



**TENDER FOR SALT PRODUCTION AT VARIOUS PANs FOR
THE COMPANY**

**(Only for Local Residents of Sambhar/Gudha/Nawa/all villages
adjoining to Sambhar Lake)**

Tender No.	35(Com)Purchase/2018-19
Tender Issue date	24.09.2018
Last date and time of submission	01.10.2018 up to 15.00 Hrs
Date of opening	01.10.2018 at 15.30 Hrs
Place of Pre-Bid Meeting, Submission and Opening of Tender	Office of General Manager (Works) Sambhar Salts Limited, Sambhar Lake, Pin- 303 604 Dist. Jaipur
Cost of Tender	Rs.100/-
Earnest Money(EMD)	Rs.500/- per LOT
Security Deposit	Rs.1000/- per LOT

Sambhar Salts Limited

(A Government Enterprise)

CIN: U14220RJ1964GOI001188

Unit : Sambhar Lake, Pin- 303604, Dist. – Jaipur (Rajasthan)

Phone : 01425-228249; Fax : 01425-228244

E-mail: ssl.gm-office@indiansalt.com Website: www.indiansalt.com



TENDER HIGHLIGHTS

1. Contractor shall produce Salts for the Company at Various Pans as mentioned in the scope of work. Salt produced shall be lifted by the company only.
2. Qualified Bidder submitting lowest rate shall be considered as L-1. If more than one party found L1, Company will allot the work to most suitable party and all efforts shall be made to allot work to other L1 also, having more experience will be given preference.
3. Scope of work for Salt Production Works which includes production of salt and maintenance of infrastructure for best quality with negligible impurities, cleaning, charging of Pan, heaping of Salt on Plate-form near Pan, Salt Produced should be having 96% NaCl contents. Men, material and machinery shall be arranged by the Contactor only.
4. In case analysis of salt is found satisfactory, the entire quantity of salt so produced shall be supplied by the Contractor to the company at the rates finalised as a result of this tender.
5. Contract period shall be considered three years i.e up to 30.9.2021, from the date of Award of Contract.
6. Contractor shall be exclusively responsible for production of desired quality of salt i.e. proper handling for discharge/ sulphate removal etc.

INDEX

S. No.	Description
	PART-I Instructions to Bidders
1.	General
2.	Eligibility
3.	Submission of Offer
4.	Opening of Offer
5.	Validity of offer
6.	Name and address of bankers
7.	Award of Contract
8	Visiting Company Website
	PART-II
Article 1	Definitions & Interpretation
Article 2	Scope of Work
Article 3	Bid Evaluation Criteria
Article 4	Duration of Contract
Article 5	Price Bid
Article 6	Security Deposit
Article 7	Payment terms & Firm ness of Rates
Article 8	Differences or Disputes
Article 9	Jurisdiction
Article 10	Force majeure
Article 11	Recession and cancellation of contract
Article 12	Non Subletting of Contract
Article 13	Dam ages Under the Contract
Article-14	Power of attorney
Article-15	Change in Constitution
Article-16	Notices
Article-17	Canvassing is Prohibited
Article 18	Maintenance of Discipline by Bidder
Article 19	Governing Laws And Right of Indemnity of the Company
Article 20	Deduction of Tax, Duties etc.
Article 21	Contract Document
Article-22	Completeness of Offer
Article-23	Safety of Personnel
Annexure-I	Undertaking by Bidder
Annexure-II	General Information of Bidder
Annexure-III	Performa of Price Bid

PART-I
INSTRUCTION TO BIDDERS

1. **GENERAL**:-

Sambhar Salts Ltd. is a Subsidiary Company of Hindustan Salts Limited (A Govt. of India Enterprise) having its registered office at G -229, Sitapura Industrial Area, Jaipur-302022. Sambhar Salts Limited (hereafter referred as "Company" or "Sambhar Salts Limited") is having a large production area at Sambhar and Nawa. Offers are invited for Production of Salts for the Company at various Pans which includes development and maintenance. The bidders may quote by choosing any LOTS as prescribed Scope of work.

2. **ELIGIBILITY:** Bidder shall be local residents of Sambhar/Gudha/Nawa/all villages adjoining to Sambhar Lake having experience in salt production /associated activities such as salt refinery, traders/dealers or any other related business of Salt.

