salt etc on the company's land at Little Runn of Kutch at Kharaghoda, Distt: Surendranagar in Gujarat State.

Tender Document

May be obtained by  
30.09.2009 upto 2.30 PM

Last Date of submission of tenders

30.09.2009 upto 3.00 PM

Date of opening "Technical /  
Commercial Bids" of the tenders

30.09.2009 at 3.30 PM

Date of opening of Price Bid

Will be intimated after  
opening of Technical/  
Commercial bids to all  
eligible tenderer in writing.

Ref. No.

Dated:

The General Manager (Works)  
Hindustan Salts Limited,  
Kharaghoda.

**Tender from reputed Salt Manufacturers for allotment of land on licence fee basis for the production of salt etc on company's land at Little Runn of Kutch at Kharaghoda, Distt: Surendranagar in Gujarat State.**

We are submitting herewith our tender alongwith the following Documents -

- 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. In case of company registration certificate under the companies Act.
- III. Demand Draft for Rs. \_\_\_\_\_ against EMD in favour of Hindustan Salts Ltd at Kharaghoda (Gujarat) as detailed below:-

| Required land area | Amount of EMD (Rs.) |
|--------------------|---------------------|
| 500 acres          | 43,500              |
| 600 acres          | 52,200              |
| 700 acres          | 60,900              |
| 800 acres          | 69,600              |
| 900 acres          | 78,300              |
| 1000 acres         | 87,000              |

(Please add Rs.8,700/- as EMD per 100 acres of land Tendered for)

- IV. Upto date Income Tax clearance certificate alongwith an attested Copy of Income Tax Return for the year ending 31.3.2009.
- V. Price bid in separate envelop of the Para-II in a separate sealed Cover.
- VI. The declaration to the effect that we are not related to any of the Directors / Officers of Hindustan Salts Limited and Sambhar Salts Limited.
- VII. Experience certificate of their being salt manufacturer.
- VIII. 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.

Thanking you,

Date:  
Place:

Signature of the tenderer  
Affix Rubber Stamp

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|    | <b>Hindustan Salts Limited</b><br>(A Government of India Enterprise) |  |
| Kharaghoda, Distt: Surendranagar (Gujarat) INDIA<br>Tel/ Fax 02757-220201/220203      website: <a href="http://www.indiansalt.com">www.indiansalt.com</a> |  |  |

**PART I: INSTRUCTIONS TO TENDERERS**

1. General
  - a) The tender should be addressed to **the General Manager (Works), Hindustan Salts Limited Kharaghoda (Gujarat).**
  - b) Any offer or revised offer or counter offers either by the Tenderer or by the **Hindustan Salts Limited (HSL)** made in response to this tender, when accepted by **Hindustan Salts Limited (HSL)** or by the tenderer will constitute a contract between the parties.
  
2. Submission of Tender
  - a) 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. The work "NOT QUOTED" should be written against items in the schedule for which the tendered does not wish to quote.
  - b) Tender is to be submitted in duplicate in a sealed envelope. in the manner prescribed below:

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

    - (i) The price Bid should be submitted as ENVELOPE TWO, in separate sealed cover and superscribing "Price bid".
    - (ii) Both the sealed covers should be submitted in separate Sealed covers marked.
      - a. OFFER FOR -----
      - b. HSL'S TENDER NO. -----
      - c. DATE OF OPENING OF TENDER -----
    - iii) The tenderer must indicate the type of concern as whether Proprietary, partnership, private or public Limited 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 of 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) If case of a Sole Proprietary Concern it must be stated that if 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 be accepted.
- c) Tender not submitted in the appropriate prescribed form and not completed in all respects is likely to be rejected.
- d) The tender with term and conditions in Part I & II duly Signed shall be sent alongwith the Earnest Money Deposit. Earnest Money Deposit receipt 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 charged or incidental 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 the Tenders without assigning and reason thereof.
- f) Each Tenderer should submit Balance Sheet duly signed by the Chartered Accountant for the year ending 31.3.2009.

### 3. Opening of Tender

- a) Technical /commercial bids of the tenders will be opened at 3.30 P.M. on 30.9.2008 at the Office of **Hindustan Salts Limited** at Kharaghoda in the presence of tenderers present. The representatives will have to establish their identity to the satisfaction of the **Hindustan Salts Limited** by producing introductory letter/authority from their 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 it will be deemed to have understood fully about the terms and conditions of the tender.

