



## TENDER DOCUMENTS

**Tender for Design, Engineering, Supply, Installation, Commissioning, Operation & Maintenance of Bromo Compound Production Plant/s on self-financing basis at HSL, Kharaghoda.**

Tender No.	40(Com) Purchase/2017-18
Tender issue date	20.09.2017
Tender Notice detail	Uploaded on 16.09.2017
Pre Bid Meeting	25.09.2017 at 11.00 Hrs at office of Addl. General Manager (Comml.), Hindustan Salts limited, G-229, Sitapura Industrial Area, Jaipur-302022, Rajasthan
Last date and time of submission of tender	12.10.2017 at 15.00 Hrs at office of General Manager(Works), Hindustan Salts Limited, Kharaghoda, Dist.-Surendranagar, Pin-382 760, Phone: 02757-220204; Fax: 02757-220203
Date of opening of Bids	12.10.2017 at 15.30 Hrs. at office of General Manager (Works), Hindustan Salts Limited, Kharaghoda, Dist.- Surendranagar, Pin-382 760, Phone: 027 57-220204; Fax: 02757-220203
Cost of tender form	Rs.500 /- by DD drawn in favour of Hindustan Salts Limited and payable at Kharaghoda
EMD	Rs. 6.00 Lacs by DD drawn in favour of Hindustan Salts Limited and payable at Kharaghoda /RTGS / NEFT

## Hindustan Salts Limited

(A Government of India Enterprise)

CIN: U14220RJ1958GOI001049

Registered Office: G-229, Sitapura Industrial Area, Jaipur-302022(Raj.)

Tel/ Fax: 0141- 2771427 / 2771449

Unit : Kharaghoda, Dist.-Surendranagar, Pin-382 760

Phone : 01425-228249; Fax : 01425-228244

E mail : [kharaghoda@indiansalt.com](mailto:kharaghoda@indiansalt.com)/[purchase@indiansalt.com](mailto:purchase@indiansalt.com)

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Website : [www.indiansalt.com](http://www.indiansalt.com)

## **PART I: INSTRUCTIONS TO BIDDERS**

### **1. General**

Hindustan Salts Limited (HSL), Kharaghoda (hereinafter to be referred as “HSL” or “Company”) is having two Bromine Plants with production capacity of 900 MT per annum. The Liquid Bromine is produced from the mother liquor called Virgin Bittern, which is left after production of salt.

The Liquid Bromine can be utilized to manufacture various quality Bromo Compounds which in turn are consumed in rubber/ agrochemicals/flame retardant etc. industry and therefore portable plant(s) can be installed at HSL, Kharaghoda for manufacturing of Bromo compounds

Accordingly offers are invited from capable parties for “**Design, Engineering, Supply, Installation, Commissioning, Operation & Maintenance of Bromo Compound Production Plant/s on self-financing basis at HSL, Kharaghoda**”, wherein company shall provide sufficient supply of Liquid Bromine and bidders are required to install the portable plant(s) for manufacture of various quality Bromo Compound which be sale/consumed by party itself. The cost for installation of plant is in the scope of successful bidder only.

The Bromo-compound manufactured from the plant will be of such quality that there shall be no short term / long term damage to the surrounding environment including human beings and flora & fauna in the area and shall be meant for use/consumption for Industrial purpose only i.e. cannot be used in any terrorist/anti-social activity.

### **2. Eligibility Criteria:**

#### **2.1 General**

This tender enquiry is open to firms (which include companies, partnerships, proprietary concerns etc.) who may individually or as a consortium / jointly commit to implement the said project on Self-financing basis.

#### **2.2 Financial Eligibility Criteria**

##### **2.1.1 Annual Turnover**

Bidder should be capable & financially sound to arrange the finances for the project and shall have minimum average Annual Turnover of Rs. 1 Crore (One Crore) for the preceding three financial years ending on 31<sup>st</sup> March 2017.

##### **2.1.2 Net Worth**

The bidder shall have positive Net worth on the last day of the previous financial year. In this regard, net worth as indicated in audited annual accounts only shall be considered.

In case of consortium/ joint venture the average of annual turnover and net worth shall be calculated by weighted mean on the basis of the equity/profit sharing participation of its members as indicated in MOU.

## **2.4 Technical Eligibility Criteria**

The Bidder should be having requisite past experience of installation of Bromo Compound Manufacturing Plant or Chemical Production plant of similar nature, which should be presently operational. Similar Chemical Production plant shall mean, the plant where product is manufactured through method of Chemical processing same as used in the said Bromo Compound Plant.

Bidder such as manufacturer/ seller / consumer of Bromo Compound for at-least period of one year during last seven years ending on 30<sup>th</sup> June 2017/ any sound ENTREPRENEUR are also allowed to participate in the tender, however, such party will essentially engage experienced Contractor(s) having requisite past experience of installation of Bromo Compound Manufacturing Plant for manufacturing of Key Components of the said Plant. The documents in support of the above technical eligibility criteria to be submitted with technical bid.

In case of Joint Venture/Consortium the technical eligibility criteria to be fulfilled by the Lead Partner.

## **3. Joint Venture / Consortium**

3.1 The ownership structure of each member of the Bidder entity must be in accordance with the extant laws in respect of capital, equity participation in a Joint venture, nationality and registration with the relevant agencies. In case of participation by foreign companies, their respective Governments should accredit them, if required.

3.2 The bid should contain details of each member of the Consortium.

3.3 The number of members of a consortium shall be limited to three.

3.4 An individual Bidder or a member of a particular Consortium cannot be a member of any other Consortium applying for the same project.

3.5 Members of a Consortium shall nominate one of the members as a Lead Member.

3.6 The Lead Member shall not have less than 51% equity in the Joint Venture Entity.

3.7 On award of the project, the Consortium having the same members only would enter into agreement with HSL.

3.8 In case a joint venture company/ companies is / are established for the purpose of implementing the project, the lead member shall continue to hold a minimum equity stake equal to 51% of such company / companies until 3 year of Commencement of Operation date (COD).

## **4. Essential Requirement of the Bidder/Tenderer:**

4.1 The bidder should be registered with the appropriate registration authority (Labour Commissioner, Income Tax Department, GST Registration Department, Employees Provident Fund and Employees State Insurance Acts etc.as applicable).

4.2 The bidder should have its own Bank Account;

4.3 Bidder to provide self-declaration separately as follows:

Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Government or any of their agencies.

