



**Tender For Supply, Installation, Commissioning of  
MS GLASS LINED UNJACKETED HORIZONTAL  
BROMINE STORATE TANK  
at bromine plant ,Kharaghoda (Gujarat)**

Enquiry No.	10(Com)Purchase/2016-17
Date for pre-bid discussions	28 <sup>th</sup> July, 2016 at 11.00 Hrs in the office of General Manager(Works), Hindustan Salts Limited, Kharaghoda-382760 (Gujarat)
Last date of submission of tender	19 <sup>th</sup> August, 2016 up to 14.30 Hrs at office of General Manager(Works), Hindustan Salts Limited, Kharaghoda-382760 (Gujarat)
Date of opening of tender	19 <sup>th</sup> August, 2016 up to 14.30 Hrs at office of General Manager(Works), Hindustan Salts Limited, Kharaghoda-382760 (Gujarat)
Cost of tender form	Rs.500/- by DD drawn in favour of Hindustan Salts Limited and payable at Kharaghoda
EMD	Rs.2,00,000/- by DD drawn in favour of Hindustan Salts Limited and payable at Kharaghoda.

## Hindustan Salts Limited

(A Government of India Enterprise)

CIN: U14220RJ1958GO1001049

Corporate Office: G-229, Sitapura Industrial Area, Jaipur-302022

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

Tel : 02757-220204; Fax: 02757-220203

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

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

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## PART I: INSTRUCTIONS TO TENDERERS

### 1. General

Tenders are invited from reputed parties having experience for supply, installation & commissioning of MS Glass Lined Unjacketed Horizontal Bromine Storage tank at Bromine Plant, Kharaghoda(Gujarat).

### 2. Submission of Tender

2.1 Tenderers shall indicate all amounts in figures as well as in words. Where there is any difference between price quoted in figures and words, the words shall be considered. Tender should be free from over writings. The Tenderer should duly attest all corrections and alterations. The tenderer should be written against the item in the schedule for which the tenderer does not wish to quote as "NOT QUOTED"

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

2.2.1 Envelope No. I should be super scribing "Technical & Commercial Bid". The following documents should be placed in Envelope No. I

- Duly signed complete tender document (except Price bid) along with specifications of quoted items.
- Instruments of EMD & Cost of tender documents
- Detailed write up about Design, Type of MS GLASS LINED Unjacketed Horizontal Bromine storage tank at bromine plant for further transportation of bromine to consumer and Advantage of the same over other types of packing.
- Civil Work for Installation of Equipment at sight.
- Documents in respect of eligibility & qualifications.
- All other related documents as asked in tender.

### 2.2.2. Envelope No. II should be super scribing "Price bid".

Only Price Bid should be placed in Envelope No. II in the Prescribed Performa. Annex-I of the Tender Documents.

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

*Item for which tender is submitted* -----

*Date of NIT appeared in* \_\_\_\_\_ *appeared on* \_\_\_\_\_

*Last date of submission of tender* \_\_\_\_\_ *up to* \_\_\_\_\_.

- 2.3 The tenderer must indicate the type of concern as whether Proprietary, partnership, private or public Limited, Government Enterprise, MNC.
- 2.4 In case of the tender submitted by a partnership firm it must be signed by each partner thereof.
- 2.5 In the absence of any partner it must be signed on his behalf by partner holding power of Attorney authorizing him to do so.
- 2.6 In case of Partnership firm a certified copy of Registration certificate of the Firm along with the Deed of Partnership as well as names and particulars of the partners of the Firm as on date shall be enclosed.
- 2.7 In case of a Company the tender should be executed in the manner as laid down in Company's Article of Association and a Copy of Memorandum of Association and Article of Association should also be furnished along with the Tender. A copy of the Board Resolution authorizing Secretary / Director to sign and execute this tender should be annexed.
- 2.8 In case of a Sole Proprietary concern it must be stated that it is a Sole proprietary concern and must be signed by the sole Proprietor of the concern himself or by his Power of Attorney Holder under duly attested power of attorney by a Notary Public.
- 2.9 In case, tenderer is having DGS&D rate contract, a copy of which should be enclosed.
- 2.10 In case, tenderer is Corporate with NSIC as SSI, a copy of certificate should be enclosed and are exempted for remitting EMD.
- 2.11 The firms Corporate as Micro & Small Enterprises (MSEs) should enclose a copy of registration certificate to avail exemption for remitting EMD & cost of tender form.
- 2.12 Tender received after due date and time as mentioned in the tender document will not be entertained.
- 2.13 Tender not submitted in the appropriate prescribed form and not completed in all respects is likely to be rejected.
- 2.14 Tenders without requisite EMD / cost of tender form / requisite Exemption Certificate, shall be rejected out-rightly.
- 2.15 Tenderer 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.
- 2.16 THE FIRMS BLACK LISTED BY ANY OF THE GOVT. DEPARTMENT SHALL NOT BE ELEGIBLE FOR SUBMISSION OF BID.
- 2.17 Each Tenderer should submit a copy of Balance Sheet along with profit & loss account, duly signed by the Chartered Accountant for the last three years.
- 2.19 Past experience, for dealing in the items, for which tender is being submitted, should enclose a copy of purchase order / work order, to establish their experience, in the field.
- 2.20 Tenderer should have experience for supply & installation of Supply, Installation, Commissioning of MS GLASS LINED UNJACKETED HORIZONTAL BROMINE STORAGE TANK at bromine plant and further transportation of Bromine in different state to the consumer from ,Kharaghoda (Gujarat) Bromine Plants Hindustan Salts Limited, Kharaghoda
- 2.21 Tenderer should submit technical specification, drawing if any, of the item for which tender is invited, along with technical bid.

- 2.22 If technical specifications are to be enclosed with Technical bid.
- 2.23 If there is any variation from the specifications mentioned in the tender documents and quoted item then list of variations should be enclosed, along with justification of variation & benefit to the company.
- 2.24 Company may seek additional information from Tenderer/Contractors for completion of Tender Process.

### **3. Opening of Tender**

- 3.1 Technical bid of the tenders will be opened at notified date & time at office of General Manager(Works), Hindustan Salts Ltd., Kharaghoda-382 760, Dist. Surendranagar (Gujarat) in the presence of Tenderers, so present. The representatives will have to establish their identity to the satisfaction of the Hindustan Salts Limited by producing introductory letter/authority from their Principal etc. otherwise they will not be allowed to attend the tender opening.
- 3.2 In case notified date for submission/opening of tenders happens to be holiday than submission/opening of tenders will take place on next working day.
- 3.3 Price bids of the qualified Tenderers shall be opened on 19.08.2016 at 16:30 hrs at the office of General Manager(Works), Hindustan Salts Ltd., Kharaghoda-382 760, Dist. Surendranagar (Gujarat). The price bids shall be opened in the presence of the representatives of the qualified tenderers, who wish to be present. Normally one representative per qualified tenderer shall be allowed.
- 3.4 Clear understanding: When a Tenderer submit its tender in response to the tender NOTICE it will be deemed to have understood fully about the requirement terms and conditions. No extra payment will be made on the pretext that the Tenderers did not have a clear idea of and particular point or work or scope of the work.
4. **Validity of offer:** The rates should be valid for a period of 90 days, from the date of opening of tender. If required the tenderer shall extend the validity date. No revision / modifications in the tender and rate or the withdrawal of the tender will be allowed during the period of validity of tender or during extended period if any, withdrawal of offer within the stipulated validity period will entitle the COMPANY to forfeit the EMD of the tenderer.
5. **Reference List:** The tenderer should submit a list in support of their having carried out similar work.
6. **Name and address of the Bankers:-** The Bank Account Numbers (Including Type of Account i.e. Saving or Current or others of the Tenderers and the year since the Account is being operated.

**7. Award of Contract:**

- 7.1 Hindustan Salts Limited does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.
- 7.2 Tenderers, which have failed to fulfil earlier contractual obligations, may not be considered.
- 7.3 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 tenderer and the Hindustan Salts Limited and both parties are bound by the terms and conditions as stipulated in the tender documents.
- 7.4 **The Hindustan Salts Limited reserves the right to cancel any or all tenders without assigning any reason whatsoever.**
8. **Pre-bid Meeting:** on 28<sup>th</sup> July 2016 at 11:00 hrs. at the office of General Manager(Works), Hindustan Salts Ltd.,Kharaghoda-382760, Dist. Surendranagar (Gujarat)
9. **Visiting Company Website: Tenderers are requested to regularly visit company website, for updates regarding the tender as any corrigendum regarding the tender enquiry will published on company website i.e. [www.indiansalt.com](http://www.indiansalt.com) only**

Date:  
Place:

Signature of the Tenderer  
Affix Rubber Stamp/Common Seal

# Hindustan Salts Limited

(A Government of India Enterprise)

CIN: U14220RJ1958GO1001049

Corporate Office: G-229, Sitapura Industrial Area, Jaipur-302022

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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 OR COUNTER OFFER OR REVISED OFFER ARISING FROM OR INCONSEQUENCE OF THIS TENDER.**

In addition to Part-I (Instruction to Tenderers) the following terms and conditions will apply to the contract. The terms and conditions given below even if contrary, to any instructions given in Part-I, shall prevail thereon.

**ARTICLE –1: 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 "Hindustan Salts Limited", A Company within the meaning of Companies Act, 1956 having its CORPORATE Office at Hindustan Salts Limited (A Government of India Enterprise), G-229, Sitapura Industrial Area, Jaipur-302022, (Rajasthan) India Capital of Rajasthan State and shall include its lawful successors and assignees.
- 1.2 "TENDERER": shall mean Individual/Firm/Company.
- 1.3 "CONTRACT": shall mean the Terms and Conditions as per the Tender Documents Part-I & Part-II and SUBSEQUENT AMENDMENTS THERETO, if any, agreed in writing by the parties hereto on the basis of which the Tenderer shall carry out the work arising out of this tender.
- 1.4 "CONTRACTOR" shall mean Individual/Firm/Company to whom contract has been awarded by the company.
- 1.5 "APPROVAL OF COMPANY": shall mean the written approval of the Chairman & Managing Director of the Company or any other the officer authorized by him.
- 1.6 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.
- 1.7 "EFFECTIVE DATE OF THE CONTRACT": The contract shall be effective from \_\_\_\_\_ to \_\_\_\_\_ or for any further date extended with written consent of the parties.
- 1.8 "CONTRACT VALUE": shall mean total cost of equipments i.e. MS GLASS LINED UNJACKETED HORIZONTAL BROMINE STORAGE TANK finalised as a result of this tender notice.

### **ARTICLE 2 :**

**SCOPE OF WORK:-** Supply, Installation, Commissioning of MS GLASS LINED UNJACKETED HORIZONTAL BROMINE STORAGE TANK at bromine plant and further Transportation to of filled bromine in tank to consumer to different consumer in Gujarat Maharastra and other state

2.1 Design, manufacturing, supply, erection, testing and commissioning of MS GLASS LINED UNJACKETED BROMINE STORAGE and further transport to consumer on turnkey basis as per the approved Norms at Bromine Plant at Hindustan Salts Limited, Kharaghoda, Distt. Surendranagar, Gujarat.

2.2 The Contractor shall arrange to have clearance from all Departments, so warranted if required.

3.3 Contractor shall provide one operator for three months at unit for operation of Tank.

**ARTICLE-3 TECHNICAL SPECIFICATIONS:-** Technical details to be submitted with offer.

**ARTICLE - 4: PRICE BID**

**Tenders are required to quote the prices inclusive all covering following points:-**

- 4.1 Price Rates/Bid is to be furnished in the prescribed Performa, which is Annex-I for following points:
- A. Cost of supply, installation, commissioning point at plant, inclusive of trial run.
  - B. Operation cost for three month (One operator shall be made available for 3 months from date of commissioning).
- 4.2 The rate must be written both in words and figure. 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 words shall be considered.
- 4.3 It may please be noted that the COMPANY may award the contract to the tenderer whose rates are found lowest without negotiations or after negotiations, if required, but that too, only with the lowest tenderer. Therefore tenderers are advised to be careful to quote the Lowest/genuine rates only.
- 4.4 Rates entered in the tender shall unless specifically stated to the contrary shall cover the cost on delivered basis to the consignee on FOR destination basis and also include all fees, duties, taxes, royalties, rents or other expenses whatsoever which the Tenderer may have to incur in connection with the carrying out of the contract/delivering of material on FOR destination basis.

**ARTICLE -5: ACCEPTANCE OF TENDER AND AWARDING OF CONTRACT**

On acceptance of this tender/offer or revised offer or counter offer either by the tenderer or by the Hindustan Salts Limited as the case may be the terms and conditions contained in this part will also constitute a contract between the parties i.e. Hindustan Salts Limited , a Company incorporated under the Companies Act, 1956 having its Corporate Office at G-229, Sitapura Industrial Area, Jaipur-302022 (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 "CONTRACTOR" which expression shall unless repugnant to the context or the meaning thereof be deemed to include the Tenderer's Lawful successors, administrators and assignees of the other part.

The work will be required to be done in accordance with the scope and schedule of work as per tender document.