4. Validity of offer: The price quoted 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. Tender should be for a minimum land allotment of 500 acres and further in the multiple of 100 acres.
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) The **Hindustan Salts Limited** reserves the right to accept in its sole and unfettered discretion any tender for whole or part quantities or to reject any or all tenders without assigning any reason therefore.
  - ii) To allot the land to one or more number of Tenderers either or equal price or on differential prices.
  - iii) To enter into parallel contracts simultaneously or at any time during the period of validity with one or more tenderers as the **Hindustan Salts Limited** may think fit.
  - b) **Tenderers, who have failed to fulfill earlier contractual obligations, will not be considered. Tenderers, who have worked with the company in past would submit the certificate for successful completion of work of the competent authority of the company.**
  - 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 **Hindustan Salts Limited** and both parties are bound by the terms and condition as stipulated in the tender documents.
8. **Signing of contract Agreement**

On acceptance of this tender/offer or revised offer or counter offer by the Tenderer, a contract/agreement will be signed between the parties at Kharaghoda i.e between Hindustan Salts Ltd by General Manager (Works), Kharaghoda and the authorized representative of the Tenderer.

9. **Payment of Licence Fee**

The licence fee for the land allotted at the agreed rates shall be paid to the Company at Kharaghoda as per the following details:-

- (i) 50% of the annual licence fee at the time of signing of the Agreement/Contract and subsequently on or before 30<sup>th</sup> September every year.
  - (ii) Remaining 50% of the Annual Licence Fee on or before 31<sup>st</sup> March and subsequently on or before 31<sup>st</sup> December every year.
10. Each page of the tender documents is required to be signed by the Tenderer.

Date:  
Place:

Signature of the tenderer  
Affix Rubber Stamp

|  |  |  |
|--|--|--|
|   | <b>Hindustan Salts Limited</b><br>(A Government of India Enterprise) |  |
| Kharaghoda, Distt: Surendranagar (Gujarat) INDIA<br>Tel/ Fax 0257-220201/220203      website: <a href="http://www.indiansalt.com">www.indiansalt.com</a> |  |  |

Tender No.

Dated :

**Part II**

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

In addition to Part-I (Instruction to tenderers) 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 - 1 : PRICE BID**

- (a) Price Rates/Bid is to be furnished in separate envelop (Envelope Two). It may please be noted that the company may award the contract to the Tenderer where rates are found highest without negotiations or after negotiations if necessary. Therefore, you are advised to be careful and quote your highest rates only.
- (b) Rates entered in the contract shall cover the entire costs. All Government levies, cess, service tax, taxes on production/sales of salt etc as applicable from time to time will be borne by the Tenderer. All land related taxes, land tax, land revenue fees etc related with the allotted land will be borne by the Tenderer.

On acceptance of this tender/offer or revised offer or counter offer either by the tenderer or by the **Hindustan Salts Limited** as the case may be the terms and conditions contained in this part will also constitute a contract between the parties i.e. **Hindustan Salts Limited**, a Company incorporated under the Companies Act, 1956 having its Registered Office at B-427,

Pradhan Marg, Malviya Nagar, P.B. No.146, Jaipur - 302017 (Raj) in the State of Rajasthan hereinafter called the "COMPANY" or "Hindustan Salt Limited" which expression shall unless repugnant to the context or of the meaning thereof be deemed to include the Company's Lawful successors, administrators and assignees of the one part.

AND,

M/s \_\_\_\_\_  
\_\_\_\_\_ in the state of \_\_\_\_\_, hereinafter called the "CONTRACTOR" which expression shall unless repugnant to the context or the meaning thereof be deemed to include the Contractor's Lawful successors, administrators and assignees of the other part.

The work will be required to be done in accordance with the terms & conditions for the allotment of land for salt production on licence fee basis. (as given in part II of the tender document).

**ARTICLE 2 : TERMS AND CONDITIONS FOR ALLOTMENT OF LAND FOR SALT PRODUCTION ON LICENCE FEE BASIS.**

- (i) The reserve price of allotment of land on licence fee basis is Rs.4,350/- per acre per year. Allotment would be for a minimum land allotment of 500 acres and further in the multiple of 100 acres.
- (ii) The land will be allotted initially for a period of 10 years extendable by further two extensions of Five years each from time to time subject to the condition that the Tenderer will be regular in payment of annual licence fee and the licensee has not indulged in making the breach of the contract, thus violating the Terms & Conditions of the contract during the licence period.
- (iii) The Tenderer will be bound to give virgin bitters free of cost to the company as the Company will have lien over the virgin bitters.
- (iv) All Government levies including service tax, cess, taxes on production/sales of salt etc as applicable from time to time will be borne by the Tenderer.
- (v) All land related taxes, land tax, land revenue or fees etc related with the allotted land will be borne by the Tenderer.
- (vi) The Tenderer will be responsible for compliance under various Acts/Labour Laws & Statutory liabilities etc in respect of person employed by the licensee for the production of salt etc. There will be no relationship with the Company as Master and servant with any of the employee, contract labour or contractor of Tenderer.

- (vii) In case the Company wishes to purchase salt from the Tenderer, priority to sell the salt to the Company as per market rate will be provided by the Tenderer, but Tenderer shall not have any right to compel the Company to buy salt from them.
- (viii) Entire process of salt production shall be carried out by the Tenderer itself without any direct or indirect assistance or supervision from the Company and will not engage Company's regular employees for this purpose without obtaining NOC from the Company.
- (ix) The Tenderer will utilize the allotted land for the production of salt and its bye products only and will not utilize the same for any other purpose.
- (x) The Tenderer would be entitled to put all necessary facilities in the allotted land for the purpose of manufacture of salt from traditional method, but Tenderer will not be allowed to manufacture Liquid Bromine or any of its bye products.
- (xi) The Tenderer will have right to construct Borewell etc. related with production of salt, manufacturing and commercial activities only on the land allotted to them including storage facilities for the collection etc. of virgin bitterns by the Company and if for any reasons or purposes other than above, permanent structures on license land required to be made by them, prior written permission from company will be taken.
- (xii) The Tenderer will be allowed infrastructure facilities such as, Circuit House, office premises, residential quarters, Laboratory, Railway Platform and Railway siding facilities on chargeable basis, if so required by them with mutually agreeable basis. In case the licensee requires any renovation and repairs, the cost thereon shall be borne by the licensee.
- (xiii) At the ultimate end of the license period, the Tenderer would be bound to peacefully handover the demised land area to the Company without any permanent change in its shape, size, structure and without any encumbrance etc. and arrange to remove the structures at its own cost.
- (xiv) Anything else which is mutually agreed between company and the Tenderer.
- (xv) Tenderer should mention the terms & conditions of works very specifically and clearly in its offer.

**ARTICLE 3 : BANK GUARANTEE**

The Tenderer will be required to furnish a Bank Guarantee equivalent to the amount of next year payable license fee every year on or before 30<sup>th</sup> September in each year. This Bank Guarantee will be extra over and above the advance licence fee payable.

#### **ARTICLE 4 : PENALTY FOR LATE SUBMISSION OF LICENCE FEE**

The Tenderer will be liable to pay the license amount as depicted in the terms of payment. In the event of Licensee's failure in timely payment, the simple interest @ 15% p.a. will be charged for first two months of default and thereafter with penal interest rate of 24% per annum shall be applicable. If the Licensee fails to pay for more than six months, then the Company will have right to recover the amount due with interest as also entitle to terminate the contract.

#### **ARTICLE 5 : BINDING NATURE OF THE CONTRACT**

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

#### **ARTICLE 6: GOVERNING LAWS AND RIGHT OF INDEMNITY OF THE COMPANY**

The Tenderer shall indemnify the Company represented through the **General Manager (Works)** for all the injuries caused to any person or to public property due to his negligence or to the negligence of his workmen.

#### **ARTICLE 7: TERMS OF EMPLOYMENT OF COMPANY: PERSONNEL ON DEPUTATION**

The Tenderer will not engage company's regular employees for production of salt without obtaining NOC from the company. There will be no relationship with the company as master & servant with any of the employee, contract labour or contractor of Tenderer.

#### **ARTICLE 8 : PAYMENT OF EMD ALONGWITH THE TENDER.**

- 8.1 The tenderer should pay earnest money as specified below in cash or by bank draft payable at Kharaghoda in favour of Hindustan Salts Limited, Kharaghoda. The EMD of those tenderers whose tenders are not accepted, will be refunded to them after the expiry of the validity period of their offers.

| Required land area | Amount of EMD (Rs.) |
|--------------------|---------------------|
| 500 acres          | 43,500              |
| 600 acres          | 52,200              |
| 700 acres          | 60,900              |
| 800 acres          | 69,600              |
| 900 acres          | 78,300              |
| 1000 acres         | 87,000              |

(Please add Rs.8,700/- as EMD per 100 acres of land Tendered for)

- 8.2 In case the party fails to take up the allotted land within a specified period after acceptance of their tender, revised offer or counter offer in consequences of this tender notice then the earnest money so deposited will stand forfeited to the company.

#### **ARTICLE 9 : OPENING OF TENDERS**

Tenders will be opened at company's Office at Kharaghoda, Distt: Surendranagar (Gujarat) at 3.30 P.M. on 30.09.2009. The tender, in which any of the prescribed conditions are not fulfilled, is liable to be rejected. **Hindustan Salts Limited, Jaipur** reserves the right to accept any tender/or to reject any or all the tenders received without assigning any reason.

#### **ARTICLE 10 : FINALIZATION OF RATE, TERMS & CONDITIONS OF ALLOTMENT OF LAND.**

The acceptance of tender/offer or revised offer or counter offer either tenderer or by Hindustan Salts Limited as the case may be, the decision of the Chairman & Managing Director shall be final. The company reserves its right to allot the land to one or more tenderers and on different rates and on different terms & conditions as the case may be, and therefore, no dispute whatsoever will be entertained by the Company.

#### **ARTICLE 11 : SIGNING OF THE CONTRACT AGREEMENT**

The successful tenderer to whom the land will be allotted have to execute an Agreement with the Company which will be binding on both the parties.

#### **ARTICLE 12: EFFECT OF ANY ADDITIONAL CONDITION**

- 12.1 The tenders containing uncalled for or any additional condition are liable to be rejected.
- 12.2 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 13 : 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 14: KNOWLEDGE OF TERMS & CONDITIONS OF THE TENDER**

The submission of the tender shall be sufficient proof of the Tenderer having known the terms & conditions of the tender.

#### **ARTICLE 15 : PAYMENT TERMS AND CONDITIONS OF ANNUAL LICENSE FEE**

- (a) 50% of the license fee at the time of signing of Agreement/contract and subsequently on or before 30<sup>th</sup> September every year.
- (B) Remaining 50% of the license fee on or before 31<sup>st</sup> March and subsequently on or before 31<sup>st</sup> December every year.

#### **ARTICLE 16 : 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 Limited, 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 17 : RECESSION AND CANCELLATION OF CONTRACT**

- 17.1 In case the Tenderer fails to complete the contract as stipulated in the contract or any revision and if the company apprehends the performance to be below average, the Company reserves the right to rescind the contract and recover from the said Licensee the loss, if any, incurred by the Company in doing so apart from his liability under clauses of the contract.

- 17.2 Any breach of conditions of this contract by the Tenderer shall entitle the Company to rescind the contract.
- 17.3 Any instance of the licensee or its member/employee taking part in or acting against the interest and image of the Company or its officials, in any manner whatsoever, at any time, will render and make the licensee liable to be debarred from continuing business transactions with the Company and the contract will be liable to be terminated.
- 17.4 Any external pressure exercised by the Licensee on the Company's officials in any manner whatsoever shall render the contract liable to be terminated.
- 17.5 The Company reserves the right to cancel the contact as a whole or a part or parts thereof by written notice to the Contractor if it has been mutually agreed that Contractor has failed to duly perform its obligations under this contract or complete the contract or if it appears for valid reasons that it will fail to fulfil its obligations under the contract for reasons other than those relieving him from his responsibility under any of the provisions of the contract.
- 17.6 Any bribe, commission, gift or advantage/favour given, promised or offered by or on behalf of the Licensee or 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 in any form other than as provided under the contract shall in addition to the criminal liability he may incur subject to the licensee to cancellation of this or any other contract and also render it liable to make payment towards any loss resulting from any such cancellation and the Company shall be entitled to recover the same from the licensee.
- 17.7 The Company reserves the right to cancel the contract if the Licensee becomes bankrupt or goes into liquidation or any receiver is appointed for any of the property owned by the Licensee.

#### **ARTICLE 18 : SUB-LETING OF CONTRACT**

The Licensee shall not sub-let or assign land allotted under this contract or any part thereof. In the event of the licensee sub-letting or assigning or any part thereof without such permissions, the Company shall have the right to terminate the contract and the licensee shall be liable to pay for any loss or damage which the Company may suffer. The company will not recognize any contractual obligations with any person or party too whom the contract has been sub-let.

#### **ARTICLE 19 : DAMAGES UNDER THE CONTRACT**

- 19.1 Risk & Cost Clause: Without prejudice to the right of the company, and not withstanding the obligations of the Contractor under the contract arising from the acceptance of this tender or the revised offer or counter offer in response to this tender or in consequences of this NIT in the event of any

failure on the part of the Contractor. The company will be free to get the same executed in any manner at the risk & cost of the Contractor and the additional burden in the account, if any, will be borne by the Contractor, and can be realised from the Contractor's pending bills / earnest money deposit or any other dues. This is without prejudice to the company's claim for the other losses and damages that may arise due to the failure of the supplier to keep upto the terms of the contract.

- 19.2 Decision regarding loss or damage to company's property: The decision in regard to responsibilities for any damage occasioned to the Company's property by any act of negligence of any person in the employment of Contractor shall rest with the General Manager (Works) and in the event of any appeal to the Chairman & Managing Director his decision shall be binding and final. The appeal shall be filed within 30 days from the date of the order appealed against.

**ARTICLE 20 : DEDUCTION OF INCOME-TAX AT SOURCE** : If applicable shall be deducted at source.

**ARTICLE 21 : NON-WAIVER** : Failure of the Company to insist upon strict performance of any of the terms & conditions incorporated in the contract or failure to promptly notify the Contractor in the event of breach, or the acceptance of, or payment for any goods/services hereunder or approval of material shall not release the Contractor of any of the guarantees and/or obligations of the Contractor and shall not be deemed a waiver of any right of the Company to insist upon the strict performance thereof 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 Contractor shall be limited to the scope of work undertaken herein.

**ARTICLE 22 : POWER OF ATTORNEY** : A person signing the agreement or any documents forming part of the contract on behalf of the Contractor shall be responsible to produce a proper power of attorney duly executed and attested by a Notary Public under the Notaries Act in his favour stating that he had authority to bind the Contractor in all matters pertaining to the contract including the arbitration clause. This power of Attorney will have to be produced at the time of signing of this Agreement itself.

### **ARTICLE 23 : CHANGE IN CONSTITUTION**

- 23.1 On the death or retirement of any partner of the successful Tenderer/Firm before complete performance of the contract, the Hindustan Salts Limited may at his option cancel the contract and in such case the Tenderer shall have no claim whatsoever to be compensated by Hindustan Salts Limited.
- 23.2 Without prejudice to any of the rights or remedies under this contract, if Contractor is proprietorship concern and the proprietor dies during the performance of this contract, the Hindustan Salts Limited shall have the

option to terminate the contract without compensation and the Company will be entitled to recover its claim from his/her legal heirs and from the property moveable or immovable of the Contractor.

**ARTICLE 24 : NOTICES**

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

**ARTICLE 25 : CONTRACT DOCUMENT**


A contract arising out of acceptance of this tender or in consequence of this tender, the company and the Contractor, agreed to abide by all the terms & conditions of Part I & II 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

**PRICE BID - ENVELOPE TWO**

**Annexure - I**

|   |  |  |
|---|--|--|
|    | <b>Hindustan Salts Limited</b><br>(A Government of India Enterprise) |  |
| Kharaghoda, Distt: Surendranagar (Gujarat) INDIA<br>Tel/ Fax 02757-220201 / 220203      website: <a href="http://www.indiansalt.com">www.indiansalt.com</a> |  |  |

**Sub: Tender from reputed salt manufacturers for allotment of land on licence fee basis for production of salt etc on the company land at Little Rann of Kutch at Kharaghoda, Distt: Surendranagar in Gujarat State.**

Tender No. :

Dated :

| S.No. | Description   | Rates per acre per year (Rs.) | Area of land (in acres) | Total lincence fee per year (Rs.) |
|-------|---|-------------------------------|-------------------------|-----------------------------------|
| 1.    | Allotment of land on licence fee basis to private salt manufacturers for production of salt on the company land at Little Runn of Kutch at Kharaghoda, Distt: Surendranagar in Gujarat State. |                               |                         |                                   |

I / we have deposited Rs. \_\_\_\_\_ by way of Earnest Money Deposit as per Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ or enclosed D.D. No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of Hindustan Salts Limited, Kharaghoda.

Date:  
Place:

Signature of the tenderer  
Affix Rubber Stamp