## 5. SUBMISSION OF TENDER

5.1 The tender should be submitted in two bid system as described below.

Following is to be submitted in a separately sealed envelopes Super-scribed as follows:

- i) **Pre- qualification Bid / Technical** (Envelop-1)
- ii) **Price / Financial bid** (Envelop-2)

Both the above envelopes must be placed in a big envelope (Envelop-3), super scribed as under:

To  
General Manager (Works), Hindustan Salts Limited,  
Kharaghoda, Dist. Surendranagar-  
382760(Gujarat) Tel / Fax : 01425-224249;  
Fax01425-224244  
Email : [purchase@indiansalt.com](mailto:purchase@indiansalt.com) / [kharaghoda@indiansalt.com](mailto:kharaghoda@indiansalt.com)  
website: [www.indiansalt.com](http://www.indiansalt.com)

**(A) Tender No. : 40 (Com) Purchase/2017-18 dt.20.09.2017**

**(B) Name of Work for which tender is submitted:**

**(C) Last date & Time of submission of tender: 12.10.2017 up to 15.00hrs**

5.2 The tender shall be submitted by dropping the Envelop-3 in the tender box placed for the purpose on or before due date of opening of the tender as prescribed in the tender documents.

Non submission of requisite document(s) or providing of incomplete technical details by the bidder is liable to bid cancelation during the technical evaluation stage itself without any further reference, whatsoever.

**5.2.1 Pre-Qualification Bid (PQB) / Technical documents:** Following documents are required to be submitted in the sealed Envelope No.1 - **Super scribed as - Pre-Qualification / TECHNICAL-Bid.**

5.2.1.1 Covering letter indicating the list of enclosures.

5.2.1.2 **Cost of tender form** (Rs.500/-) by DD drawn in favour of Hindustan Salts Limited and payable at Kharaghoda or may also be deposited in Company's account through RTGS/ NEFT) and **Bid Security (EMD)** (Rs. **Six** Lac Only) by DD drawn in favour of Hindustan Salts Limited and payable at Jaipur (Rajasthan) or may also be deposited in Company's account through RTGS/ NEFT in original or proof of same if deposited in Company's account through RTGS/ NEFT with declaration as per **Annex-1.**

5.2.1.3 General information of the Bidder duly signed by the bidder or his authorized representative in the Performa and format as given in **Annex-2.**

5.2.1.4 Original/downloaded tender document duly filled in, signed and stamped by the bidder or authorized representative of the bidder.

5.2.1.5 Latest /Valid Authorization from the Principal Company/Manufacturer to the bidder for its brands/products, if applicable.

5.2.1.6 Declaration as per **Annex-3** along with attested Copy of Income Tax Return for the last three years, PAN No., GST Registration Certificate of the bidder;

- 5.2.1.7 Undertaking to accept Terms and Conditions of the Tender document and to comply with them as per **Annex- 4** on Non-Judicial stamp paper of Rs. 100/- duly notarized and signed by the bidder or authorized representative of the bidder (To Be submitted by the successful bidders only).
- 5.2.1.8 List of major existing clients in India & documents as proof of successful execution of similar works as per Eligibility Criteria mentioned at Clause 2 of Part-I, along-with certified copies of the valid Rate Contract/purchase orders/indents executed/Contract for providing of identical/similar stores to other organization / Institutions in India in the recent past. However, in case of non-availability of such certificate the decision of the purchaser shall be final in this regard.
- 5.2.1.9 The bidder should be registered with appropriate authorities under Income Tax Dept., Service Tax department, labour commissioner, Employees Provident Fund and Employees State Insurance Acts etc. as applicable.
- 5.2.1.10 The bidder should furnish a list of technical / Competent staff with their qualification & experience, who will be deployed at the plant for operation & Maintenance for said tender.
- 5.2.1.11 Undertaking regarding all the safety precautions as per appendix-1 to be signed by the bidder or authorized representative of the bidder (To Be submitted by the successful bidders only).

### **5.3 PRICE BID**

The Price Bids must be submitted in the prescribed format as **Annex- 5** and nowhere else in Envelope-2 only.

**PLEASE NOTE THAT NO PRICES SHALL BE INDICATED IN THE PQB OR THE TECHNICAL BID OTHERWISE, THE BID WILL BE REJECTED OUTRIGHTLY WITHOUT ANY FURTHER CORRESPONDENCE**

Quoted payable amount against the provided Liquid Bromine & facilitation for running the plant, will increase by 5% every year on quoted rates . Say during the first year rates is Rs 'X' Per MT, then second year rates will be Rs.1.05 X / MT, third year will be Rs.1.10 X / MT, fourth year Rs1.15 X / MT and fifth year rates will be 1.2 X / MT for each plant.

In any Situation/circumstances if contractor remove/dismantle the portable plant(s), the cost for dismantling of plant will be borne by contractor himself.

The rate for dismantling of plant must be quoted in price bid at Annex-5 for reference purpose only.

**Any revision in the Taxes & Duties slab will be in scope of bidder only.**

The rate must be written both in words and figures. There should be no erasures and or over writings. Corrections, if any, should be made clearly and initialed with date. In case if there is variation observed in the rates in between words & figures, the lowest rate shall be considered.

### **6.0 OPENING OF TENDERS**

- 6.1 Technical Bids shall be opened at notified date & time at the office of General Manager (Works), Hindustan Salts Limited, Kharaghoda, Dist-Surendranagar, Gujarat, Pin-382 760, by authorized Committee, in the presence of Bidders or their representatives, so present and date of opening of Price Bid shall be notified to all qualified bidders. The representative will have to establish his identity to the satisfaction of the Hindustan Salts Limited by Producing introductory letter/ authority from their Principal etc. otherwise they may not be allowed to attend the Tender opening.
- 6.2 In case notified date for submission/opening of Tenders happens to be holiday then submission/ opening of Tenders will take place on next working day.

