

LEASING OUT CENTRAL GOVERNMENT' SALT PAN LANDS FOR SALT MANUFACTURE

1. Central Government lands under the administrative control of Salt Commissioner' organization is leased out for salt manufacture for a period of 20 years through open tenders giving vast circulation in the salt manufacturing area concerned.
2. There is no renewal clause in the lease agreement.
3. The minimum lease money (Assignment fee @ Rs. 10/- per MT / per annum and Ground rent @ Rs. 5/- per acre/per annum) is charged as per Government policy subject to manufacture of salt at minimum yield per acre / per annum fixed by the Government of India from time to time. These rates are effective from 01.01.2004 and under revision. For the details with regards to levy of assignment fee and ground rent, minimum production of salt in respect of salt land owned by the Salt Department, Govt of India in various States and concessions given to various categories may be seen in the Government orders dated 27-1-2004 as at **Annexure – A**.
4. In respect of fresh and virgin lands, lease money/ assignment fee at half of this scale is recovered for the first three years. However, such conditions are always incorporated in the NIT and subsequent in lease agreement.
5. In respect of the duly registered Co-operative Societies of weaker section, the rate of assignment fee obtained in the NIT is charged at half of the normal rate of assignment fee proposed for the first five years.
6. Before the lands are formally assigned, the assignees is required to deposit a fixed amount equal to the estimated amount of assignment fee for one year as security deposit. This is refundable after successful expiry of the terms of the lease.
7. Notice inviting tenders for leasing of Salt Dept lands for salt manufacture are always uploaded on website. For detailed conditions of the Notice inviting tenders, please see website.

Annexure -A

No 09014/1/2012-Salt
Government of India
Ministry of Commerce & Industry
Department of Industrial Policy & Promotion
(Salt Section).

New Delhi, the 9th October, 2013

To

The Salt Commissioner,
Jaipur

Subject: Revision of Assignment fee, Ground Rent and rate of minimum production of salt per acre for charging Assignment fee and Ground rent, etc. of the Sett Commissionerate land w.ef 01.01.2013 – regarding

In supersession of latter No. 02011/2/2003-Sult dated 27.1.2004 from the Ministry of Commerce & industry, I am directed to convey the approval of the constant authority for revision of assignment fee ground rent and rate of minimum production of stat per acre as follows:-

- (a) The minimum assignment foe is liked Rs 100/- per MT/annum per subject to minimum yield per acre as fixed for State to State and salt producing centers
- (b) Ground rent is fixed Rs 120/- per acre/per annum, Ground rant should be recovered in lump sum annually in advance
- (c) For the purpose of levy of assignment fee minimum production of salt in terms of tones per acre per annum has been fixed at the following rates in respect of salt land owned by the Salt Commissionerate in the following States:-

State	Minimum production of salt in MT/Acre/Annum
Gujrat	30
Andhra Pradesh (except part of Sumadi Salt Factory of Odisha)	20
Andhra Pradesh (Part of Sumadi Factory of Odisha)	10
Maharashtra	20
Karnataka	20

Odisha	10
Tamil Nadu (Other than Tuticorin area)	20
Tamil Nadu (Tuticorin area)	75

(d) The new rates of assignment fee and ground rent will be effective from 1 January, 2013 onwards.

2. The following procedure shall be adopted for levy of assignment fee lease money in the said States:-

a) Ground rent should be recovered in lump sum annually in advance.

b) The assignment fee may be collected in installment, not exceeding four in a year subject to the payment of simple interest fixed by the Government from time to time.

c) The assignment fee ground rent in respect of land whose lease was renewed on payment of assignment fee/ground rent as per DIPP letter No. 0201 1/2/2003-Salt dated 27.1.2004 would stand revised to the aforesaid rate w.e.f. 1.1.2013. In case lessors are already paying assignment fee more than Rs 100/- per ton, they shall continue to pay the same amount.