3. **SUBMISSION OF OFFER**

The tender should be submitted in two bid system, described as under:

3.1 **Envelop-1, super-scribing as
Technical Bid for Tender No:-**

Name of Bidder: _____ and shall comprise of the following documents:

- Duly signed Tender document on each page by the Bidder as token of acceptance on terms and conditions as mentioned in the document.
- Self-attested copy of PAN card.
- Cost of Tender Document and Prescribed EMD in favour of Sambhar Salts Limited, payable at Sambhar Lake. Bidder can also deposit the said amount(s) in Company's account through NEFT/RTGS.

3.2 **Envelop-2, super-scribing as**

Price Bid for Tender No. 35(Com) Purchase/2018-19/

Name of Bidder: "TENDER FOR SALT PRODUCTION WORKS AT VARIOUS PANs FOR THE COMPANY" and shall comprise of only

Prescribed Price Bid (i.e. Annex-IV)

3.3 Both the above Envelop-1 and Envelop-2 shall be put in single envelop super scribed as under:

Super-scribing

Tender No. 35(Com) Purchase/2018-19/

Name of work:- "TENDER FOR SALT PRODUCTION WORKS AT VARIOUS PANs FOR THE COMPANY"

Due date for submission of offers: _____

To,
General Manager (Works),
Sambhar Salts Limited,
Sambhar Lake-303604,
Dist. Jaipur (Rajasthan),
Phone :- 01425-228249;
Email : ssl.gm-office@indiansalt.com

3.4 Bid shall comprise of following documents:

- a. Offer documents duly signed on each page by the Bidder as token acceptance of terms and conditions as mentioned in document including Annex-I and II.

- b. Price Bid: The bidders should submit their Price Bid (Annex- III).
- 3.5 The tender shall be submitted by dropping the Envelop 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.
- 3.6 Offer should be free from over writings. The Bidder should duly attest all corrections and alterations. Offer received after due date and time as mentioned in the Offer document will not be entertained. The firms black listed by any of the Govt. Department shall not be eligible for submission of bid. Offer not submitted in the appropriate prescribed form and not completed in all respects shall be rejected. Offers without requisite Cost of Form shall be rejected out-rightly. Bidder shall not be entitled to claim any costs charged or incidental or in connection with the preparation and submission of their Offers even though Sambhar Salts Limited may choose to withdraw the notification of Offer or reject all the offers without assigning any reason thereof.
- 3.7 In case bidder is registered with NSIC/SSI or MSME, a copy of certificate is submitted alongwith offer to get exemption in remitting cost of tender form as well as EMD.
- 4. Opening of Offer**
- a) Bids shall be opened at notified date & time at the office of **General Manager (Works), Sambhar Salts Limited, Sambhar Lake, Dist.-Jaipur, Pin 303604, Phone: 01425-228249;Fax:01425-228244** by **Offer Committee**, in the presence of Bidders, so present.
- b) In case notified date for submission/opening of Offers happens to be holiday then submission/opening of Offers will take place on next working day.
- c) **Clear understanding:** When a Bidder submits Offer in response to the Offer notice, it shall be deemed to have read and understood the terms and conditions of Offer documents. No extra payment will be made on the pretext that the Bidders did not have a clear idea regarding significance and scope of any point mentioned in Offer documents.
5. **Validity of offer:** The rates should be valid for a period of **90 days**, from the date of opening of Offer. If required the Bidder shall extend the validity date. No revision / modifications in the Offer and rate or the withdrawal of the Offer will be allowed during the period of validity of Offer or during extended period if any, withdrawal of offer within the stipulated validity period will entitle the Company to forfeit the EMD of the Bidder.
6. **Name and address of the Bankers:-** The bidders shall furnish Bank Account Numbers including Type of Account i.e. Current or others; the year since the Account is being operated is to be notified.
7. **Award of Contract:**
- a) Bidders, which have failed to fulfil earlier contractual obligations, shall not be considered.
- b) The order or acceptance resulting from this Offer and any amendments to be issued subsequently with its terms & conditions and stipulations in response to this Offer or revised offer or any counter offer will constitute the entire Agreement relating to the Offer between the successful Bidder and the **Sambhar Salts Limited** and both parties are bound by the terms and conditions as stipulated in the Offer documents.
- c) **The company reserves the right to cancel any or all offers without assigning any reason whatsoever.**
8. **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 only.

Date:
Place:

Signature of the Bidder
Affix Rubber Stamp/Common Seal

PART-II

DETAILED TERMS AND CONDITIONS OF THE CONTRACT WHICH WILL BE BINDING ON THE PARTIES ON ACCEPTANCE OF THIS OFFER.

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

ARTICLE -1: DEFINITIONS AND INTERPRETATION

Wherever used in this contract and / or in any of the Annexure hereto, unless the context shall otherwise require, the following terms shall have the following meanings.-

- 1.1 "COMPANY": shall mean "Sambhar Salts Limited", A Company within the meaning of Companies Act, 1956 having its Registered Office at Sambhar 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.
- 1.2 "BIDDER": shall mean Individual/Firm/Company.
- 1.3 "CONTRACT": shall mean the Terms and Conditions as per the Documents Part-I & Part- II and SUBSEQUENT AMENDMENTS THERETO, if any, agreed in writing by the parties hereto on the basis of which the Bidder shall execute the contract.
- 1.4 "CONTRACTOR" shall mean the successful bidder who is awarded Contract to perform the work covered under this tender document and shall be deemed to include its lawful successors, executors, representatives or assignees.
- 1.5 "APPROVAL OF COMPANY": shall mean the written approval of the Chairman & Managing Director of the Company or any person authorized by him.
- 1.6 "PRODUCTION COST": shall mean per unit cost at which contractor shall produce the salt in the pans specified by the company.
- 1.7 "CONTRACT VALUE": Quoted rate in price bid X Anticipated Quantity of Salt Production during the Contract period shall be "Contract Value".
- 1.8 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 WORK:

2.1 Description of various potential areas for salt production areas under:-

Salt Production Area (SPA)	Description of Area	LOT No.	No. of Pan	Infra-Structure
SPA 1	Deodani to Gudha (Bangarh)	LOT 1	10	One surface well/Canal will be developed by the Company
	Deodani to Gudha (Bangarh)	LOT 2	10	
	Deodani to Gudha (Bangarh)	LOT 3	10	
SPA 2	Deodani to Gudha (Bangarh)	LOT 4	10	Shareable Canal
	Deodani to Gudha (Bangarh)	LOT 5	10	
	Deodani to Gudha (Bangarh)	LOT 6	10	
SPA 3	Deodani pan works	LOT 7	10	One surface well/Canal will be developed by the Company
SPA 4	Deodani pan works	LOT 8	10	One surface well/Canal will be developed by the Company
	Deodani pan works	LOT 9	10	
SPA 5	Deodani pan works	LOT 10	11	Shareable Canal
	Deodani pan works	LOT 11	11	
	Deodani pan works	LOT 12	12	
SPA 6	Deodani to Gudha (Bangarh)	LOT 13	12	Shareable Canal
SPA 7	Deodani to Gudha (Bangarh)	LOT 14	12	Two surface well/canal will be developed by the Company
	Deodani to Gudha (Bangarh)	LOT 15	12	
	Deodani to Gudha (Bangarh)	LOT 16	12	
	Deodani to Gudha (Bangarh)	LOT 17	13	
SPA 8	Deodani pan works	LOT 18	10	Shareable Canal
	Deodani pan works	LOT 19	10	
SPA 9	Deodani pan works	LOT 20	10	Shareable Canal
SPA 10	Deodani pan works	LOT 21	15	Shareable Canal
SPA 11	Nawa Model Salt	LOT 22	10	One Bore-well

2.2 **SCOPE OF THE CONTRACTOR:**

- 2.2.1 The contractor shall develop and maintain complete infrastructure of Salt Production such as Pans, brine extraction arrangement, brine transportation and production of Salt at his own cost.
- 2.2.2 Associated works like cleaning; charging of Pan, Heaping of Salt at Plate-form near Pan is in the scope of the contractor.
- 2.2.3 Salt production of best quality with negligible impurities Salt Produced should be having minimum 96% NaCl contents.
- 2.2.4 Men, material and machinery shall be arranged by the Contactor only.
- 2.2.3 Contractor shall responsible for all statutory approvals and clearance from appropriate authority.
- 2.2.4 Contractor shall maintain the infrastructure during the course of its use by him, shall arrange all the required labour and/or equipment for cleaning the pans, production of salt, at his own cost.
- 2.2.5 Contractor shall be responsible to arrange required operations, essential for production of standard quality pan salt.
- 2.2.6 Contractor shall be responsible for removal/picking of mud from the salt at the time of storage of salt.
- 2.2.7 Company will lift the salt from Pans Platform.
- 2.2.8 The company shall review and fix minimum quantity of salt production time to time. Bidder has to achieve the production of salt of desired quality and quantity. Company will evaluate the performance in Dec., 2018 and only on finding satisfactory performance, company will allow to continue.
- 2.2.9 In case company is not in the position to lift the salt due to various reason including quality, in such case company may allow the contractor to lift the salt at contract rate after approval from the General Manager (works). Company may standardize minimum

quantity per Pan looking over the prevailing circumstances.

2.3 SCOPE OF THE COMPANY

- 2.3.1 Sambhar Salts Ltd. shall support technically to the contractor for production standard quality of salt.
- 2.3.2 Production of salt shall be inspected periodically and in case, production of salt from the pans is less than the anticipated target, then the Contract shall be reviewed by the company accordingly. However, for lesser production of salt due to rain/natural calamities, appropriate view shall be taken.
- 2.3.3 Wherever any additional infrastructure for salt production i.e. canals, surface well etc. will be required, the same shall be developed by company. However, same shall be shared among all contractors of that salt production area.

With written permission of SSL representatives, infrastructure for salt production i.e. canals, surface well etc., may be developed by the contractors on company notified rates and Company will pay the same to the contractor.

2.4 QUALITY OF SALT AND SAMPLING:

2.4.1 QUALITY OF SALT:

- a) **NaCl content > 96%:** Company shall pay at contract rate for production of good quality salt from area.
- b) **For lesser NaCl content –** If Company thinks fit to accept salt having lesser NaCl contents then proportionate deduction shall be made from the contracted rates for production of good quality salt as per norms.

- 2.4.2 **SAMPLING OF SALT:** A representative sample will be drawn from PANs by the in-charge production/ circle officer and R&D Official in the presence of contractor or his authorized representative. The composite sample will be sent to in-charge R&D/ Laboratory for analysis and the representative sample will also be kept by the respective circle officer.

In case the salt is of requisite quality as per Clause No. 2.4.1 of this part, then only it shall be lifted by the company.

ARTICLE 3 : BID EVALUATION CRITERIA

- 3.1 Bidder shall quote the rate for the production of salt produced through various salt production works in Rs. / MT for each LOT separately as described in the Price Bid exclusive of all taxes as per Scope of Work, terms and conditions etc., described in this tender document. Bidder whose rate will be minimum among all the LOTs in each SPA shall be considered L-1 for that Salt Production Area (SPA) separately. The list of L-1, L-2, L-3 and so on will be prepared for each SPA. The L-1 bidder for each SPA will be awarded the LOT wherever he is L1. Then the remaining LOTs will subsequently be offered to L-2 / L-3 etc. on matching the L-1 rates till all the LOTs are completely awarded. This method is adopted, so that each SPA will be having uniform rates for award of contract.
- 3.2 Bidders may submit the rates for any number of LOTs as desired according to their capability.
- 3.3 Offers received shall be evaluated for its adequacy and profitability to the company and Contract shall be awarded by the company at its discretion depending on the adequacy

and profitability to the company.

ARTICLE 4: DURATION OF CONTRACT

- 4.1 Duration of Contract period shall be considered three years i.e., upto 30.9.2021.
- 4.2 Due to any unforeseen circumstances like, acute shortage of rainfall, flood, earthquake, storm, hurricane or other natural disaster, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, the minimum quantity as described by the company time to time, is not achieved by Contractor, then the contract period shall be extended at its discretion for such periods, so that minimum aforesaid quantity of salt production may be achieved by the Contractor.
- 4.3 After expiry of contract period/extended contract period, under all circumstances Contractor has to vacate the site (complete in all the aspect) without hampering the infrastructure developed by the Contractor, otherwise cost for the repair/renovation work for infrastructure, shall be recovered from dues of the Contractor.
- 4.4 After expiry of contract period/extended contract period, if Contractor does not vacate the site, the company reserves the right to remove Contractor's equipment from the site and take possession.
- 4.5 As the area is company property therefore in no case contractor shall be liable to claim any ownership or related and Contractor will only be allowed to undertake salt production and related activities as per scope covered in the tender document during the Contract Period or Extended Contract Period and nothing else. In case it is observed that any other activity is carried out by the Contractor other than scope covered in tender document, then Company reserves the right to cancel the Contract and take over the area and security deposit submitted by the party shall be forfeited.
- 4.6 After expiry of contract period/extended contract period company shall invite fresh tenders for next season at its discretion.
- 4.7 If during the period of contract/extended period of Contract, company requires the area back, in which salt production is arranged by the Contractor due to unforeseen circumstances arising due to Statutory agencies/Central Government/State Government or any other reason whatsoever, then contract shall be terminated by the company at its discretion by giving 7 days' notice to the Contractor and area covered under this tender i.e. Various Pans shall be taken over by the SSL. In such case Contractor shall not claim any damages for cancellation of contract. Payable amount (if any), on account of any reason whatsoever by the Company to Contractor or vice versa by the Contractor to the Company, shall be adjusted or paid by either parties to each other and contract shall be terminated amicably.

ARTICLE -5:PRICE BID

- 5.1 Price Bid to be furnished in the prescribed Performa is attached at Annex-I of the Documents.
- 5.2 The rate must be written both in words and figures, in case of variance between the two, the figure in words shall prevail. There should be no erasures and or over writings. Corrections, if any, should be made clearly and signed with date.
- 5.3 It may please be noted that the COMPANY may award the contract to the Bidder without negotiations or after negotiations, if required. Therefore Bidders are advised to be careful to quote the genuine rates only.
- 5.4 On acceptance of this offer or revised offer or counter offer either by the Bidder or by the Sambhar 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. Sambhar 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 "Sambhar 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 "BIDDER" which shall mean Individual/Firm/Company.

ARTICLE 6: SECURITY DEPOSIT

- 6.1 The successful Bidder shall have to furnish Security Deposit @ Rs 1000/- per LOT. EMD already deposited by the bidder shall be adjusted and remaining amount to be remitted by the Contractor.
- 6.2 Requisite Security Deposit can be remitted by the Bidder, on awarding the contract by the Company in the form of Demand Draft/FDR/Bank Guarantee of nationalized bank in the name of Sambhar Salts Limited.
- 6.3 Interest will not be allowed on 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. 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.
- 6.4 **Refund of Security Deposit:**
On satisfactory performance of the contract and on receipt of "No Demand/No Dues" certificate from the General Manager (Works), the Security Deposit will be refunded to the Bidder 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.
- 6.5. **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 fulfil his contractual obligations or to settle in full his dues to the company.
- 6.6 **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 Contractor until such difference and dispute shall have been finally settled or adjusted.

ARTICLE 7: PAYMENT TERMS AND FIRMNESS OF RATES

- 7.1 Payment shall be released for the quantity of salt received/lifted by the Company.
- 7.2 **Payment Terms:**
The Contractor shall submit the bill after completion of storage by weighment or **as decided by company**, as the case may be and payment shall be released within 21 days of submission of bills.
- 7.3 Rates finalised as a result of this tender shall remain firm during the entire duration of contract.
- 7.4 Payment in Rs./MT for the following quality only:
a) **NaCl content > 96%:** Company shall pay at contract rate for production of good quality salt from area.

- b) **For lesser NaCl content** – If Company thinks fit to accept salt having lesser NaCl contents then proportionate deduction shall be made from the contracted rates for production of good quality salt as per norms.

ARTICLE 8: DIFFERENCES OR DISPUTES

8.1 Mutual Settlement of Disputes

- 8.1.1 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.

8.2 Conciliation

- 8.2.1 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.
- 8.2.2 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.

8.3 Arbitration

- 8.3.1 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. There shall be no objection by the “CONTRACTOR” if the sole Arbitrator so appointed is an employee of Company. 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.
- 8.3.2 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.
- 8.3.3 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”.
- 8.4 The Arbitrator may from time to time, with the consent of all parties, extend the time in making the award.
- 8.5 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.

ARTICLE 9: JURISDICTION

Subject to Article 8 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 10: 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 Contractor due to force majeure condition, & both parties mutually agree to further course of action.

ARTICLE 11: RECESSION AND CANCELLATION OF CONTRACT

If any technical or legal complication arises through statutory agencies, during the period of contract, then contract shall be terminated by the company at its discretion by giving 7 days' notice to the party and party shall not claim any damages for such cancellation of contract.

ARTICLE 12: NON SUBLETTING OF CONTRACT

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

ARTICLE 13: DAMAGES UNDER THE CONTRACT

Loss or Damage to Company's Property:

- a. 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.
- b. In case during the execution of contract by the Contractor any loss or damage occurs to any property of Sambhar Salts Limited, then contract shall be terminated by the company and the amount deposited by the party shall be forfeited.
- c. For damaging the company property Civil and Criminal proceedings will be initiated against the Contractor at the discretion of company and loss incurred by the company due to such damages will be recovered from the Contractor.

ARTICLE -14 : 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.

ARTICLE -15 : CHANGE IN CONSTITUTION

On the death or retirement of any partner of the successful Contractor/Firm before complete performance of the contract, the Sambhar Salts Limited may at his option cancel the contract and in such case the Contractor shall have no claim whatsoever to be compensated by Sambhar 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 Sambhar Salts Limited shall have the option to terminate the contract without compensation and the company will be entitled to recover its claim from his/her legal heirs and from the property moveable or immovable of the Contractor.

ARTICLE - 16: 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- 17: CANVASSING IS PROHIBITED

Canvassing in connection with the Offer is strictly prohibited and Offer is liable to be

rejected.

Any bribe or commission, gift or favours given, promised or offered by or on behalf of the Contractors, their partners, agents or servants to any officers, servant or representative of the Sambhar Salts Limited for obtaining or for the execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability may ensure cancellation of this Offer or any other Contracts and also to payment of any loss resulting from any such cancellation. Sambhar 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 Contractors have incurred any liability under this clause shall be settled by Sambhar Salts Limited in such manner and on such evidence or information as it may think fit and sufficient and its decision shall be final and binding.

ARTICLE-18: MAINTENANCE OF DISCIPLINE BY THE CONTRACTOR

The Contractor shall be liable to comply with covenants of contract and Offer 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 19 - 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.

- a) Contractor shall abide by all existing / future labour enactments and rules, regulations, notifications and bye laws of State or Central Government or local authority.
- b) 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 Wages 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.
- c) The company shall remain indemnified by the Contractor against any claim arising under the payment of Wages 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 Contractors themselves from the payment made to them.

ARTICLE 20: DEDUCTION OF TAX. DUTIES ETC.

Applicable taxes, duties, royalties etc., shall be payable by the Contractor.

ARTICLE 21: CONTRACT DOCUMENT

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

ARTICLE 22: COMPLETENESS OF OFFER

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

ARTICLE 23: SAFETY OF PERSONNEL

- a. The contractor shall cover all personnel deputed for production under appropriate insurance scheme.
- b. 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.
- c. The contractor has to agree to indemnify the company from any or all claims for damages that may result during the execution of project by the contractor.
- d. 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.

GENERAL NOTES:

- 1. The supporting infrastructure for salt production i.e. canals, surface well etc. will be provided by the company and will be shared among all contractors of that salt production area. Wherever additional infrastructure will be required, the same shall be developed by company or may be developed by the contractors on company notified rates after approval of company.
- 2. Bidders may submit the rates for any number of LOTs as desired according to their capability.
- 3. Bids shall be evaluated on the basis of above mentioned rates only, exclusive of taxes and duties.
- 4. Rates finalized as a result of this Tender shall remain firm during the period of contract. Applicable taxes, duties, royalties, Income Tax e t.c., except GST shall be payable by the contractor.
- 5. Company may seek additional information from the bidders or Contractors in the commercial interest of the Company and to complete the Tender process.
- 6. The bidder should submit details of his past experience of salt production and its associated activities. These rates shall be valid for 90 days from the date of opening of price bid.

Date:
Place:

Signature of the Contractor
Affix Rubber Stamp/Common Seal

निविदाकर्ता (Bidder) द्वारा शपथपत्र

सेवा में,
जनरल मैनेजर (वर्क्स)
सांभर साल्ट्स लिमिटेड
सांभर

मैं यह घोषणा करता हूँ की मेरे द्वारा, सांभर लिमिटेड के टेंडर डॉक्युमेंट नंबर. **35(Com)Purchase/2018-19 dt. _____** की सारी शर्तों जो कि अंग्रेजी में वर्णित है, का पठन भलीभाँति कर समझ लिया गया है तथा मैं उन शर्तों से पुरी तरह सहमत हूँ।

मैं टेंडर डॉक्युमेंट में दी गयी शर्तों के अनुसार कार्य करने की सहमति प्रदान करता हूँ।

धन्यवाद

DATE :
PLACE :

निविदाकर्ता के हस्ताक्षर मय सील

GENERAL INFORMATION OF THE BIDDER

Tender Enquiry No:	
Due for Opening on :	
Name & Address of Bidder with Contact No. :	
Permanent Income Tax A/c No. of the bidder :	
Details of the Banker of the Bidder:	
Name of Bank:	
Address of the Branch:	
Phone No.:	
RTGS/IFS Code No.:	
Bank A/c No.:	
Type of A/c:	
MCIR code:	
Date of Opening	

1. Whether the Bidder firm is/ are

Description of Past Experience	Yes/ No	Number of years
Salt Manufactures in past		
dealing associated Activities		

Signature of witness

**Signature of Bidder
Full Name and Address of Witness**

Sambhar Salts Limited

Tender No. 35(Com)Purchase/2018-19 - SALT PRODUCTION AT VARIOUS PANs FOR THE COMPANY

Price Bid

Name of party: _____

Address: _____

Contact No : _____

Salt Production Area (SPA)	Description of Area	LOT No.	No. of Pan	Infra-Structure	Rate in Rs/MT for production of salt on Ex-Pan Site basis	
					In figures	In Words
SPA 1	Deodani to Gudha (Bangarh)	LOT 1	10	One surface well/Canal will be developed by the Company		
	Deodani to Gudha (Bangarh)	LOT 2	10			
	Deodani to Gudha (Bangarh)	LOT 3	10			
SPA 2	Deodani to Gudha (Bangarh)	LOT 4	10	Shareable Canal		
	Deodani to Gudha (Bangarh)	LOT 5	10			
	Deodani to Gudha (Bangarh)	LOT 6	10			
SPA 3	Deodani pan works	LOT 7	10	One surface well/Canal will be developed by the Company		
SPA 4	Deodani pan works	LOT 8	10	One surface well/Canal will be developed by the Company		
	Deodani pan works	LOT 9	10			

Salt Production Area (SPA)	Description of Area	LOT No.	No. of Pan	Infra-Structure	Rate in Rs/MT for production of salt on Ex-Pan Site basis	
					In figures	In Words
SPA 5	Deodani pan works	LOT 10	11	Shareable Canal		
	Deodani pan works	LOT 11	11			
	Deodani pan works	LOT 12	12			
SPA 6	Deodani to Gudha (Bangarh)	LOT 13	12	Shareable Canal		
SPA 7	Deodani to Gudha (Bangarh)	LOT 14	12	Two surface well/canal will be developed by the Company		
	Deodani to Gudha (Bangarh)	LOT 15	12			
	Deodani to Gudha (Bangarh)	LOT 16	12			
	Deodani to Gudha (Bangarh)	LOT 17	13			
SPA 8	Deodani pan works	LOT 18	10	Shareable Canal		
	Deodani pan works	LOT 19	10			
SPA 9	Deodani pan works	LOT 20	10	Shareable Canal		
SPA 10	Deodani pan works	LOT 21	15	Shareable Canal		
SPA 11	Nawa Model Salt	LOT 22	10	One Borewell		

Date:
Place:

Signature of the Contractor
Affix Rubber Stamp/Common Seal