6.3 Date of opening of Price Bid shall be notified to all qualified bidders.

**7. GENERAL CONDITIONS OF CONTRACT**

- 7.1 The Company reserves the right of giving purchase / price preference to the offers from Public Sector Undertakings in accordance with the policy of Govt. of India from time to time.
- 7.2 Bidders are advised to be careful to quote the genuine rates only.
- 7.3 Tender received after due date and time as mentioned in the tender document will not be entertained.
- 7.4 The firms black listed by any of the Govt. Department shall not be eligible for submission of bid.
- 7.5 Tender not submitted in the appropriate prescribed form and not completed in all respects shall be rejected.
- 7.6 Tenders without requisite EMD and Cost of Tender Form shall be rejected out-rightly.
- 7.7 Bidder 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 choose to withdraw the notification of tender or reject all the Tenders without assigning any reason thereof.
- 7.8 In case, Bidder is having DGS&D rate contract, a copy of which should be enclosed.
- 7.9 In case, Bidder is registered with NSIC as SSI, a copy of certificate should be enclosed and are exempted for remitting EMD and Cost of Bid Document.
- 7.10 The firms registered as Micro & Small Enterprises (MSE's) should enclose a copy of registration certificate to avail exemption for remitting EMD & cost of Bid Document. The provisions of "Micro, Small & Medium Enterprise Development Act, 2006 and the Micro and Small Enterprises (MSE's) Order, 2012 (as amended from time to time), shall be applicable.
- 7.11 *Further Startups Medium Enterprises (recognized by DIPP) are also exempted from submitting Earnest Money Deposit.*
- 7.12 The material supplied by the Bidder must mandatorily be having DCR component i.e. manufactured in India only in pursuance of the Make in India initiative of Government of India

**8. Award of Contract:**

- 8.1 Bidders, which have failed to full-fill earlier contractual obligations, shall not be considered.
- 8.2 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 Bidder and the Hindustan Salts Limited and both parties are bound by the terms and conditions as stipulated in the tender documents.
- 8.3 **The company reserves the right to cancel any or all tenders without assigning any reason whatsoever.**

**9. Visiting Company Website: Bidders are requested to visit company's website, regularly, for keeping updated them regarding issuance of any corrigendum, which shall be published on company website i.e. [www.indiansalt.com](http://www.indiansalt.com) only.**

Date:  
Place:

Signature of the Bidder  
Affix Rubber Stamp/Common Seal

# **Hindustan Salts Limited**

(A Govt. of India Enterprise)

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## **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.**

In addition to Part-I (Instruction to Bidders) the following terms and conditions will apply to the contract.

#### **ARTICLE -1: DEFINITIONS AND INTERPRETATION.**

- 1.1 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.-
- 1.2 "COMPANY": shall mean "Hindustan Salts Limited", A Company within the meaning of Companies Act, 1956 having its Registered Office at Hindustan Salts Limited (A Government Enterprise),G-229,Sitapura Industrial Area, Jaipur-302022 (Rajasthan) India Capital of Rajasthan State and shall include its lawful successors and assignees.
- 1.3 "BIDDER": shall mean Individual/Firm/Company.
- 1.4 "CONTRACT": shall mean the Terms and Conditions as per the Tender Documents Part-I & Part-II and SUBSEQUENT A MENDMENTS THERETO, if any, agreed in writing by the parties hereto on the basis of which the Bidder shall execute the contract.
- 1.5 "CONTRACTOR" shall mean Individual/Firm/Company to whom contract has been awarded by company.
- 1.6 "APPROVAL OF COMPANY": shall mean the written approval of the Chairman & Managing Director of the Company or any person(s) authorized by him for this purpose.
- 1.7 Words denoting masculine gender or singular number shall also include the feminine gender and plural number and Vice - Versa where the contract so requires or permits.

#### **ARTICLE 2: SCOPE OF W ORK**

##### **2.1 SCOPE OF W ORK**

- 2.2 HSL at its Kharaghoda unit is having two Bromine Plants with production capacity of 900 MT per annum. The Liquid Bromine is produced from the mother liquor called Virgin Bittern, which is left after production of salt.



The Liquid Bromine can be utilized to manufacture various quality Bromo Compounds which in turn are consumed in rubber/ agrochemicals/flame retardant etc. industry and therefore portable plant(s) can be installed at HSL, Kharaghoda for manufacturing of Bromo compounds

Accordingly offers are invited from capable parties for “Design, Engineering, Supply, Installation, Commissioning, Operation & Maintenance of Bromo Compound Production Plant/s on self-financing basis at HSL, Kharaghoda”, wherein company shall provide sufficient supply of Liquid Bromine (including both BIS Mark+Non BIS mark) and bidders are required to Install the portable plant(s) for manufacture of various quality Bromo Compound which be sale/consumed by Successful Bidder/Contractor itself. The cost for installation of plant is in the scope of successful bidder only.

The Bromo-compound manufactured from the plant will be of such quality that there shall be no short term / long term damage to the surrounding environment including human beings and flora & fauna in the area and shall be meant for use/consumption for Industrial purpose only i.e. cannot be used in any terrorist /anti-social activity. Bidders are required to submit Undertaking regarding the same alongwith Technical Bid.

Bidders are required to submit detailed note regarding Bromo Compound to be manufactured, Total Installed Capacity of Plant, Quality of Product, Use of the product, Details of Plant & Machinery, Cost of Installation of Plant, Per Unit cost of production of final product etc. alongwith Technical Bid.

2.3 Company shall arrange supply of sufficient quantity of Liquid Bromine ( including both BIS Mark+Non BIS mark) having requisite quality. Successful bidder is required to Install the plant for production of Bromo Compound at its own cost, Operate the plant & consume / sale the output product by following standard operating procedures for a period of Five year each including installation period & remit to the HSL for Liquid Bromine Provided on Per MT basis & facilitation for running the plant by the HSL, after which portable plant shall be removed from the site of HSL, Kharaghoda and taken back by the party or if found suitable may be taken over by the company.

2.4 Company shall supply 70% of the actual Bromine Production to the Contractor for production of Bromo Compound and remaining production shall be sold in the market. This 70% of the Liquid Bromine (BIS Mark as well as Non BIS Mark) shall be provided to the Contractor at Percentage (%) Higher than the Monthly Weighted Average Selling Price of Remaining (i.e. 30%) of Liquid Bromine sold in market during the prevailing month by the company.

Accordingly Bidders are required to quote the percentage (%) Higher than the Monthly Weighted Average Selling Price of Remaining (i.e. 30%) of Liquid Bromine sold in market during the prevailing month by the company in the Price and the Bidder quoting highest percentage shall be considered as H-1 & successful bidder .

Rates shall be Ex- Kharaghoda unit Stores exclusive of taxes and duties, however Contractor is required to pay all taxes and duties as applicable on the date of dispatch of material.

Further transportation of Liquid Bromine from Kharaghoda unit stores to the Portable plant for production of Bromo Compound shall be in the scope of Bidder.