d) Before the lands are formally assigned, the assignees should be required to deposit a fixed amount equal to the estimated amount of assignment fee for one year as security deposit. This would be refundable after the expiry of the successful terms of the lease. The assignment fee paid as advance shall be adjusted against outstanding dues in case the lease of land given for manufacture of salt is cancelled owing to violation of lease conditions.

e) In respect of fresh and undeveloped lands as well as salt lands lying fallow for more than 7 years, lease money/assignment fee at half of this scale should be recovered for the first three years from the assignee and for the first five years from duly registered cooperative societies. However, such condition should be incorporated in the NIT and subsequently in lease agreement.

f) In cases where the highest tender rate of assignment fee being more than Rs 100, the lessee shall pay the tendered rate.

g) In cases where the land has been allotted on lease by inviting tenders and the highest bid accepted for payment of assignment fee was less than Rs 100/- per MT, the lessors will continue to pay the assignment fee during the remaining period of lease as per their respective highest bid accepted.

h) All lessees will be required to pay ground rent at revised rate.

3. The new rates of assignment fee and ground rent will automatically increase by 10% after every three years and will be reviewed after every five years by the Committee constituted by the Government of India.

4. This issues with the concurrence of IF Wing vide their Dy. No. 650 dated 10.7.2013

Yours faithfully,

(Sanjivani Tamhane)
Deputy Secretary to the Government of India

Copy to

1. Pay & Accounts Officer, Salt Commissioner, Jaipur
- 2 IF Wing Department of Industrial Policy & Promotion
- 3 Sanction Folder/Guard File
4. Deputy Salt Commissioner, Mumbai, Chennai and Ahmedabad
5. Assistant Salt Commissioner, Kolkata and Jodhpur

(Sanjivani Tamhane)
Deputy Secretary to the Government of India

PROPOSED FORM OF INDENTURE OF LEASE OF GOVERNMENT LANDS FOR MANUFACTURE OF SALT

This Indenture made on the.....day oftwo thousand Between the President of India (*hereinafter called the "lessor" which expression where the context so admits shall include his successors and assigns*) of the one part and Shri / Smt. / Kumari son / wife / daughter of residing at.....

..... (*hereinafter called the lessee which expression where the context so admits shall include his respective heirs, executors, administrators, legal representatives and assignees*) of the other part.

OR

.....(Name of person) of (Address of Occupation) hereinafter referred to as the lessees which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assignee of the other part.

OR

.....(Name of person) of..... Address and(Name Person)

of.....
.....(Address of the firm or syndicate)
under the name & style of
.....
.....(Name of the firm or a syndicate) registered under
.....(Act under which registered) hereinafter
referred to as the lessees which expression shall where the context so admits be
deemed to include all the partners of the said firm, their representatives, heirs,
executors, administrators of the other part.

OR

.....(Name of
Company) a company registered under (Act under which incorporated and having its
registered office..... (Address) hereinafter referred to
as the lease which expression shall where the context so admits be deemed its
successors and permitted assignees of the other part.

OR

.....of.....
..... Society
of.....
.....(Address of society) a cooperative society registered
under.....(Act under regd.) herein which expression
where the context so admits be deemed to include its administrative and legal
representatives and permitted assignees) of the other part.

Whereas the lessee has applied to the lessor to grant to the lessee a
lease of all that piece or parcel of land.....acres or
.....hectares in
the.....Salt Factory or in the village of
..... In the district of in the

State of particularly described in the Schedule hereunder written, which the lessor has agreed to do upon the terms and conditions hereinafter appearing and contained.

Now this indenture witnesseth that in consideration of the sum of Rs..... (Rupeesonly) paid as the ground rent for the yearand the sum of Rs..... (Rupees.....only) equivalent to the estimated amount of assignment fee for one year deposited as and by way of security before the execution of these presents (the receipt whereof the lessor hereby acknowledges) and of the balance of the assignment fee payable in installments as hereafter provided and of the ground rent hereinafter reserve of the covenants and conditions on the part of the lessee hereinafter contained, the lessor doth hereby demise unto the lessee all the piece or parcel of land in the schedule hereunder written, particularly mentioned and described and all salt pans and brine pits upon in and under the said piece or parcel of land expressed to be hereby demised together with all easements and appurtenances to the said piece or parcel of land and pans belonging or reported to belong or with the same respectively usually held or enjoyed (hereinafter referred to as "the demised premises").

