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GOVERNMENT OF INDIA
Office of the Deputy Salt Commissioner
Exchange Building, 4th floor
Sir Shivsagar Ramgulam Marg
Ballard Estate
MUMBAI – 400001

File No. S-11011(3) Salt/2018

TENDER NOTICE

1. In pursuance of the Judgment and order dated 16th March 2018 of Hon'ble Bombay High Court in Writ Petition No. 3742 of 2011 and Salt Commissioner, Jaipur's letter No. 16(21)P/2011/Vol.II/ dated 27th March 2018 and C.No.2(43)P/V/1789 dated 23/05/2018, **tenders are invited online in the Central Public Procurement Portal <www.eprocure.gov.in>** for the lease of the right of manufacture of common salt and its by-products in Central Government lands at **Bassein Salt factory in Bhayandar Circle** (as per schedule below) for a period of twenty years commencing from the date to be specified in the order accepting the tender.

SCHEDULE OF LANDS

Name of factory Village/Dist.	Name of Salt work	Survey No	App. Area A-G-An			Minimum Tender value	EMD
Bassein Salt Fy, Village: Juchandra, Taluka: Vasai, Dist. Palghar, Maharashtra	Bhatti Salt works	No. 247 (old 229)	94	08	00	Rs.1,58,63,280 for 20 years.	Rs. 3,96,600/-

NOTE:- (a) The area shown above is approximate. Exact area will be determined, if need be by survey.

2. The cover containing EMD and other ID documents should be superscribed as Tender for the right to manufacture of Salt in the land at Bhatti Salt Works, Bassein Salt factory and should be accompanied by –

I (a) A demand draft drawn in favour of the Deputy. Salt Commissioner, Mumbai for Rs. 3,96,600/-

Or

(b) A fixed deposit receipt for Rs. 3,96,600/- in favour of the above officer

II a) In case of an individual, a valid ID and proof of residence in the form of Aadhar Card/Voter ID/Pan Card/Certificate from Bank may be submitted along with tender documents;

b) In case of partnership firm, a deed of valid partnership along with a copy of registration certificate with the Registrar of Firms may be submitted along with tender documents;

c) In case of a company, its registration certificate and a copy of Memorandum of Association and articles of Association may be submitted along with tender documents;

d) In case of a Trust, deed of formation of the Trust along with names of Trustees and its registration certificate may be submitted along with tender documents;

The cover containing the Earnest Money Deposit (EMD), etc. should be addressed to the Deputy Salt Commissioner, Mumbai and should be delivered either by Registered post or in person **on or before 10.08.2018 and the last date for submission of tenders online is 10.08.2018 at 1800 hours.** Tenders which do not comply with the above requirement are liable to be summarily rejected. The tender documents received late for any reason whatsoever will not be entertained beyond the scheduled date.

3. The tender is only for conferring on the successful tenderer/lessee the right to manufacture edible common salt and its by products on the lands specifically given on lease for a period of twenty years. It does not confer on him any kind of proprietary title or any other right over the land. The land shall not be used for purpose other than manufacture of common salt, and the land (leased premises) shall not be misused and the leasehold rights of the lessee shall not be sublet, assigned, mortgaged or transferred to any third party by the lessee without prior written approval of the lessor. The leased premises must be kept free of encroachments.
4. The successful tenderer/lessee shall have to pay ground rent for each calendar year to the Central Government at the rate of Rs.120/- per acre per annum which shall be paid annually in advance on or before 1st January each year.
5. (a) The tenderer should quote his bid for Assignment Fee above the minimum tender value of Rs.1,58,63,280/- (Rupees one Crore fifty eight lakhs sixty three thousand two hundred and eighty only) for 20 years. . Any bid less than this rate shall be rejected. Minimum tender value has been fixed based on minimum assignment fee of Rs.421/- per MT per annum per acre, i.e. Rs. 421 x 20 tonnes x 20 years x 94 Ac.8 G.

- (b) For the purpose of levy of assignment fee a minimum production of 20 tonnes per acre per annum shall be taken into account.
6. (a) The successful tenderer shall be required to deposit an amount equal to one year's assignment fee based on the minimum production as per condition No., 5 (b) above as Security Deposit to be rounded off to the nearest ten rupees. This will be refunded only after the expiry of the term of the lease or determination before expiry of the term, as the case may be as provided for in the lease agreement.
- (b) In addition to the ground rent payable as per condition no. 4 the successful tenderer/lessee shall also be required to pay the proportionate assignment fee for the remaining effective period of the calendar year, calculated on the basis of the minimum fixed. The counting will be from the eight day of the date of receipt by the successful tenderer of the letter of acceptance of tender, as also the number of instalments and the due date of payment of such instalments shall be specified in the letter of acceptance of the tender. A grace period of thirty days commencing from the eighth day after the receipt of the acceptance shall be allowed for the payment of the first instalment. Subsequent instalment or instalments will carry simple interest at the rate prescribed by Government of India from time to time.
- (c) In subsequent years Assignment Fee for the calendar year shall be collected in lump sum or in instalments not exceeding four in number on or before 1st January, 1st April, 1st July and 1st October; other conditions shall be as provided in clause 6(b) above.
- (d) Tenders shall be opened for acceptance upto and including a period of two months from the date of opening of tenders received. No tenderer shall withdraw his tender during this period. If any tenderer withdraws his offer during this period the earnest money deposited by him shall stand forfeited to the Government.
- (e) In case the production is nil or falls below the minimum prescribed, viz. 20 tonnes per acre per annum, the assignment fee on the minimum will have to be paid for the total assignment area.
7. The online tender will be opened by the Dy. Salt Commissioner, Mumbai or his authorised nominee at this office on **14.08.2018** at **2.00 P.M.** in the presence of tenderers present there. However in the case of a single tender, the tender will not be opened and the department will invite fresh tender. The single tenderer has the option to withdraw the tender within ten days from the date of further call, failing which the tender will be treated as offered for the further call. If a single tender has been received in response to the second call also the last date for receipt of tender will not be extended further, but a decision will be taken by the competent authority based on the tenders received in both the calls.
8. The appropriate authority, i.e. the Deputy Salt Commissioner, Mumbai is competent to accept or reject any tender without assigning any reason

thereof. He is not bound to accept the highest tender or any tender. The Deputy Salt Commissioner, Mumbai also reserves the right to withdraw the Tender Notice at any time before opening of Tenders without assigning any reason whatsoever.

9. The successful tenderer will be intimated in writing by the Deputy Salt Commissioner, Mumbai as soon as the tender is accepted by the competent authority.
10. The successful tenderer shall, within a week of receipt of acceptance of the tender, credit full amount of ground rent for one year as mentioned above. The amount of ground rent shall be credited into the Central Bank of India, Ballard Estate Branch Mumbai or a demand draft drawn in favour of the Dy. Salt Commissioner, Mumbai in the Central Bank of India obtained. However, the successful tenderer have the option of crediting the security deposit amount in the shape of Post Office Saving Bank Deposits or any kind of National Deposit, pledged to the President of Indian Union through the authorised departmental officer. The Factory Officer may also be contacted for assistance with regard to payment of the tender/security deposit. The Demand Draft/Pass Books etc. for credit of the ground rent and Security Deposits should be forwarded to the Salt Factory Officer, within a week from the date of receipt of intimation of acceptance of the tender.
11. (a) In the event of the successful tenderer failing to remit or deposit the amount as stipulated in the above condition or fails to execute and register the required lease deed within the stipulated time, his tender shall be cancelled and the tender deposit amount together with the amount of Assignment fee, if any, the ground rent, and the Security Deposit equivalent to one year's Assignment fee, if paid by him shall be forfeited to the Govt. and steps shall be taken to resettle the land by calling for fresh tenders subject to the condition as hereinafter provided.
(b) In case of settlement of the lands as provided in the last portion of the previous sub-condition any expenditure incurred hereby shall be recoverable from the defaulting tenderer. Further, if the amount realised in the subsequent tender is less than the original tendered amount, the defaulting tenderer will be liable to make good the amount so short realised but shall not have any claim over any excess amount realised, if any.
12. The tender deposit of the unsuccessful tenderers will be refunded to them after the results of tenders are announced. This sum will not be adjusted towards any amount that may be due to the Government nor can it be held over as any deposit for any further tenders. The tender deposit of the successful tenderer shall be returned to him after the possession of land is given under condition No. 15.
13. The successful tenderer should execute a lease deed in the prescribed form on non judicial stamp paper of value appropriate to the lease money offered within thirty days of the date of receipt of the letter of acceptance of the tender or such extended period as may be decided by the competent

authority. The form of lease embodying terms and conditions of lease agreement is available in the department website < www.saltcomindia.gov.in > under the link "**procedure for allotment of saline land / for salt manufacture**" and it shall be assumed that the tenderer have fully acquainted themselves with the terms and conditions of the lease before submitting their bids.

14. The successful tenderer shall bear all the expenses in connection with the execution and registration of the lease deed.
15. The terms and conditions of lease shall be binding on the successful tenderer and the land in question will be handed over duly only after the execution of the lease deed by him.
16. The lease shall be determined or cancelled at any time within the period of twenty years specified in condition No. 3 above, if any one or more of the conditions of the lease are violated by the successful tenderer.
17. No claim shall lie against the Govt. of India in respect of interest on deposits or depreciation or for any loss that may result from failure of the Bank or from other cause in case of acceptance of bank receipt.
18. **The tenderer may inspect the lands in advance and satisfy himself about their suitability for manufacture of Salt. Details of Survey Number etc., of the land can be had from the Factory Officer, Bassein, Superintendent of Salt, Bhayandar/ Deputy Salt Commissioner, Mumbai.**

Place- Chennai.

Date : 12.07.2018


(C. RAGHU) 12/7/18
Assistant Salt Commissioner,
Mumbai