2.5 Bids shall only be evaluated on the basis of Percentage above the **Monthly Weighted Average Selling Price of 30% Liquid Bromine** sold in the market during the prevailing month by the company Per MT for Liquid Bromine, quoted by Bidder against the tender enquiry, i.e. the contract shall be awarded to qualified Bidder quoting highest Percentage(%) **Higher than the Monthly Weighted Average Selling Price of 30% Liquid Bromine** sold in the market during the prevailing month by the company irrespective of the capacity of Bromo Compound Production Plant Installed by the successful Bidder.

- 2.6 The construction of shed for the plant and portable warehouse facility for storage of Bromo-Compound shall also be in the scope of bidder.
- 2.7 Contractor will have no right on the land whatsoever of any kind, on which plant is Installed / Constructed and any ancillary activities in relation with the plant covered under this tender are carried out.
- 2.8 All equipment, requisite civil/electrical work, including manpower for installation and operation of plant are in the scope of Contractor. Water required during Construction / Erection/ Installation works shall be in the scope of Contractor.
- 2.9 All the statutory approvals and compliances of State/Central Governments for Installation and operation of portable plant for production of Bromo Compounds and ancillary constructions /activities (i.e. storage of raw material /final product, sale/dispatch of final product by Contractor etc.) in relation with the same including all compliances in relation to Pollution Control Board are in the scope of successful bidder.
- 2.10 Since the plant is portable plant, therefore after expiry of contract period/ extended contract period the Contractor shall remove the plant from HSL, Kharghoda site and vacate the site without hampering the nearby area.  
In any Situation/circumstances if contractor remove/dismantle the portable plant(s), the cost for dismantling of plant will be borne by contractor himself.
- 2.11 PERIOD FOR INSTALLATION & COMMISSIONING OF PLANT FOR PRODUCTION OF BROMO COMPOUNDS** :The plant for production of Bromo Compounds shall be commissioned at site within period of (4) four months from date of issue of LOI. Extension of period for commissioning of plant without imposition of penalty shall be considered based on proper justification.
- 2.12 Contractor shall operate the plant for five years from the date of commissioning of plant for production of Bromo Compounds, by following the standard operating procedures and placement of competent staff. The manpower placed by the Contractor must be having the requisite qualification and experience and shall also comply the statutory guidelines (if any). All the costs involved in the operation of plant including electricity are in the scope of Contractor only. Further all kinds of major/ minor maintenance works including repair / replacement of equipment's, spares, parts, civil / electrical works required during the Contract period in relation to the Installed Bromo Compound Plant are in the scope of contractor. Proper records for the issue of Spares i.e. entry in requisite record books of stores and entry gate of plant is to be maintained. The record for scrap released from the replacement /repair of plant should be made at stores of plant.
- 2.13 The fuel for operation of plant shall be arranged by Contractor from the authorized vendors by following proper norms and procedures prescribed by the Central/State Government from time to time.
- 2.14 Contractor shall maintain proper safety standards during the operation of plants and shall also provide appropriate safety gears to his staff and manpower deputed at site during operations of plant. Contractor and his staff deployed at the site shall follow the prevailing Company discipline and work at the site without affecting other works and Workmen deputed by company, working in nearby area.
- 2.15 Contractor shall run the plant without disturbing/ damaging the surrounding area.

- 2.16 All the Bromo Compounds manufactured at plant shall be consumed / sold by the successful bidder only during the period of contract, however Contractor shall share the Technical knowledge about Product, Installation and Operation of the plant with the company.
- 2.17 Contractor shall remit the payment for the actual quantity supplied on advance basis. Rates for supply of Liquid Bromine shall be applicable as on the date on which Liquid Bromine is supplied.
- 2.18 Contractor shall be responsible cover all the manpower provided by him for Construction and Installation of plant operation and maintenance of plant including all ancillary operations like stacking, loading / unloading of material etc. under appropriate Insurance Scheme, so that all claims due to damages, accidents etc. (if any), shall be covered in the said scheme.
- 2.19 Contractor has to agree to indemnify the company from any or all claims for damages that may result during the operation and maintenance of the plant by the contractor.
- 2.20 Since the plant is portable plant, therefore after expiry of contract period/ extended contract period the Contractor shall remove the plant from HSL, Kharghoda site and vacate the site without hampering the nearby area.

**2.21 Maintenance of Records:**

The Contractor has to maintain the following records:

- a) Attendance Register of the Staff Deployed by the Contractor
- b) Daily/weekly/monthly preventive and overhaul maintenance register cum-log book for the plant with date and time of replacement of spares / parts / equipment as applicable.
- c) Inspection Register
- d) All the above mentioned Registers shall be checked by the Engineer-in Charge/or by authorized Representative of HSL.

**2.22 Obligations of the Contractor:**

- 2.22.1 The Contractor should employ men/women aged between 18 –58 (and preferably below 55), who have good health and clean conduct record.
- 2.22.2 The Contractor should employ personnel who can converse well in English, Hindi and / or local language.
- 2.22.3 The Contractor should provide at least 2 sets of Uniforms to all personnel employed by them.
- 2.22.4 The Contractor should provide necessary tools and equipment's that are necessary for the Execution of works as mentioned in the tender.

**ARTICLE 3 : BID EVALUATION CRITERIA**

- 3.1 **Bidders should be PQB & technical responsive as per the prescribed requirement in the NIT duly certified by the constituted Technical Evaluation Committee of the company.**
- 3.2 **Company shall supply 70% of the actual Bromine Production to the Contractor for production of Bromo Compound and remaining production shall be sold in the market. This 70% of the Liquid Bromine (BIS Mark as well as Non BIS Mark) shall be provided to the Contractor at Percentage (%) Higher than the Monthly Weighted Average Selling Price of Remaining (i.e. 30%) of Liquid Bromine sold in market during the prevailing month by the company.**

**Accordingly Bidders are required to quote the percentage(%) Higher than the Monthly Weighted Average Selling Price of Remaining (i.e. 30%) of Liquid Bromine sold in market during the prevailing month by the company in the Price and the Bidder quoting highest percentage shall be considered as H-1.**

#### **ARTICLE 4: DURATION OF CONTRACT**

- 4.1 64 Month from the Date of Issue of LOI , which includes four months for Installation and commissioning of plant.
- 4.2 Successful bidder shall pay for Minimum 70% of the actual production of Liquid Bromine (BIS Mark + Non BIS) during the month based on the rates finalized as a result of this tender irrespective of actual quantity of production of Bromo Compound.