The lessor and the Lessee hereby covenant with each other in the manner following, that is to say;

- (1)(i) The Lessee shall pay Assignment Fee (AF) (in the beginning of each year in advance) i.e. total sum of Rs.....(Rupees.....only) at the rate of Rs..... Per tonne of salt produced and issued subject to a minimum of tonnes per acre/ per annum payable by the lessee on or before the date fixed from time to time.

- (ii) Also pay Ground Rent (GR) of Rs.....
(Rupees.....only)
in lump sum only at the rate of Rs..... per acre per annum , with
automatic increase of 10% after every three years and will be reviewed after
every five years by the Committee constituted by the Govt. of India or as
amended by the Government of India from time to time payable in advance at
the beginning of every year on or before the date fixed by the Lessor.
- (iii) The Lessor may permit payment of assignment fee in installments not
exceeding four in a year viz. on 1st January, 1st April, 1st July and 1st October,
along with simple interest as notified by the Ministry of Finance, Govt. of India,
from time to time, on the balance of the assignment fee due on account of
deferred payment. The amount paid by the Lessee as stated above shall be
adjusted at the end of the said year on the basis of the quantity of salt issued
from the salt works.
- (iv) In the event of failure to pay the Assignment Fee and Ground Rent as per
agreement by the fixed date, a grace period of two months will be allowed and
to pay the dues within the said grace period of two months, the Lessee(s) will
be liable to pay interest thereon at a rate not exceeding% per annum
as fixed by the Ministry of Finance, Department of Expenditure, Government of
India from time to time.
- (v) In default of payment of Assignment Fee & Ground Rent during extended period
of two months as aforesaid, the lease shall be liable to be terminated by service
of week's notice on the Lessee by the Government of India, DPIIT, New Delhi /
Salt Commissioner / Deputy Salt Commissioner / Assistant Salt Commissioner
on behalf of the lessor.
- (2) The lease shall be subject as herein provided for a period of years
commencing fromto..... provided always that
the Government of India, DPIIT, New Delhi / the Salt Commissioner/ Deputy
Salt Commissioner / Assistant Salt Commissioner on behalf of the Lessor shall

terminate the lease at any time before the expiry of lease period, by giving a notice for a period of six months or end of the salt manufacturing period, whichever is earlier. Such notice will have immediate effect.

- (3) On expiry of the lease or its sooner determination thereof as provided herein clause Nos. 1, 2 & 20, the Lessee shall leave the demised premises in such a good order and condition as is consistent with the due performance of this lease and shall remove himself entire quantity of salt and also all civil structures and dwelling units etc. erected or made thereon along with machinery / washery / Refinery /Iodization Plant or any other machinery related to improvement of quality of salt etc. erected by him on the said land at his own costs, within four weeks' from the date of notice or the order terminating lease, whichever is earlier, failing which, the civil structures and dwelling units etc., machinery etc., stated above shall stand forfeited to the Government; and the Lessee shall not be entitled to any compensation for any expenditure that may have been incurred in respect of the works or machinery. The actual expenditure incurred for removal of the civil structures and dwelling units etc. would be recovered from lessee.
- (4) (i) The Lessee shall use or utilize the demised premises exclusively for the manufacture, storage and sale of salt including salt iodization and refining and for the works connected therewith and shall not do any construction work relating to dwelling houses on the demised premises and shall not utilize it for any other purpose. The lessee may, however, use a part of premises for constructing office premises / Laboratory on specific approval of the Competent Authority. No additions / alteration to the existing civil structures etc. should be made without prior approval of the lessor.
- (ii) The Lessee shall furnish the plan of his salt works or the realignment of existing salt works for prior approval to the Government of India, DPIIT / the Salt Commissioner / Deputy Salt commissioner / Assistant Salt Commissioner before the construction is started and no alteration thereafter should be made without

sanction of the lessor. The Lessee (s) shall complete all preliminary arrangements in time to commence the manufacture of salt within a reasonable time of two years from the date of issue of the assignment orders / tender acceptance orders. The Lessee(s) shall pay expenses of any survey that may be ordered of the land within the aforesaid limits and of preparing maps thereof.

