



Tender Documents

Fabrication, Supply and Installation of MS and SS Tavda for Plant for Production of Magnesium Chloride having Production Capacity of 6000 MT/Annum at Kharaghoda

Tender No.	VI /HSL/MGCL2/2015-16
Tender Issue date	10 th May, 2016
Last date and time of submission of tender	18 th May, 2016 upto 15.00 Hrs at the office of The General Manager (Works), Hindustan Salts Ltd., Kharaghoda-382 760, Distt. Surendranagar(Gujarat)
Date and Time of opening bids	18 th May, 2016 at 15.30 Hrs at the office of The General Manager (Works), Hindustan Salts Ltd., Kharaghoda-382 760, Distt. Surendranagar(Gujarat)
Cost of tender form	Rs.500/- to be deposited by DD in favor of Hindustan Salts Ltd., payable at Kharaghoda
EMD	Rs.24,000/- to be deposited by DD in favor of Hindustan Salts Ltd., payable at Kharaghoda

Hindustan Salts Limited

(A Government of India Enterprise)

CIN: U14220RJ1958GO1001049

Registered Office: B-427, PradhanMarg, Malviya Nagar, Jaipur-302017 (Raj.)

Tel/ Fax : 0141-2524093 / 2521998

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

Tel : 02757-220204; Fax: 02757-220203

E mail : purchase@indiansalt.com; website: www.indiansalt.com



Hindustan Salts Limited

(A Govt. of India Enterprise)

CIN : U14220RJ1958GO1001049

Regd. Office: B-427, PradhanMarg, Malviya Nagar, Jaipur - 302017 (Rajasthan)

Tel/ Fax : 0141-2523728 / 2521998 E mail : info@indiansalt.com website: www.indiansalt.com

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

Tel : 02757-220204; Fax: 02757-220203

E mail: kharaghoda@indiansalt.com

INDEX

S. No.	Description
	PART-I Instructions to Bidder
1.	General
2.	Submission of tender
3.	Opening of Tender
4.	Validity of offer
5.	Name and address of bankers
6.	Award of Contract
7.	Visiting Company Website
8.	Regarding NSIC Certificate
9.	Regarding MSME Firms
	PART-II
Article 1	Definitions & Interpretation
Article 2	Scope of Work
Article 3	Eligibility
Article 4	Duration of Contract
Article 5	Price Bid
Article 6	Earnest Money Deposit (EMD)
Article 7	Security Deposit
Article 8	Payment terms & conditions
Article 9	Dispute or Differences
Article 10	Jurisdiction
Article 11	Force majeure
Article 12	Recession and cancellation of contract
Article 13	Non Subletting of Contract
Article-14	Damages Under the Contract
Article-15	Power of attorney
Article-16	Change in Constitution
Article-17	Notices
Article 18	Canvassing is Prohibited
Article 19	Maintenance of Discipline by Bidder
Article 20	Governing Laws And Right Of Indemnity Of The Company
Article 21	Deduction of Tax, Duties etc.
Article-22	Contract Document
Article-23	Completeness of Tender
Article-24	Safety of Personnel
Annex- I	Details To Be Submitted By Bidder
Annex -II	Performa of Price Bid
Annex-III	Picture Of The Valves Required For Reference And Information Of Bidders Only



Hindustan Salts Limited

(A Govt. of India Enterprise)

CIN : U14220RJ1958GO1001049

Regd. Office: B-427, PradhanMarg, Malviya Nagar, Jaipur - 302017 (Rajasthan)

Tel/ Fax : 0141-2523728 / 2521998 E mail : info@indiansalt.com website: www.indiansalt.com

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

Tel : 02757-220204; Fax: 02757-220203

E mail: kharaghoda@indiansalt.com

PART I: INSTRUCTIONS TO BIDDERS

1. General

Hindustan Salts Limited, Kharaghoda 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, after extraction of Bromine the De-Brominated Bittern is discarded.

Company is planning to utilize De-Brominated Bittern for production of Magnesium Chloride and accordingly setting up of plant for production capacity of 6000 MT/Annum at Kharaghoda is under progress. Now Company invites offer from prospective parties for Fabrication, Supply and Installation of SS and MS Tavda as per technical specifications at the site of aforesaid Magnesium Chloride Plant as described in the tender documents.

2. Submission of Tender

2.1 The tender should be addressed to **The General Manager (Works), Hindustan Salts Ltd., Kharaghoda-382 760, Distt. Surendranagar(Gujarat),E mail: kharaghoda@indiansalt.com**

2.2 Tender is to be submitted in a sealed envelope. in the manner prescribed below:

Envelope No. 1

Duly signed tender documents (Part I & II), Instruments of EMD, Cost of Tender form and Technical bid as per Annex-II should be submitted in Envelope No. 1, cover super scribing "Technical & Commercial Terms".