#### **ARTICLE -5: PRICE BID**

- 5.1 Price Bid to be furnished in the prescribed Performa is attached at **Annex-5, Row A ,B & C** of the Tender Documents.
- 5.2 **The Percentage must be written both in words and figures, in case of variance between the two the words shall prevail. There should be no erasures and or over-writings. Corrections, if any, should be made clearly and initialed with date.**
- 5.3 On acceptance of this tender/offer or revised offer or counter offer either by the Bidder 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 G-229,Sitapura Industrial Area, Jaipur- 302022 (Rajasthan) in the State of Rajasthan, India 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 shall mean Individual/Firm/Company.

#### **ARTICLE-6 PAYMENT OF EMD ALONG WITH THE TENDER**

- 6.1 Bidder should pay earnest money deposit (EMD) amounting to Rs.6,00,000/- (Rs. Two Lac) **by bank draft** payable at Kharaghoda in favour of **Hindustan Salts Limited**. The tender without earnest money shall be out rightly rejected.
- 6.2 In case the party fails to deposit the amount 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.
- 7.1 **Security Deposit :**  
Security Deposit shall be submitted by Contractor in following manner :

##### **7.1.1 Amount of Security Deposit to be submitted on award of Contract:**

The successful Bidder shall submit Rs.15,00,000/- (Rs Fifteen lacs) as Security Deposit within 30 days of LOI. Requisite Security Deposit is to be remitted by the Bidder, on awarding the contract by the Company in the form of Demand Draft / Bank Guarantee /FDR of nationalized bank in the name of **Hindustan Salts Limited, payable at Kharaghoda**. The amount of EMD, so deposited shall be adjusted in Security Deposit.

In case the L1 party withdraws its offer within the validity period or fails to take up the work within specified period after acceptance of their tender, revised offer or counter offer in consequence of this tender notice then the Earnest Money so deposited by the party will stand forfeited to the company.

- 7.1.2** The Total Security Deposit (Deposited by the successful bidder as security deposit as well as money retained by the Company as Retention Money , if it is there ) shall be valid for 67 months from date of Issue of LOI.

7.2 **Interest will not be allowed on EMD/SD.**

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

7.3 **Refund of Security Deposit:**

After of expiry of period as prescribe above in Clause 7.1,satisfactory performance of the contract and on receipt of "No Demand/ New Dues" certificate from the **General Manager (Works)**, the Security Deposit will be refunded to the Contractor provided that no claim whatsoever against the Contractor is made and nothing is due from the Contractor and that the Contractor has completed the work to the entire satisfaction of the Company.

7.4 **With-holding or forfeiture of Security Deposit :**

Without prejudice to the rights of the company to claim damages arising on account of breach of contract under the Contract Act 1972,the Security Deposit shall be liable to be withheld/forfeited wholly or partially at the sole discretion of the Company when the Contractor either fail to fulfill his contractual obligations or to settle in full his dues to the company.

7.5 **Recovery from Security Deposit :**

The company is empowered to deduct from the Security Deposit 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.

This Security Deposit shall be refunded on the satisfactory completion of the contract certified by the **GENERAL MANAGER (WORKS)**, 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 Security Deposit or any portion thereof which may be due to the Bidder until such difference and dispute shall have been finally settled or adjusted.

**ARTICLE 8: PAYMENT TERMS and PENALTY:-**

8.1 **PAYMENT TERMS:**

- 8.1.1 Contractor shall remit advance payment for the minimum 70% of the monthly average production of Liquid Bromine (BIS Mark + Non BIS Mark) at the rates finalized as a result of this tender in advance before transfer of the same ( i.e. amount of **Percentage (%) Higher than the Monthly Weighted Average Selling Price of Remaining (i.e. 30%) of Liquid Bromine sold in market during the prevailing month by the company + Monthly Weighted Average Selling Price ) & adjust the amount in the ending of every month on actual transferred material ( Liquid bromine ) basis**
- 8.1.2 The payment for the minimum quantity shall be made by the Contractor to the company within due date irrespective of the quantity being produced/consumed by him during the month.
- 8.1.3 Company shall give advance intimation for supply of Liquid Bromine during the month and Contractor shall submit the payment for the quantity to be supplied by the company at the earliest but not later than three days upon receipt of such information for deposit of payment after which Liquid Bromine can be lifted by the Contractor.
- 8.1.4 Contractor shall initially submit the payment based on the Monthly Weighted Average rates prevailing during previous month, however during the first week of each month adjustment will be made in the amount deposited by the Contractor as per the actual weighted average rates calculated for the month in which liquid bromine is lifted by the party i.e. if the amount deposited by

the Contractor is higher than same will be adjusted in the subsequent supplies , however if the amount is less than Contractor is required to submit the same within three days of receipt of such information.

**8.1.5 TAXES and DUTIES :** Bidder shall submit the rates of taxes and duties based on the rate of taxes applicable as on last date of submission of offer, however the taxes and duties shall be charged as applicable on the date of submission of bill however all taxes will be in scope of the bidder/contractor.

## **8.2 PENALTY**

**8.2.1 PENALTY FOR DELAY IN INSTALLATION AND COMMISSIONING OF PLANT FOR PRODUCTION OF BROMO COMPOUNDS BY CONTRACTOR:** Contractor is required to commission the Bromo Compound production plant strictly as per the terms and conditions mentioned in tender documents at site within period of Four Months from date of issue of LOI. In case the plant is not commissioned at site within the stipulated period due to any reason directly attributable to Contractor, then company at its discretion may cancel the Contract and security deposit submitted by party will be forfeited and company may execute the contract through any other agency at the risk and cost of contractor.

**8.2.2 PENALTY FOR DELAY IN RELEASE OF PAYMENT BY CONTRACTOR:** Contractor shall remit advance payment for the minimum 70 % of the actual production of Liquid Bromine (BIS Mark + Non BIS Mark) at the rates finalized as a result of this tender in advance before transfer of the same to the stock of Contractor. In case Contractor refused to take the supply of material then penal interest at @ 2% per month on the amount of due payment shall be charged, subject to maximum Rs.5.0 Lacs, after which Contract shall be cancelled and security deposit submitted by party will be forfeited and company shall take over the plant.