- (5) (i) The Lessee shall allow the officers of the Govt. of India duly authorized in this behalf by the DPIIT, Ministry of Commerce and Industry or the Salt Commissioner or Deputy Salt Commissioner or Assistant Salt Commissioner or any other equivalent competent officer (hereinafter referred to as "The Authorized Officer) to inspect his salt works and civil structures and shall reserve for the Lessor such portion of the demised premises as the authorized officers may from time to time require for the purpose of providing experimental pans worked by or under Government of India control for means of communication and for erecting guard houses, store houses and offices.
- (ii) The Lessee(s) shall be bound to allow all neighboring Lessee(s) / salt manufacturers and their labourers such reasonable right of way over the ridges of their pans as may be necessary for them to carry the salt from their pans to the drying grounds, storage platforms or otherwise.
- (6) The Lessor reserves to himself the right to any quarries, mines, veins and beds of coal, lead stone, or other minerals in or under demised premises with liberty to himself and his employees to enter and search for such minerals and to dig and carry them away doing as little damage to the Lessee's works and interfering as little with his liberty as possible.
- (7) The Lessee shall pay Non-Agricultural Land Assessment Tax or any other tax as prevailing from time to time in respect of all such portions of the demised premises under salt manufacture or in respect of use of the said land or portion thereof for any purpose incidental to the same viz. like salt iodization, refining, brine storage tanks, office, engine rooms, fuel yard, settlers etc., reservoirs,

condensers, crystallizers and their ridges, brine pits and bitterns channels, brine supply and transport channels as also platforms, drying grounds and roads and pathways within factory limits and also all existing and shall also pay taxes, duties, rents and outgoing of every description for the time being payable or which may hereafter become payable either by the land lord in respect of the demised premises and any buildings, machinery etc., and in such cases, it will be lessees who shall be responsible for payment thereof.

- (8) The Lessee shall not manufacture salt, not conforming to the quality standard as prescribed under Clause 14 below, in the demised premises, and shall forthwith destroy / upgrade such salt, if any, at its own costs and shall not make any commercial or other use of such salt.
- (9) The Lessee shall bear the costs of all works incidental to laying out of the reservoirs, condensers, crystallizers and pans and the lifting of brine, boiling refining, iodization etc.
- (10) Except with the written consent of the Lessor, first obtained, the Lessee(s) shall not assign, underlet or part with possession of the demised premises or any portion thereof and shall not transfer by way of sale, gift, mortgage or otherwise the demised premises provided that nothing herein contained shall prevent the lessee at any time from taking any partner or partners into the business carried on by them under the present lease, after obtaining the previous approval in writing of the DPIIT, Ministry of Commerce and Industry, New Delhi on the terms and condition prescribed by it.
- (11) The Lessee shall work the salt works directly under him /their authorized person and shall employ supervisors capable of understanding and carrying on such improved methods of manufacture as may be prescribed by the Authorized Officer for the production of salt of good quality. In the event of Lessee proposing appointment of any Power of Attorney to direct and supervise the work of Salt manufacture, the previous permission in writing of the Government

of India, DPIIT / the Salt Commissioner / Deputy Salt Commissioner / Assistant Salt Commissioner of the Region shall be obtained.

- (12) The Lessee(s) shall not sell salt manufactured by him/ them at an ex-factory price higher than that fixed by the Govt. of India or the State Govt. if any, from time to time.
- (13)
 - (i) The Lessee shall comply with such rules in respect of manufacture, storage and sale of salt as may be in force from time to time and shall maintain general discipline of the factory.
 - (ii) The Lessee(s) shall exercise due diligence in manufacturing of salt and shall work the leased area to its full capacity every year. It shall produce the minimum quantity of salt fixed for the State in which land is located. Failure to produce such quantities of salt for two consecutive years may entail cancellation of lease.
- (14) The Lessee(s) shall manufacture salt of a quality not inferior to the standard laid-down under P.F.A. Act, 1954 and declared by the Government by a notification in the Gazette of India from time to time or any other similar law enacted by the Government.
- (15) The Lessee(s) shall be bound, at his own expenses, to construct and maintain with the salt works set up in the demised premises in good repair all roads and all channels, reservoirs, embankments, drying grounds, platforms and other works used or intended to be used for the manufacture and storage of salt, and would also construct and maintain any works required for protection of the salt works from inundation or for the supply of brine to the satisfaction of the authorized officer.
- (16) The Lessee(s) shall make adequate arrangements to prevent demised premises from misuse / encroachments by fencing and employing security guards wherever needed, at his/their own cost and will also not be entitled for any compensation whatsoever from the Government of India, on account of

such construction and for expenditure incurred on employment of security guards.

- (17) The Lessee shall pay wages as per Minimum Wages Act as notified by the Government to the labour employed by them and shall also provide welfare amenities in accordance with the Labour Laws / Rules / Orders, applicable in the respective State.
- (18) In the event of issuance of notice of termination either by the lessor or by the lessee, the lessee shall pay all sums due or falling due to the lessor up to the close of the manufacturing season / official year in which such notice is given, otherwise all the sums due under this lease shall be recoverable as arrears of land revenue as per provision of the Revenue Recovery Act, 1890 and rules made there under from time to time
- (19) The lessor shall be entitled to a lien every year up to 25% of the salt produced by the lessee in the factory and the lessee shall keep in reserve the 25% of the salt manufactured in the leased salt works in that season. Such salt shall be termed "Government Reserve". The lessor will have the option to purchase the said Government Reserve salt at such rate as may be decided by the Govt. of India from time to time. The Government Reserve Stock of the season shall be released by the lessee for disposal as it is replaced by equal quantity of the new salt of the succeeding season.
- (20) Subject to the foregoing conditions, the Lessee shall continue to enjoy the demised premises undisturbed for a term of twenty years commencing from to provided that DPIIT, Ministry of Commerce and Industry, New Delhi on behalf of the Lessor, shall be at liberty to determine forthwith the lease on account of the lessor / Govt. requiring the leased land for public purposes giving to the lessee notice in writing during currency of lease stated above, (ii) in case of breach of any of the above mentioned conditions, or in the event of lessee delaying payment of any sum or sums due under this Agreement for over two months (excepting payment in installments of the agreed

sums, in respect of the ground rent or assignment fee) for which a specific provision has been made in Clause I hereof from the date when it falls due, then in such event, the lessor may determine the lease forth with and the security deposit paid shall stand forfeited to the Government.

(21) In the event of any question, dispute or difference arising in respect of or in connection with these presents (except as to any matters, the decision of which is specially provided for by these presents), the same shall be resolved by mutual consultation. If such resolution is not possible, then the dispute or difference shall be referred for adjudication through arbitration. The arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of the arbitration shall be _____. The language of the proceedings shall be English. The arbitrator shall make a reasoned award which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the Parties. However, expenses incurred by each party in connection with the preparation, presentation, etc. shall be borne by the respective party.

In _____ witness _____ whereof
Shri.....
..... for and on behalf of the President and
.....have hereunto and subscribed
their respective hands and seals the day and year first above written.

Signed _____ by
(name).....
.....(designation) for and on behalf of the President of India in the
presence of

WITNESSES:

1.

Occupation:

Address:

2.

Occupation:

Address:

(Signature)
for and on behalf of the
President of India

Signed by the above named lessees in the presence of

WITNESSES:

1.

Occupation:

Address:

2.

Occupation:

Address:

Signature of Lessee(s)

SCHEDULE OF LAND

Registration		Factor y	Revenu e Survey No.	Salt Surve y No.	Boundaries				Extent	
District	Sub distri ct				Nort h	East	Sout h	West	Ac.	Cts.

NOTICE INVITING TENDERS (NIT)

TENDER FOR THE LEASE OF CENTRAL GOVERNMENT LANDS UNDER CONTROL OF SALT DEPARTMENT, GOVERNMENT OF INDIA FOR THE RIGHT OF MANUFACTURE OF COMMON SALT AND ITS BYE-PRODUCTS

Tenders are invited through online on the Central Public Procurement Portal www.eprocure.gov.in for the lease of Central Government lands under control of Salt Department Government of India at Salt Factory in Salt Circle as per the schedule below for a period of Twenty (20) years commencing from the date to be specified in the order accepting tender for the right of manufacture of common salt and its bye-products.

SCHEDULE OF LANDS

Name of the Factory/ Village/District	Name of Salt Works/L. No.	Block No.	S. No.	Extent in A.cs.	Minimum Tender Value for 20 years	EMD

Note: The areas shown above is approximate and the exact areas will be determined, if need be, by survey.

2. Tenders must be submitted through online in the prescribed format along with necessary documents and information therein as per the schedule of dates given below:

Documents Download start date	
Documents Download end date	
Tender submission start date	
Tender submission end date	
Tender opening date	

The EMD should be super scribed as **“Tender for the right of manufacture of Salt in Salt Department, Government of India lands at Salt Factory”** and should be accompanied by the Earnest Money Deposit of Rs..... **by,**

- i. A demand draft (or) a bank Call deposit receipt valid for six months (or) a Fixed Deposit Receipt from any Nationalized Bank drawn in favour of the Deputy Salt Commissioner, Chennai.
- ii. Tender documents will be available on SCO website <http://saltcomtender.gov.in/> and Government of India e-portal www.eprocure.gov.in at free of cost.
- iii. If the tenderer is a firm / Company / trust, then its registration certificate / Certificate of Incorporation / Partnership Deed / Memorandum of Association / Article of Association / Trust Deed, as the case may be, shall be filed with the tender.
- iv. In case of individual, a valid Identity Card and proof of residence in the form of Aadhaar Card/Pan Card/Voter ID shall be provided.

The sealed cover containing the EMD should be submitted to the Deputy Salt Commissioner, Chennai and should be delivered either by Registered Post or in person by Xerox copy of the EMD deposit is to be uploaded along with the Tender document.

3. Instructions for electronic submission of tender:

- a) Tender shall be received only electronically through the e-procurement Portal of NIC (<http://eprocare.gov.in>). No tender shall be accepted in hard copy or in any other form.
- b) Online tender will be technical as well as financial. Technical qualified tender only considered for financial tender.
- c) For submission of e-tender tenderers if not registered, are required to get themselves registered with NIC's Central Public Procurement Portal www.eprocure.gov.in using Class-II /Class –III Digital signature Certificate. All the details mentioned during registration/ enrolment process should be correct/ true. Tenderers have to abide by all the terms and conditions mentioned during registration process.
- d) Tenderers are required to upload soft copies of all the relevant documents.
- e) Tenderers are advised in their own interest to submit the online tender well before the tender submission end date and time (as per Server System Clock of CPP). Salt Commissioner Organization will not be responsible for any delay or the difficulties encountered during the submission of tender at the eleventh hour due to any technical or other problems.
- f) For any queries relating to the process of online bid submission or queries relating to CPP portal (<http://eprocare.gov.in/wprocure>), tenderers may contact CPP Portal Helpdesk on Tel. Nos. 0120-4001005, 0120-420062, 0120-4001002 and 0120-6277787.
- g) Salt Commissioner Organization shall not be responsible for non-receipt/ late receipt of the tender documents due to any reason whatsoever.

4. The tender is only for conferring on the successful tenderer the right to manufacture edible Common Salt and its bye-products on the lands specified above during a period of 20 (Twenty) years only and on expiry of the said lease period or its sooner determination thereof as provided in the Clause Nos.1, 2, 20 of the lease deed, the tenderer should leave the premises in such a good order and condition as is consistent with the due performance of this lease and shall remove himself entire quality of salt and also all civil structures and dwelling units, etc. erected or made thereon along with machinery / washery / refinery / iodization plant or any other machinery related to improvement of quality of salt, etc. erected by him on the said land at his own costs, within 4 weeks from the date of notice or the order terminating the lease, whichever is earlier, failing which the civil structures and dwelling units etc., machinery, etc. stated above shall stand, forfeited to the Government and the tenderer shall not be entitled to any compensation for any expenditure that may have been incurred in respect of the works or machinery, besides, the actual expenditure incurred for removal of the civil structures and dwelling units, etc. would be recovered from the tenderer / lessee(s) as per Lease Deed Condition No.3. It does not confer on him any kind of proprietary title or any other right over the lands or for using the lands for purposes other than salt manufacture.

5. The successful tenderers shall have to pay Ground Rent to the Government of India at the rate of Rs.145/- (Rupees One hundred and forty five) per acre per annum, which shall be paid annually in advance each year with automatic increase of 10% after every three years and will be reviewed after every five years by the Committee constituted by the Govt. of India.

6.a) The tenderer should quote his bid for Assignment Fee above the minimum tender value of Rs.....(in words) for 20 years that he/she is willing to pay at Metric Tonne of salt produced and issued in the proposed area. This rate shall not, however, be less than Rs.121/- per tonne per annum. Any amount less than this rate shall be rejected.

b) For the purpose of levy of Assignment Fee, a minimum production of tonnes of Salt per acre per annum shall be taken into account.

7.a) The successful tenderer shall be required to deposit an amount equal to one year's Assignment Fee based on the minimum as per condition No.6(b) above as Security Deposit to be rounded off to the nearest 100 rupees. This will be refunded only after the expiry of the term of the lease or its sooner determination before expiry of the term, as the case may be as provided for in the lease agreement.

7.b) In addition to the ground rent payable as per Condition No.5, the successful tenderer 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 amount of the assignment fee due for the said period counting from the 8th day of the date of receipt of the tender acceptance order by the successful tenderer, 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. However, a grace period of 30 (thirty) days commencing from the 8th day from the receipt of the acceptance orders shall be allowed for the payment of first instalment. Subsequent instalment or instalments will carry simple interest or penal interest in the case of default in payment on due dates at the rate as prescribed by the Government of India from time to time.

c) In the subsequent years, the assignment fee for the calendar year shall be collected in lump sum or in instalments not exceeding four in number on 1st January, 1st April, 1st July and 1st October. Other conditions shall be as provided in Clause 6(b) above.

d) Tenders shall be open for acceptance up to 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. tonnes per acre, the Assignment Fee on the minimum will have to be paid for the total assigned area / land.

8. The online tenders will be opened by the or his authorized nominee at his office onatA.M/ P.M. in the presence of such of the tenderers as may be present then. However, in the case of a single tender, the tender will not be opened and a further call inviting tenders will be notified. 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 only a single tender has been received in response to the second call also, the last date for the 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.

9. The appropriate authority viz. Government of India, Department for Promotion of Industry and Internal Trade (Salt Section), New Delhi is competent to accept or reject any tender without assigning any reasons thereof. He is not bound to accept the highest or any.

10. The successful tenderer will be intimated in writing by the Salt Commissioner, Jaipur/Deputy Salt Commissioner, Chennai/Assistant Salt Commissioner, Chennai as soon as the tender is accepted.

11. The successful tenderer shall, within a week of receipt of acceptance of the tender, credit the full amount of proportionate Assignment Fee, Ground Rent for one year and Security Deposit equivalent to Assignment Fee for one year (rounded off to nearest 100 rupees) as mentioned above (on the basis of 20 tonnes per acre). The amount of Assignment Fee / Ground Rent shall be credited into the branch of the Central Bank of India or in the form of a Demand Draft drawn in favour of However, the successful tenderer shall have the option of crediting the Security Deposit amount in any one of the following forms:

- i. Fixed Deposit Receipt from any Nationalized Bank;
- ii. National Savings Certificates.

duly pledged in favour of on behalf of the President of India. The Factory Officer may also be contacted for assistance with regard to payment of the Tender / Security Deposit. The Demand Draft for credit of the Ground Rent/Assignment Fee/Security Deposit should be forwarded to the Salt Factory Officer, within a week from the date of receipt of intimation of acceptance of the tender.

12(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, the tender acceptance orders issued will be cancelled and his 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 paid by him / her / them shall be forfeited to the Government and steps shall be taken to resettle the land by calling for fresh tenders subject to the conditions as herein after provided.

(b) In case of settlement of the lands as provided in previous sub-condition any expenditure incurred thereby shall be recoverable from the defaulting tenderer. Further, if the amount realized, in the subsequent tender is less than the original tendered amount, the defaulting tenderer will be liable to make good the amount so short realized but shall not have any claim over any excess amount realized, if any.

13. 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 future tenders. The tender deposit of the successful tenderer shall be returned to him after the possession of land is given under Condition No.15.

14. The successful tenderer should execute lease deed in the prescribed form on non-judicial stamp paper of value appropriate to the lease money, Ground Rent, Security Deposit and lease period offered within 30 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 embodying terms and conditions of lease agreement will be available in the department website www.saltcomindia.gov.in under the link "procedure for allotment of saline land / for salt manufacture" and shall be assumed that the tenderer has fully acquainted themselves with the terms and conditions of the lease before submitting their bids.

15. The successful tenderer shall bear all the expenses in connection with the execution and registration of the lease deed.

16. The terms and conditions of lease shall be binding on the successful tenderer and the land in question will be handed over only after the execution / registration of the lease deed by him as per Condition No.13 above.

17. The Government can terminate the lease before the expiry of the lease period, by giving a notice for a period of 6 months or end of the salt manufacture period whichever is earlier and as specified in Condition No.3 above, if any, one or more of the conditions of the lease are violated by the successful tenderer.

18. No claim shall lie against the Government 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.

19. **The tenderer shall inspect lands in advance and satisfy himself / themselves about their suitability for manufacture of salt and other infrastructural facilities available. Details of survey numbers, etc. of the land can be had from the Salt Factory Officer. / Superintendent of Salt,/ Deputy Salt Commissioner.....**

Deputy Salt Commissioner

Place:

Date:

TENDER FORM

(for the right of salt manufacture)

From

To

Sir,

With reference to your Notice inviting tenders for the lease of Government of India, SCO lands mentioned below for salt manufacture for a period of 20 years, I, S/Shri/Smtafter having inspected the said lands and after satisfying myself about its suitability for manufacture of salt and alsoabout the availability of other facilities, hereby offer to pay Rs.....(Rupees.....only) per tonne of salt produced and issued as lease money.

SCHEDULE OF LANDS

Name of the village/ District	Block No.	Revenue SurveyNo.	Area Acs. Cts.	E.M.D. Rs.

2. I am enclosing herewith a DD / Bank Fixed Deposit Receipt (Nationalised Bank) / Bank Call Deposit No.....dated..... for Rs.....(Rupees)) fromdrawn in favour oftowards Earnest Money Deposit.

3. I confirm that I have read the Notice inviting tender and am fully aware of the various terms and conditions and provisions thereof and I undertake to abide by the said terms and conditions.

4. As required in condition 6(a) of the NIT, I intend to offer the security Deposit in the shape of a Fixed Deposit Receipt/ National Savings Certificate.

Yours faithfully,

()

Encl. :

Place :

Date :