Envelope No. 2

Price Bid should be submitted in envelope No.2 as per Prescribed Performa, Annex-III of the Tender Documents, super scribing "**Price bid**".

Both the aforesaid covers should be placed in one Envelope and super scribing as under

- (i) Item for which tender is submitted _____
- (ii) Date of NIT appeared in _____ appeared on _____
- (iii) Last date of submission of tender _____ up to _____.

- 2.3 Each page of the tender documents is required to be signed by the Bidder.
- 2.4 Tender should be free from over writings. The Bidder should duly attest all corrections and alterations.
- 2.5 Tender received after due date and time as mentioned in the tender document will not be entertained.
- 2.6 THE FIRMS BLACK LISTED BY ANY OF THE GOVT. DEPARTMENT SHALL NOT BE ELEGIBLE FOR SUBMISSION OF BID.
- 2.7 Tender not submitted in the appropriate prescribed form and not completed in all respects shall be rejected.
- 2.8 Tenders without requisite EMD and Cost of Tender Form shall be rejected out-rightly.
- 2.9 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 select to withdraw the notification of tender or reject all the Tenders without assigning any reason thereof.

3. Opening of Tender

- 3.1 Technical Bid shall be opened at notified date & time at the office of **The General Manager (Works), Hindustan Salts Ltd., Kharaghoda-382 760, Distt. Surendranagar (Gujarat) by Tender Committee**, in the presence of Bidders or their representatives, so present.
 - 3.2 The representatives will have to establish their identity to the satisfaction of the **Hindustan Salts Limited** by producing introductory letter/authority from their Principal etc. otherwise they will not be allowed to attend the tender opening.
 - 3.3 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.
 - 3.4 **Price bids of the qualified bidders shall be opened on 18th May 2016 at 16:30 hrs. at the office of The General Manager (Works), Hindustan Salts Ltd., Kharaghoda-382 760, Distt. Surendranagar (Gujarat) by Tender Committee.** The price bids shall be opened in the presence of representatives of the qualified Bidders, who wish to be present. Normally one representative per qualified Bidder shall be allowed.
 - 3.5 **Clear understanding:** When a Bidder submits tender in response to the tender notice, it shall be deemed to have read and understood the terms and conditions of tender 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 tender documents.
4. **Validity of offer:** The rates should be valid for a period of **90 days**, from the date of opening of tender. If required the Bidder shall extend the validity date. No revision / modifications in the tender and rate or the withdrawal of the tender will be allowed during the period of validity of tender or during extended period if any, withdrawal of offer within the stipulated validity period will entitle the COMPANY to forfeit the EMD of the Bidder.
5. **Name and address of the Bankers:-** The Bank Account Numbers (Including Type of Account i.e. Saving or Current or others of the Bidders and the year since the Account is being operated.
6. **Award of Contract :**
- 6.1 The **Hindustan Salts Limited** does not bind itself to accept the highest tender or assign any reason for non-acceptance of the same.
 - 6.2 Bidders, which have failed to fulfil earlier contractual obligations, shall not be considered.
 - 6.3 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.
 - 6.4 **The Hindustan Salts Limited reserves the right to cancel any or all tenders without assigning any reason whatsoever.**
7. **Visiting Company Website:** Bidders are requested to regularly Visit Company's website, for updates themselves, regarding the tender as any corrigendum regarding the tender enquiry, which will be published on company website i.e. www.indiansalt.com .
8. **In case, Bidder is registered with NSIC as SSI, a copy of valid certificate should be enclosed and are exempted for remitting EMD and cost of tender form.**
9. **The firms registered as Micro & Small Enterprises (MSEs) should enclose a copy of registration certificate to avail exemption for remitting EMD & cost of tender form.**

Date:
Place:

Signature of the Bidder
Affix Rubber Stamp/Common Seal



Hindustan Salts Limited

(A Govt. of India Enterprise)CIN : U14220RJ1958GO1001049

Regd. Office: B-427, Pradhan Marg, Malviya Nagar, Jaipur - 302017 (Rajasthan)

Tel/ Fax : 0141-2523728 / 2521998 E mail : info@indiansalt.com website: www.indiansalt.com

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

Tel : 02757-220204; Fax: 02757-220203

E mail: kharaghoda@indiansalt.com

Part II

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

In addition to Part-I (Instruction to 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 of India Enterprise)**, B/427, Pradhan Marg, Malviya Nagar, Jaipur - 302017 (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 AMENDMENTS THERETO, if any, agreed in writing by the parties hereto on the basis of which the Bidder shall execute the contract.
- 1.5 "APPROVAL OF COMPANY": shall mean the written approval of the Chairman & Managing Director of the Company or the any other person authorized by him.
- 1.6 "CONTRACTOR" shall mean Individual/Firm/Company to whom work has be awarded as a result of this tender.
- 1.7 "**CONTRACT VALUE**" shall mean the value of supply and installation of MS/SS Tavada finalized as a result of this tender notice
- 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 and BID EVALUATION CRITERIA

- 2.1 Company is planning to utilize De-Brominated Bittern for production of Magnesium Chloride and accordingly setting up of plant for production capacity of 6000 MT/Annum is under progress.
- 2.2 Company invites offer from prospective parties for Fabrication, Supply and Installation of SS and MS Tavda as per technical specifications at the site of aforesaid Magnesium Chloride Plant as described in the tender documents
- 2.3 The bidders are requested to visit the site for getting themselves aware of the site and quote rate for Fabrication, supply and installation of SS and MS Tavda as per below mentioned technical specifications :

S. No.	Specification of equipment
1.	SS Tavda 16 mm MS Cladded Plate (8.25' X 8.25'X 3') (Qty- 2 Nos) (Approx. 4400 Kg)
2.	MS Tavda, 6mm MS Plate(8.25' X 8.25'X 3') (Qty- 2 Nos) (Approx. 1670 Kg)
3.	Tower Square Type (Total: 3400 Kg.) 4' X 4'- 400 Feet- 20 Nos.(Approx. 1800 Kg.) , 2' X 2'= 400 Feet- 20 Nos.(Approx. 900 Kg.) 4' X 2' Channel-20 Feet (Approx. 600 Kg.), 6' X 3' Gader (Approx. 100 Kg.)
4.	Valve of Tavda (As per design – 4 Nos.)
5.	Settler Valve (Two above and two valve in bottom)
6.	Settler 6 mm and glass wool out plate 10 gauge stand (02 Nos.)
7.	Miscellaneous Items required for work

- 2.4 **Qualified bidder quoting minimum amount for Fabrication, supply and installation of SS and MS Tavda as detailed above shall be considered as L1.**

ARTICLE 3 : ELIGIBILITY

Bidder should have past experience in the field for which rates are quoted.

ARTICLE 4: DURATION OF CONTRACT

Fabrication, Supply and Installation of MS and SS Tavda should be completed by the Contractor within 30 days from date of issue of work order.

ARTICLE -5:PRICE BID

- a. Price Bid is to be furnished in the prescribed Performa, which is **Annex II** of the Tender Documents.
- b. **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 initialled with date. In case if there is variation observed in the rates in between words & figures, the highest rate shall be considered.**
- c. It may please be noted that the COMPANY may award the contract to the Bidder whose rates are found lowest without negotiations or after negotiations, if required, but that too, only with the lowest Bidder. Therefore Bidders are advised to be careful to quote the genuine rates only.
- d. 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 B-427, Pradhan Marg, Malviya Nagar, Jaipur – 302017 (Rajasthan) in the State of Rajasthan, India hereinafter called the "COMPANY" or "Hindustan Salts 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 EARNEST MONEY DEPOSIT (EMD)

- 6.1 Bidder should pay requisite earnest money deposit (EMD) **by bank draft drawn** in favor of **Hindustan Salts Limited** & payable at Kharaghoda. The tender without earnest money shall be out rightly rejected.

ARTICLE 7: SECURITY DEPOSIT

The successful Bidder shall have to furnish Security Deposit @ 3 % of contract value within 7 days of the award of contract.

Requisite Security Deposit is to 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 **Hindustan Salts Limited**. The amount of EMD, so deposited shall be adjusted in Security Deposit.

7.1. Interest will not be allowed on EMD/SD.

In the event of breach of contract on the part of the Bidder the Company will be entitled 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 Bidder and in such event, the Bidder on receipt of notice from the Company, shall make further deposit to restore the Security Deposit to the full amount.

7.2. Refund of Security Deposit :

On satisfactory performance of the contract and on receipt of "No Dues / No Demand" certificate from the **General Manager (Works)**, the Security Deposit will be refunded to the Bidder provided that no claim whatsoever against the Bidder is made and nothing is due from the Bidder and that the Bidder has completed the work to the entire satisfaction of the Company.

7.3. 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 Bidder either fail to fulfill his contractual obligations or to settle in full his dues to the company.

7.4 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, LIQUIDATED DAMAGES AND FIRM PRICE:-

8.1 PAYMENT TERMS

Contractor shall submit the bill after successful completion of supply and installation of MS/SS Tavda as per work order. Successful Completion of supply and installation of MS and SS Tavda shall be certified by the authorized officials of the company. Company shall release the payment within 21 days of submission of bill.

8.2 Liquidated Damages:

In case of delay in completion of the Contract, Liquidated Damages (L.D.) will be levied at the rate of 0.5% of order value per week subject to maximum 10% of the order value.

AND/OR

Shall at the risk and cost of supplier and without prejudice to exercising HSL's other right as per terms of order, terminate the order wholly or partly as the case may be and get it completed by themselves or reassign to other supplier(s) to complete.

8.3 Firm Price:

Price(s) shall remain firm till the completion of works and shall not attract any escalation due to any reasons whatsoever.

ARTICLE 9: Dispute or Differences

9.1 Mutual Settlement of Disputes:

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 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/Hindustan 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.
- 9.3.3 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".
- 9.3.4 Arbitrator may from time to time, with the consent of all parties, extend the time in making the award.
- 9.3.5 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.
- 9.3.6 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.

ARTICLE10: JURISDICTION

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 Contractor due to force majeure condition, & both parties mutually agree to further course of action.

ARTICLE 12: RECESSION AND CANCELLATION OF CONTRACT

- 12.1 In case the Contractor fails to complete the contract as stipulated in the contract or any revision and if the company apprehends the performance to be below average than the Company reserves the right to rescind the contract and recover from the bid the loss, if any incurred by the Company in doing so apart from his liability under clauses of the contract.
- 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
- 12.3 If any technical or legal complication arises through statutory agencies or any other reason, during the period of contract, then contract shall be terminated by the company at its discretion by giving 7days' notice to the Contractor and

Contractor shall not claim any damages for such cancellation of contract.

ARTICLE 13: NON SUBLETTING OF CONTRACT

The Contractor is barred from any sub-letting/sub-allocation 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 adjacent to the area of Contractor's work. In case during the execution of contract by the Contractor 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 Contractor at the discretion of company and loss incurred by the company due to such damages will be recovered from the Contractor.

ARTICLE -15 : POWER OF ATTORNEY

A person signing the agreement or any documents forming part of the contract on behalf of the Bidder/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 favor stating that he had authority to bind the Bidder/Contractor 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/Firm/Contractor before complete performance of the contract, the Hindustan Salts Limited may at his option cancel the contract and in such case the Contractor/Bidder shall have no claim whatsoever to be compensated by Hindustan Salts Limited without prejudice to any of rights or remedies under this contract, if Bidder/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/Bidder.

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 advantage 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 incur, subject to the cancellation of this tender or any other contracts and also to payment of any loss resulting from any such cancellation and the Hindustan Salts Limited shall be entitled to deduct the amount so payable from any money otherwise due to the Bidder/Contractor under this or any other contracts. Any question or dispute as to whether the Bidders/Contractors have incurred any liability under the 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 BIDDER

The Contractor shall be liable to comply with covenants of contract and tender documents. The company expected the Contractor, his representatives and the labor 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 Bidder, his employees or his labor, 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.

- a) 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 statutes, rules regulations made by a competent authority and enforce 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.
- b) 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 Contractor themselves from the payment made to them.

ARTICLE 21: DEDUCTION OF TAX, DUTIES ETC.

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

ARTICLE 22: CONTRACT DOCUMENT

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

ARTICLE 23 :COMPLETENESS OF TENDER

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

ARTICLE 24 :Safety of Personnel

Health and safety being the prime responsibility of the Contractor for the workmen employed by him, he must provide safety gears & proper tools and implements to his workmen required for the job. The Contractor must ensure that none of his workmen should enter the site without proper safety appliances. In case of any deviation observed the concerned workman shall not be allowed to work or provided with prescribed safety appliances by the 'management', the cost of which shall be recovered from the concerned Contractor's bills, without taking any consent from the Contractor.

- (i) The contractor shall cover all personnel deputed at site under appropriate insurance scheme.
- (ii) 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.
- (iii) 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.

Date:
Place:

Signature of the Bidder
Affix Rubber Stamp/Common Seal



Hindustan Salts Limited

(A Govt. of India Enterprise)
CIN : U14220RJ1958GO1001049

Regd. Office: B-427, Pradhan Marg, Malviya Nagar, Jaipur - 302017 (Rajasthan)
Tel/ Fax : 0141-2523728 / 2521998 E mail : info@indiansalt.com website: www.indiansalt.com
Unit : Kharaghoda- 382 760, Dist. Surendranager (Gujarat)
Tel : 02757-220204; Fax: 02757-220203
E mail: kharaghoda@indiansalt.com

Annex-I

DETAILS TO BE SUBMITTED BY BIDDER

Please fill the information in the columns and submit along with your offer:

S.No.	Requirement	Particulars
1	Name of company/Firm	
2	Proprietor/Owner	
3	Address	
4	Phone No. & FAX No.	
5	E.mail ID, if any	
6	TIN No.(Taxpayer's identification Number)	
7	Tender Enquiry No. & Date	
8	Due date of submission	
9	Offer No. & Date	
10	Terms of payment as per Tender documents	Accepted
11	Scope of Work as per Tender Documents	Accepted
12	Delivery period- As per order	Accepted
13.	Whether experience in past performance on works of similar nature (Attach copies of purchase order and performance certificate	
14	What is the bidder's annual financial turnover during last three years (attach balance sheet)? 1st preceding year ;2nd preceding year;3rd preceding year	
15	Whether a copy of IT clearance/return submitted for the previous three years	
16	Whether a copy of valid Sales Tax Registration for the tendered item submitted	
17	Whether a copy of Sales Tax clearance/returns submitted for the previous three years	
18	EMD Details:	DD No. Date For Rs
19	Cost of tender documents	DD No. Date: For Rs.
20	Validity of offer 90 days from the date of opening of bid	Accepted
21	Firm is registered with DGS&D , enclose copy of registration	
22	Firm is registered with NSIC/SSI, enclose a copy of registration	
21	i) Tender document duly signed on all pages in token acceptance of all terms and conditions. ii) Deviations if any	Enclosed

Signatures of Bidder with Name,
Designation & Office Seal



Hindustan Salts Limited

(A Govt. of India Enterprise)

CIN : U14220RJ1958GO1001049

Regd. Office: B-427, PradhanMarg, Malviya Nagar, Jaipur - 302017 (Rajasthan)

Tel/Fax : 0141-2523728 / 2521998 E mail : info@indiantsalt.com website: www.indiantsalt.com

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

Tel : 02757-220204; Fax: 02757-220203

E mail: kharaghoda@indiantsalt.com

Price Bid

Name of party-_____

Address:_____

Sub.: Fabrication, Supply and Installation of MS and SS Tavda for Plant for Production of Magnesium Chloride having Production Capacity of 6000 MT/Annum at Kharaghoda

S. No.	Equipment/work	Unit	Price Per Unit (Rs.)	Amount in (Rs.)
A.	Fabrication and Supply of following Equipment :			
A.1.	SS Tavda (16 mm MS Cladded Plate) (8.25' X 8.25' X 3') Quantity- 2 Nos. (Approx. 2200 Kg each)	Kg		
A.2	MS Tavda, (6mm MS Plate) (8.25' X 8.25' X 3') Quantity- 2 Nos. (Approx. 835 Kg each)	Kg		
A.3.	Tower Square Type – (Total : Approx. 3400 Kg.) as described below : a. 4'X4'-400Feet 20 Nos.(Approx. 1800 Kg.) b. 2'X2'=400Feet 20 Nos.(Approx. 900 Kg.) c. 4'X2'Channel- 20Feet (Approx. 600 Kg.) d. 6'X3'Gader (Approx.100 Kg.)	Kg		
A.4	Valve of Tavda (As per design –Qty. : 4 Nos.)	No.		
A.5	Settler Valve (Two No. above and two no. valve in bottom)	No.		
A.6	Settler 6 mm and glass wool out plate 10 gauge stand (Qty. - 02 Nos.)	No.		
A.7.	Miscellaneous Items required	Lump sum		
A.8	Sub-Total (A.1 to A.7)			
A.9	Tax Applicable on A.8 @			
A.10	Total (A.8+A.9)			
B.	Installation of supplied MS and SS Tavda at Site			
B.1	Installation of supplied MS and SS Tavda at Site	Lump sum		
B.2	Tax Applicable on B.1 @			
B.3	Total (B.1 to B.2)			
C	G.Total (A.10 +B.3)(In Figures)			
	G.Total (A.10 +B.3)(In Words)			

Note:-

(i) Qualified Bidder quoting minimum value "C" shall be considered as L1.

Signature with seal of Bidder

PICTURE OF THE VALVES REQUIRED FOR REFERENCE AND INFORMATION OF BIDDERS ONLY



TAVDA VALVE (QTY.- 4 NOS)



SETTLER VALVE (QTY.: 02+02 =04 NOS.)