## **ARTICLE 9: DIFFERNCES OR DISPUTES**

### **9.1 Mutual Settlement of Disputes:**

9.1.1 Except where otherwise provided for in the contract, all disputes shall in the first place be resolved through mutual discussions, negotiations, deliberations and consultations associating senior executives /nominees of both the parties to dispute.

### **9.2 Conciliation**

9.2.1 If the efforts to resolve all or any of the disputes through mutual settlement fail, such disputes shall be referred to the sole conciliator to be appointed by the Company under the Arbitration and Conciliation Act,1996.

9.2.2 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

### **9.3 Arbitration**

9.3.1 If the efforts to resolve all or any of the disputes thorough conciliation fail, such disputes shall be referred to the sole Arbitrator to be appointed by the Chairman cum Managing Director, Hindustan/ Sambhar Salts Limited. In case the Arbitrator so appointed is unable to act for any reason, Chairman & Managing Director, Hindustan/Sambhar Salts Limited, in the event of such inability, shall appoint another person to act as an Arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with reference from the stages at which it was left incomplete by his predecessor.

9.3.2 Subject to the afore stated conditions, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

9.4 Pending resolution of disputes and differences, the work shall continue without hindrance as per schedule and shall not be either slowed down or stopped. If the work is slowed down or stopped during the period of dispute, the "CONTRACTOR" shall be responsible for the loss of

work /production or delays and any loss sustained by Company due to such actions by the "CONTRACTOR", shall be made good by the CONTRACTOR".

- 9.5 The Arbitrator may from time to time, with the consent of all parties, extend the time in making the award.
- 9.6 The cost incidental to the arbitration 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 so decide.
- 9.7 The provisions of "Micro, Small & Medium Enterprise Development Act, 2006 and the Micro and Small Enterprises (MSEs) Order, 2012 (as amended from time to time), shall be applicable to the parties.

#### **ARTICLE 10: JURSDICTION**

Subject to Article 9 above, it is hereby agreed that all actions at law or suits arising out of or in connection with this contract or the subject matter thereof whether as to construction or otherwise shall be instituted in court of competent jurisdiction at Jaipur in the State of Rajasthan, India.

#### **ARTICLE 11: FORCE MAJEURE**

In case either of parties fail, to full fill, in time, then, respective contractual obligation owing to future event beyond their control like Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities, civil war, rebellion, from time to time for performance of such obligation/responsibility shall automatically extended for the period of force majeure. Provided force majeure is established & one party shall inform to the other party for such occurrence but no one party shall blame other party and claim by the Bidder due to force majeure condition, & both parties mutually agree to further course of action.

#### **ARTICLE 12: RECESSION AND CANCELL ATION OF CONTRACT**

- 12.1 In case of unforeseen circumstances arising due to Statutory agencies/ Central Government / State Government or any other reason whatsoever, during the period of contract which compels HSL to terminate the Contract, then contract shall be terminated by the company at its discretion by giving 7 days' notice to the Contractor and Plant(s) covered under the this tender shall be removed by the site of HSL, Kharaghoda , Security so deposited by the party will stand forfeited to the company.

#### **12.2 Risk & Cost Clause:**

Without prejudice to the rights of the company and notwithstanding the obligations of the Contractor under the contract arising from the acceptance of this tender or the revise offer or counter offer in response to this tender or in consequences of this tender in the event of any failure on the part of the Contractor, the Company will be free to get the same executed in any manner at the risk and cost of the Contractor and the additional burden on this account, if any, will be borne by the Contractor, and can be realized from the Bidder's pending bills/ Security money deposit or any other dues. This is without prejudice to the Company's claim for other losses and damages that may arise due to the failure of the Contractor to keep upto the terms of the contract.

#### **ARTICLE 13: NONE SUBLETTING OF CONTRACT**

The Contractor is barred from any sub-letting of contract of any nature.

#### **ARTICLE 14: DAMAGES UNDER THE CONTRACT:**

##### **Loss or Damage to Company's Property:**

The Contractor shall carry out the work without damage and/or interference to any other work, machines or equipment and property of the company or other contractors of company in area, adjacent to the area of Contractor's work.

In case during the execution of contract by the bidder any loss or damage occurs to any property of Hindustan Salts Limited, then contract shall be terminated by the company and the amount deposited by the party shall be forfeited. For damaging the company property Civil and Criminal

proceedings will be initiated against the Bidder at the discretion of company and loss incurred by the company due to such damages will be recovered from the bidder.

#### **ARTICLE -15 : POWER OF ATTORNEY**

A person signing the agreement or any documents forming part of the contract on behalf of the bidder 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 Bidder in all matters pertaining to the contract including the arbitration clause.

#### **ARTICLE -16 : CHANGE IN CONSTITUTION**

On the death or retirement of any partner of the successful bidder/Contractor before complete performance of the contract, the Hindustan Salts Limited may at his option cancel the contract and in such case the Contractor shall have no claim whatsoever to be compensated by Hindustan Salts Limited without prejudice to any of 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 - 17:NOTICES**

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

#### **ARTICLE - 18: CANVASSING IS PROHIBITED**

Canvassing in connection with the tender is strictly prohibited and tender is liable to be rejected. Any bribe or commission, gift or favours given, promised or offered by or on behalf of the Bidders/Contractor, their partners, agents or servants to any officers, servant or representative of the Hindustan Salts Limited for obtaining or for the execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability may ensure cancellation of this tender or any other Contracts and also to payment of any loss resulting from any such cancellation. Hindustan Salts Limited shall be entitled to deduct the amount so payable from any money otherwise due to the Contractor under this or any other Contracts. Any question or disputes as to whether the Contractor s have incurred any liability under this clause shall be settled by Hindustan 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-19: MAINTENANCE OF DISCIPLINE BY THE CONTRACTOR**

The Contractor shall be liable to comply with covenants of contract and tender documents. The company expected the Contractor and his representatives and the labour 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 Contractor, his employees or his labour, the company shall have the right to terminate the' agreement.

#### **ARTICLE 20 - GOVERNING LAWS AND RIGHT OF INDEMNITY OF THE COMPANY**

The Contractor shall indemnify the company for all the injuries caused to any person or to public property due to his negligence or to the negligence of his workmen during the performance of contract.