**ARTICLE 6: Time SCHEDULE FOR COMPLETION OF JOB**

Description of Items	Time period of completion
Supply, Installation, Commissioning of MS GLASS LINED UNJACKETED HORIZONTAL BROMINE STORATE TANK at bromine plant Kharaghoda (Gujarat) and further transportation of Bromine to the consumer in different state from , Kharaghoda (Gujarat)	75 days from the date of issue of Purchase Order.



**ARTICLE 7: PENALTY FOR LATE DELIVERY:**

The supplier shall be responsible to supply the material strictly as per delivery schedule mentioned in the order, to be communicated in writing by the company, failing which penalty @ 0.5% shall be charged for every week for the delayed commissioning for each week or part thereof subject to maximum 5% of the total value of Purchase order.

**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.

**ARTICLE-8 EARNEST MONEY DEPOSIT (EMD):**

- 8.1 Tenderer should pay requisite earnest money deposit (EMD) by Bank draft in favour of Hindustan Salts Ltd. payable at Kharaghoda. The tender without earnest money shall be outrightly rejected.
- 8.2 In case the party fails to take up the work within a specified period after acceptance of their tender, revised offer or counter offer in consequences of this tender notice then the earnest money so deposited will stand forfeited to the company.

**ARTICLE 9: SECURITY DEPOSIT (SD)**

The Tenderer shall have to furnish prescribed Security Deposit @ 3% of the contract value on awarding the contract to him by the Company in the form of Demand Draft/FDR duly pledged in favour of the company/Bank Guarantee of nationalized bank in the name of Hindustan Salts Limited and payable at Kharaghoda. The amount of EMD, so deposited shall be adjusted in Security Deposit.

- 9.1 Interest will not be allowed on EMD/SD. In the event of breach of contract on the part of the Tenderer the Company will be entitled to forfeit wholly or partially the above amount of Security Deposit/EMD with the Company. No interest will be allowed on the Security Deposit/EMD 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.
- 9.2 Refund of Security Deposit/EMD: On satisfactory performance of the contract and on receipt of "No Dues" certificate from the General Manager (Works), the Security Deposit will be refunded to the Tenderer provided that no claim whatsoever against the Tenderer is made and nothing is due from the Tenderer and that the Tenderer has completed the work to the entire satisfaction of the Company.
- 9.3 With-holding or forfeiture of Security Deposit/EMD: Without prejudice to the rights of the company to claim damages arising on account of breach of contract under the Contract Act 1972 the Security Deposit shall be liable to be withheld/forfeited wholly or partially at the sole discretion of the Company when the Tenderer either fails to fulfil his contractual obligations or to settle in full his dues to the company.
- 9.4 Recovery from Security Deposit/EMD: The company is empowered to deduct from the Security Deposit/EMD 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.
- 9.5 This Security Deposit shall be refunded on the satisfactory completion of the contract and successful run of the supplied equipment along with its accessories. 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 Tenderer until such difference and dispute shall have been finally settled or adjusted.

**ARTICLE 10: OPENING OF TENDERS**

- 10.1 Tenders will be opened at scheduled notified date & time at the office of General Manager(Works), Hindustan Salts Ltd., Kharaghoda-382760, Dist. Surendranagar (Gujarat). The tender, in which any of the prescribed conditions are not fulfilled, is liable to be rejected.

- 10.2 Hindustan Salts Limited, reserves the right to accept any tender/or to reject any or all the tenders received, without assigning any reason.

**ARTICLE 11: PAYMENT TERMS AND CONDITIONS:-**

- a) 20% on receipt of Material at sight of approved price.
- b) 30% after successful installation and trial run of 3 days
- c) 30% after successful operation for 30 days
- d) 20% after 3 Months of payment released at (c).

**Contractor shall submit Performance Bank Guarantee of 20 % of the contract value which shall be valid for 12 months from the date of completion of trial run with 30 days of claim period.**

**ARTICLE-12:-EVALUATION CRITERIA**

The qualified Tenderer for which total FOR cost of equipment quoted along with commissioning is lowest shall be considered as L1.

**ARTICLE 13 : DETAIL OF EQUIPMENTS TO BE SUPPLIED:-**

Tenderers are required submit offer for Design, Manufacture, Supply, Erection, Testing and Commissioning of Supply, of MS GLASS LINED UNJACKETED HORIZONTAL BROMINE STORATE TANK at Bromine plant ,Kharaghoda Dist Surenderanagar Gujarat along with transportation to consumer .

**ARTICLE 14 : DIFFERNCES OR DISPUTES**

**14.1 Mutual Settlement of Disputes**

- 14.1.1 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.

**14.2 Conciliation**

- 14.2.1 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.

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

**14.3 Arbitration**

- 14.3.1 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.

- 14.3.2 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.

- 14.4 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".

- 14.5 The Arbitrator may from time to time, with the consent of all parties, extend the time in making the award.
- 14.6 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.
- 14.7 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 15: JURISDICTION**

Subject to Article 14 above, it is hereby agreed that all actions at law or suits arising out of or in connection with this contractor 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 16: FORCE MAJEURE**

All the general Force Majeure conditions shall be made applicable to this contract.

**ARTICLE 17: RECESSION AND CANCELLATION OF CONTRACT**

- 17.1 In case the Tenderer fails to complete the contract as stipulated in the contract or any revision and if the company apprehends the performance to be below average than the Company reserves the right to rescind the contract and recover from the said Tenderer the loss, if any incurred by the Company in doing so apart from his liability under clauses of the contract.
- 17.2 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 revised offer or counter offer in response to this tender or in consequences of this NIT in the event of any failure on the part of the contractor, the Company will be free to get the same executed in any manner at the risk 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 Contractor'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 18: DEDUCTION OF INCOME-TAX AT SOURCE:**

If applicable shall be deducted at source.

**ARTICLE 19: CONTRACT DOCUMENT**

A contract arising of acceptance of this tender or in consequence of this tender, the company and the Tenderer, 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 20: 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 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 -21: POWER OF ATTORNEY**

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

#### **ARTICLE -22 : CHANGE IN CONSTITUTION**

On the death or retirement of any partner of the successful Tender/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 - 23: NOTICES**

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

#### **ARTICLE - 24: 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 Tenderers/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 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-25: 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 26 - 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 27: DEDUCTION OF TAX, DUTIES ETC.**

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

**ARTICLE 28: COMPLETENESS OF TENDER**

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

**ARTICLE 29: SAFETY OF PERSONNEL**

- i) The contractor shall cover all personnel deputed under the contract resulting from this tender , with 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 project by the contractor.
- iv)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:  
Place:

Signature of the tenderer  
Affix Rubber Stamp

# HINDUSTAN SALTS LIMITED

(A Govt. of India Enterprise)

CIN-U14220RJ1958GO1001049

Corporate Office: G-229, Sitapura Industrial Area, Jaipur-302022

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

Tel : 02757-220204; Fax: 02757-220203

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

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

Annex-I

Name of party\_\_\_\_\_

Address:-\_\_\_\_\_

Email Id & Phone No. \_\_\_\_\_

## **PRICE BID**

**SUBJECT :- Supply, Installation, Commissioning of MS GLASS LINED UNJACKETED HORIZONTAL BROMINE STORATE TANK at bromine plant and further transportation to the consumer at ,Kharaghoda (Gujarat) for Bromine Plants at Hindustan Salts Limited, Kharaghoda**

S.	Specification of item	Amount in (Rs.)	
		Figures	Words
1	Supply, Installation, Commissioning of MS GLASS LINED UNJACKETED HORIZONTAL BROMINE STORAGE TANK at bromine plant and further transportation to	Description	
		1. 6.3 KL and above	1
		2. 8.0 KL and above	2
		3. 10 KL and above	3
2	Packing & forwarding		
3	Excise Duty @ _____		
4	Sales Tax (GST/CST/VAT) @ _____		
5	Entry Tax/ other charges, if any		
6	Transportation charges including insurance charges		
7	Service Tax		
8	<b>Total Cost (1) to (7) FOR (Inclusive of all tax)</b>		
9.	<b>Monthly operational cost for 3 Month (Inclusive of all tax)</b>		

**Note:-**

- (i) Tenderer shall provide information regarding Material details used.
- (ii) The Tenderer shall submit total FOR cost with installation of equipment
- (iv) Tenderer should indicate clearly whether the sales tax mentioned above is against any concessional form. In case the concessional form is not provided, the rate of tax should be mentioned.
- (v) Price negotiations shall be discouraged Tenderer should therefore quote their most competitive rates (with conformity to the specifications and commercial stipulations given in the tender) in the very instance least they run and risk of losing out in absence of negotiations.
- (vi) The rate must be written both in words and figures. There should be no erasures and or over writings, correction, 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 words shall be considered.
- (vii) The conditional offer which affects the rate of quoted item shall be liable for rejection even the rated rate is lowest.
- (viii) These rates are valid for 90 days from the date of opening of price bid.

Signature with seal of tenderer  
In token of acceptance of above)