



Tender Documents

For SALE OF LIQUID BROMINE (BIS MARK) EX. KHARAGHODA UNIT

Tender No.	31(Com)Purchase/2016-17
Last date and time of submission of tender	28 th November 2016 upto 12.00 Hrs at office of General Manager (Works), Hindustan Salts Limited, Kharaghoda, Dist.-Surendranagar, Pin-382 760,Phone: 02757-220204; Fax: 02757-220203
Date of opening of tender	28 th November 2016 at 12.30 Hrs at office of General Manager (Works), Hindustan Salts Limited, Kharaghoda, Dist.-Surendranagar, Pin-382 760,Phone: 02757-220204; Fax: 02757-220203
EMD	Rs.10,00,000 /- to be deposited by DD drawn in favour of Hindustan Salts Limited and payable at Kharaghoda as EMD.

Hindustan Salts Limited

(A Government of India Enterprise)

CIN: U14220RJ1958GO1001049

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

Tel/ Fax: 0141- 2771427 / 2771449

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

Phone : 02757-220201; Fax : 02757- 220204

E mail : kharaghoda@indiansalt.com, purchase@indiansalt.com

Website: www.indiansalt.com

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TENDER DOCUMENTS FOR SALE OF LIQUID BROMINE (BIS MARK)

INSTRUCTION TO BIDDERS

1. General:

Hindustan Salts Limited (herein after referred as "Company" or "HSL") (A Govt. of India Enterprise) is operating two Bromine Plants at its Kharaghoda, Dist. Surendranagar (Gujarat), works with combined production capacity of approx. Rs.900 MT/Annum. HSL invites offers from interested parties for sale of Liquid Bromine available at Bromine Plant, Kharaghoda-382 760, Dist. Surendranagar (Gujarat) for period from 1st January 2017 to 31st Dec. 2017 in sealed cover, to be submitted at the office of **General Manager (Works), Hindustan Salts Limited, Kharaghoda, Dist.-Surendranagar, Pin-382 760, Phone: 02757-220204; Fax: 02757-220203 till 28th November 2016 upto 12:00 hrs.**

2. Quantity of Liquid Bromine (BIS Mark) available for sale: 4,00,000.00 Kg (Approx.).

In case the production of Liquid Bromine (BIS Mark) is less due to any reason whatsoever, then preferential treatment in supply of liquid bromine shall be made to the H-1 bidder, however HSL shall not be liable to pay any compensation on account of any shortfall in supply of material to the shortlisted party.

3. Bids shall be opened by authorized Committee, in the presence of Bidders or their representatives, who wish to be present on 23rd November 2016 at 12:30 hrs.

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. Contract Period :

5.1 Rates of Liquid Bromine (BIS) finalized as a result of this tender shall remain firm for the entire duration of contract period i.e. **1st Jan. 2017 to 31st Dec. 2017.**

5.2 The entire quantity of available material shall be lifted by successful bidder within period of validity of rates.

6 **Earnest Money Deposit (EMD) : Rs.10,000,00/- (Rs. Ten lakhs only)** to be deposited by the each bidder through **Demand Draft** in favor of **Hindustan Salts Limited payable at Kharaghoda** along with their offer.

7 Offers not submitted with requisite EMD shall be rejected out rightly and bidder shall not be qualified for consideration of his offer for purchase of Liquid Bromine.

8 Qualified Bidder submitting highest rate for purchase of Liquid Bromine (BIS Mark) in Table A of Price Bid (Annex.II), shall be considered as H-1.

9 Security Deposit (SD) :

9.1 The successful bidder (H-1) shall have to furnish prescribed Security Deposit @ 5% of the total purchase value of Liquid Bromine arrived i.e. G. Total amount mentioned in Row 5, of Price Bid (Table-A) (Annex.II) within ten days of award of the contract to him by the Company in the form of Demand Draft in favor of Hindustan Salts Limited payable at Kharaghoda. The amount of EMD, so deposited shall be adjusted in Security Deposit.

9.2 No Interest shall be paid by company on the amount of EMD/SD deposited by the bidder.

9.3 In the event of breach of contract by successful bidder Company will be entitled to forfeit wholly or partially the above amount of Security Deposit available with the Company.

10 Payment Terms:

10.1 H-1 successful bidder shall remit advance payment on approved rate for quantity to be lifted before lifting of material.

10.2 Adjustment of Security Deposit: The security deposit shall be adjusted during the lifting of Liquid Bromine (BIS Mark) by the H-1 bidder in such a manner that 5% of the value of respective consignment including taxes, shall be adjusted from the Security Deposit available with the company and remaining amount of the consignment to be deposited in advance.

The above adjustment shall happen till minimum amount of Security Deposit i.e. Rs.5.00 Lakhs remains available with the company which shall be adjusted only in final consignment lifted by the H-1 bidder.

11. Lifting Period and Place of Lifting:-

11.1 Successful Bidder is required to lift the entire quantity of Liquid Bromine (BIS Mark) produced during the each month at the Kharaghoda unit, till the entire quantity of 4,00,000.00 Kg is lifted, within the validity period.

11.2 The material is offered on Ex. Kharaghoda unit basis and has to be lifted from the Kharaghoda unit at purchasers own cost and expenses.

15. Penalty for Non lifting of Liquid Bromine (BIS Mark):-

In case the Successful Bidder fails to deposit the full cost of consignment in advance or lift the entire quantity of Liquid Bromine (BIS) mark produced during the month at Kharaghoda unit, then HSL at its discretion may sell the same to any prospective buyer who is ready to lift the same. The successful bidder shall be liable to pay any loss by way of lower cost, extra expenditure or other incidental expenses, which HSL may sustain on account of such resale at the risk and cost of the purchaser/successful bidder.

- 16 Hindustan Salts Limited reserves the right to cancel any or all tenders without assigning any reason whatsoever.
- 17 The Hindustan Salts Limited reserves the right to award entire quantity of Liquid Bromine(BIS Mark) to one Bidder or split the quantity among various Bidders as deemed fit by Hindustan Salts Limited.
- 18 **Visiting Company Website:** Bidders are requested to visit company's website, regularly, for keeping updated them regarding issuance of any corrigendum regarding the tender notice, which shall be published on company website i.e. www.indiansalt.com only.
- 19 Bidders which have failed to fulfill earlier contractual obligations, may not be considered.
- 20 Each page of the tender documents is required to be signed by the bidder in token acceptance of terms and conditions of tender notice.
- 21 Tender should be free from over writings. The bidder should duly attest all corrections and alterations.
- 22 Tender received after due date and time as mentioned in the tender document will not be considered.
- 23 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.

24 DIFFERENCES OR DISPUTES

24.1 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.

24.2 Conciliation

24.2.1 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.

24.2.1 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.

24.3 Arbitration

24.3.1 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 "SUCESSFUL BIDDER" 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 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.

24.3.2 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.

- 24.3.3 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 "SUCESSFUL BIDDER" shall be responsible for the loss of work /production or delays and any loss sustained by Company due to such actions by the "SUCESSFUL BIDDER", shall be made good by the "SUCESSFUL BIDDER".
- 24.3.4 The Arbitrator may from time to time, with the consent of all parties, extend the time in making the award.
- 24.3.5 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.

25 Jurisdiction

Subject to above point no.19 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.

26 Force Majeure

In case either of parties fail, to full fill, in time, then, respective contractual obligation owing to future 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 successful bidder due to force majeure condition, & both parties mutually agree to further course of action.

27 Power of Attorney :

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

28 Change in Constitution:

On the death or retirement of any partner of the successful bidder before complete performance of the contract, the Hindustan Salts Limited may at his option cancel the contract and in such case the successful 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 successful bidder 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 successful bidder.

29 Notices

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

30 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 Tenderers, 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 successful bidder under this or any other contracts. Any question or dispute as to whether the successful bidder 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.

Date

Place

Signature of Bidder



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Sub.: Sale of Liquid Bromine (BIS) Mark, Ex. Kharaghoda Unit

DETAILS OF THE 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
12	EMD is to be remitted in form of Demand Draft in favour of Hindustan Salts Limited, payable at Kharaghoda	DD No.. Date Amount Issuing bank
14	Validity of offer	90 days from due date

Signatures of Bidder with Name,
Designation & Office Seal



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PRICE BID

NAME OF BIDDER:

ADDRESS :

CONTACT No.:

E MAIL :

SUB. : SALE OF LIQUID BROMINE (BIS MARK),Ex. KHARAGHODA UNIT.

TABLE A : RATES OF LIQUID BROMINE TO BE QUOTED AS FOLLOWS :

S.No.	Description	Quantity (Kg)	Basic Rate Quoted in Rs. Per Kg	(Amount in Rs.)
(a)	(b)	(c)	(d)	(e) = (c) X (d)
1.	BIS Mark Liquid Bromine	400000.00		
2.	Excise Duty on basic amount @ %			
3.	Total ((1) + (2))			
4.	VAT /CST amount including basic and excise duty *@			
5.	Grand Total (3) +(4) (Ex- Works Kharaghoda)			

* CST @ 2% against 'Form C'

Note :

1. Bidders are required to submit the offer based on Taxes applicable as on last date of submission of offer, however, taxes shall be charged based on the prevailing policy of Central Govt. and State Govt. at the time of dispatch of material.
2. H-1 successful bidder shall remit advance payment on approved rate for quantity to be lifted before lifting of material.
3. The security deposit remitted by successful bidder shall be adjusted during the lifting of Liquid Bromine (BIS Mark) by the H-1 bidder in such a manner that 5% of the value of material including taxes, shall be adjusted from the Security Deposit available with the company and remaining amount of the consignment to be deposited in advance.
4. The above adjustment shall happen till minimum amount of Security Deposit i.e. Rs.5.00 Lakhs remains available with the company which shall be adjusted only in final consignment lifted by the H-1 bidder.

Date :

Place :

Signature of Bidder