- 20.1 Contractor shall abide by all existing / future labour enactments and rules, regulations, notifications and bye laws of State or Central Government or local authority.
- 20.2 The Contractor shall comply with all the provisions of the Statutory Acts and rules framed hereunder particularly in respect of the Factory Act. 1948, the Payment of W ages Act. 1936, the Industrial Disputes Act, 1947, the Industrial Employment Standing Orders Act,1946, the Minimum Wages Act, 1948, the Collection of Statistic Act,1953, the Workmen's Compensation Act, 1923, Fatal Accidents Act, 1935, Personal Injuries (Compensation Insurance) Act, 1963,



the Trade union Act, 1926, Maternity Benefit Act, 1961, Employees Provident Fund Act, 1952, Contract Labour (Regulation and Abolition) Act, 1970, Indian contract Act, 1872 and the rules framed by the state in respect of various Labour Acts as demanded from time to time and shall also comply with the provision of any other enactment statues, rules regulations made by a competent authority and enforced in the state during the currency of the contract. The Contractor shall indemnify the company for the penalties on account of breach of any of the conditions, there under.

20.3 The company shall remain indemnified by the Bidder against any claim arising under the payment of W ages Act, or the payment of Bonus, C.P. Fund or Gratuity of Compensation Act arising during the pendency of the contract. All such claims will be met with by the Contractor themselves from the payment made to them.

**ARTICLE 21: DEDUCTION OF TAX, DUTIES ETC.**

Rates quoted in the Prescribe Price Bid (Annex-5) are exclusive of taxes, however applicable taxes, duties, royalties etc. related to the contract, shall be payable by the successful Bidder/Contractor only and further , any increase /decrease in the applicable taxes and duties are also in the scope of Contractor only.

**ARTICLE 22: CONTRACT DOCUMENT**

A contract arising on acceptance of this tender or in consequence of this tender, the company and the Contractor, shall agree 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.

**ARTICLE 23: COMPLETENESS OF TENDER**

The tender should be complete with all details of illustrative and descriptive literature.

**ARTICLE 24: SAFETY OF PERSONNEL**

- 24.1 The contractor shall cover all personnel deputed for production under appropriate insurance scheme.
- 24.2 The company shall not be responsible or held responsible or held liable for any damage to person or property that may result during the execution of contract by the contractor.
- 24.3 The contractor has to agree to indemnify the company from any or all claims for damages that may result during the execution of Contract by the contractor.
- 24.4 The contractor shall provide all safety gears and livery to its workmen to ensure their safety and protection from injuries during the execution of works.

Date:

Signature of the Bidder

Place:

Affix Rubber Stamp/Common Seal

**COST OF BID DOCUMENT AND BID SECURITY (EMD) DECLARATION**

**Tender Enquiry No.**

**Due for opening on**

**Name of the tender:**

Cost of bid document and Bid Security (EMD) as required by this Tender Enquiry **No:-----**) are being submitted in the form of RTGS/NEFT/ Demand Draft/ pay order in original favouring Hindustan Salts Limited payable at Kharaghoda and duly discharged in his favour in advance.

**Cost of bid document**

Details of Demand Draft/Pay order attached:

No. \_\_\_\_\_ Dated \_\_\_\_\_

Drawn on (Bank) \_\_\_\_\_

Amount \_\_\_\_\_

Details of RTGS/NEFT

\_\_\_\_\_

**Bid Security (EMD)**

Details of Demand Draft/Pay order attached:

No. \_\_\_\_\_ Dated \_\_\_\_\_

Drawn on (Bank) \_\_\_\_\_

Amount \_\_\_\_\_

Details of RTGS/NEFT

\_\_\_\_\_

**Signature of the Bidder**

**Name & Address with stamp**

## GENERAL INFORMATION OF THE BIDDER

<b>Tender Enquiry No:</b>		
<b>Due for Opening on :</b>		
1.	Name & Address of Bidder with Contact No. :	
2.	Permanent Income Tax A/c No. of the bidder :	
3.	Details of the Banker of the Bidder:	
i)	Name of Bank:	
ii)	Address of the Branch:	
iii)	Phone No.:	
iv)	RTGS/IFS Code No.:	
v)	Bank A/c No.:	
vi)	Type of A/c:	
vii)	MCIR code:	

4. Business Name and constitution of the Bidder firm. Also state if the firm is registered under

- i) The Indian Companies Act, 1956
- ii) The Indian Partnership Act, 1932
- iii) Any act, if not, who are the owners. (Please give full Names and Address)

5. Whether the Bidder firm is/ are

- i) Manufacturer / Contractor / Manpower agency
- ii) Manufacturer's Authorized agent

**Note:** In case of being Manufacturer's Agent, enclose a copy of latest Manufacturer's Authorization along with the Tender.

iii) Whole seller/Retailer

6. For partnership firms state whether they are registered or not registered under Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further:-

(i) Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the Partner who has signed the tender.

(ii) If the answer to (i) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.

7. State whether business dealing with you has been banned by any Central/ State

Government Organization? If so, give details.

**Signature of witness**

**Full Name and Address of Witness**

**Signature of Bidder**

**Name & Address with stamp**

**INCOME TAX RETURN & PAN NUMBER****Tender Enquiry No:****Due for opening on:****Name of the Bidder:**

Copies of IT Returns, PAN Number & GST Registration as required by this Tender Enquiry are being submitted along with this tender as per details given below.

<b>Sl. No.</b>	<b>Description</b>	<b>Remarks</b>
i.	Copies of Income Tax Returns for the Assessment Years (For last three years)	
ii.	Copy of Permanent Account Number	
iii.	Copy of GST Registration Number, if any	

**Signature of the Bidder****Name & Address with stamp**

**UNDERTAKING ON NON-JUDICIAL STAMP PAPER OF RS. 100.**

(Only from successful bidder required)

Tender Enquiry

Due for opening on:

I/ We M/s \_\_\_\_\_ hereby declare that:

1. I/ we am/are agency engaged in business of \_\_\_\_\_ have examined
  2. I/ we do hereby offer for **purchase of Liquid Bromine (BIS Mark + Non BIS Mark) on Rs./PMT basis & facilitation for running the plant for production of Bromo Compound by the HSL on self-financing basis** ” at the prices and rates mentioned in the price bid.
  3. I/we have quoted rates /percentage of service charges inclusive of all statutory taxes, charges & compliances i.e. EPF, ESI, etc. as applicable.
  4. I/ we agree to abide by my/our offer for a period of 180 days from the date of opening of the tender.
  5. I/ we have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.
  6. I/we agree for the all clauses and payment terms and conditions of this tender enquiry. In case any condition put forth by us is against the terms and conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.
  7. I/ we have necessary licenses/ authorizations for the providing of said services and of the equipment/ devices and/or obtain the same at its costs and expenses as and when required and/or obtain the same at my/our costs and expenses as and when required.
  8. I/We declare that we have necessary infrastructure/tie up for the maintenance of the equipment being used and enough manpower to cater to any additional need of Client on short notice, if any such need arises in the tenure of the contract.
  9. I/ we also declare that in case of change constitution of our firm or for any other change, merger, dissolution, insolvency etc. shall be immediately brought to the notice of client. In such case the continuing Partner(s), Administrator, permitted assigns shall be responsible to meet the liabilities under this tender/contract.
  10. The tender document has been downloaded from the official website for bidding purpose is a true copy of the original.
  11. Our firm or any other firm with similar type of operation with same or some/one of the partners/proprietors being same as of the tendering firm has not been black listed in the past 3 years by any Government/ private institution. If there is any such case of black-listing / unsatisfactory service, please attach the details of the same.
  12. I/we also certify that that there is no vigilance/ CBI case pending against the Bidder firm/ Agency/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm. If there is any case please attach the details of the same.
  13. I/we also certify that that there is no pending case for payment/ civil liability pending against us in any of the courts. If there is any case please attach the details of the same.
- I/We hereby undertake that the above mentioned information is correct to the best of my knowledge and belief and nothing has been concealed deliberately / inadvertently. In case any of the above information is found to be false, the Institute reserves the right to cancel the tender at any stage even after the award of the tender, without assigning any reason thereof.

**Signature of the Bidder**  
**Name & Address with stamp**

# Hindustan Salts Limited

(A Govt. of India Enterprise)

CIN : U14220RJ1958GOI001049

Registered Office : G-229, Sitapura Industrial Area ,Jaipur-302022 (Raj.)

Tel / Fax : 0141- 2771427 / 2771449

Unit : Kharaghoda,Dist.-Surendranagar, Pin-382 760(Gujarat)

Phone : 01425-224249; Fax01425-224244

E mail : [kharaghoda@indiansalt.com](mailto:kharaghoda@indiansalt.com) /purchase@indiansalt.com

Website: [www.indiansalt.com](http://www.indiansalt.com)

ANNEX -5

## Price Bid

Name of party- \_\_\_\_\_  
Address- \_\_\_\_\_

**Subject: SALE OF LIQUID BROMINE AND INSTALLATION OF PLANT FOR PRODUCTION OF BROMO COMPOUNDS AT HSL, Kharaghoda**

	Description :	Percentage (%) Higher than the Monthly Weighted Average Selling Price of Remaining Liquid Bromine by the Company	
		In Figures	In Words
(A)	<b>Percentage (%) Higher than the Monthly Weighted Average Selling Price of Remaining Liquid Bromine by the Company for Supply of 70% of the actual production of Liquid Bromine (BIS Mark as well as Non BIS Mark) for Production of Bromo Compound.</b>  <b>(BID WILL BE EVALUATED ONLY BASED ON THE THIS FIGURE)</b>		
(B)	<b>Tentative Cost for Installation of Plant for Production of Bromo Compound, along-with Construction of warehouses, Inclusive all applicable taxes</b>  <b>(Will Not be used for Bid Evaluation Purpose).</b>	<b>In Figures</b>	<b>In Words</b>
(C)	<b>Tentative Cost for Removal of Plant from the site</b> <b>(Will Not be used for Bid Evaluation Purpose).</b>		

### Note:

- (1) As per Contract, successful bidder shall Install and operate the Bromo Compound production plant for five years from the date of Commissioning of plant. Contractor shall remit advance payment for the minimum 70% of the monthly average production of Liquid Bromine (BIS Mark + Non BIS Mark) at the rates finalized as a result of this tender in advance before transfer of the same ( i.e. amount of **Percentage (%) Higher than the Monthly Weighted Average Selling Price of Remaining (i.e. 30%) of Liquid Bromine sold in market during the prevailing month by the company + Monthly Weighted Average Selling Price ) & adjust the amount in the ending of every month on actual transferred material ( Liquid bromine ) basis .**
- (2) The payments for the minimum quantity shall be made by the Contractor to the company within due date irrespective of the quantity being produced/consumed by him during the month.
- (3) Rate quoted by the bidder shall remain fixed for first one year from the date of Commissioning of plant and shall pay for Minimum quantity of 70% of the actual production of Liquid Bromine per Month for each plant.
- (4) Quoted payable amount against the provided Liquid Bromine & facilitation for running the plant, will increase by 5% every year on quoted rates . Say during the first year rates is Rs 'X' Per MT, then second year rates will be Rs.1.05 X / MT, third year will be Rs.1.10 X / MT, fourth year Rs1.15 X / MT and fifth year rates will be 1.2 X / MT for each plant.
- (5) **TAXES and DUTIES:** Taxes and duties shall be charged as applicable on the date of submission of bill however all taxes will be in scope of the bidder/ contractor including increasing & decreasing in the slab.
- (6) The conditional offer which affects the rate of quoted item shall be liable for rejection even if the rated rate is highest.
- (7) These rates / quotes are valid for 180 days from the date of opening of price bid.

**Signature and Seal of Bidder**

Tender Enquiry

Due for opening on:

**UNDERTAKING REGARDING SAFETY PRECAUTIONS**  
(Only from successful bidder required)

I \_\_\_\_\_ S/O \_\_\_\_\_ R/O \_\_\_\_\_  
\_\_\_\_\_.

Having submitted the tender \_\_\_\_\_ by Hindustan Salts Limited and coming out as successful bidder, do here by undertake that

1. I shall abide by all the Safety precautions, Laws, Regulations and Rules as prevalent in relation to \_\_\_\_\_.
2. And shall submit a compliance report in this aspect.
3. I/We further declare that the undersigned has/have the authority to give this declaration and undertaking on behalf of the firm/company.

\_\_\_\_\_  
**Signature of the Bidder  
Name & Address with stamp**

Place:

Date:

Verification:-

I \_\_\_\_\_ S/O \_\_\_\_\_ the above named having come out as successful bidder in tender no \_\_\_\_\_ of Hindustan Salts Limited do hereby verify that the contents of my above undertaking/affidavit at s.no 1 to 3 are true and correct to my knowledge and belief, nothing material has been concealed therefrom.

\_\_\_\_\_  
**Signature of the Bidder  
Name & Address with stamp**

Place:

Date: