

TAMILNADU MAGNESITE LIMITED, SALEM

TAMIL NADU MAGNESITE LIMITED

(A Govt. of Tamil Nadu Undertaking)

5/53, OMALUR MAIN ROAD

JAGIR AMMAPALAYAM (P.O)

SALEM-636302

**GENERAL TERMS AND
CONDITIONS FOR CONTRACTS – 2017-19**

Last date & time of issue of tender : 22.06.2017
form 5:00 p.m.

Last date & time of receipt of : 23.06.2017
completed tender form 11:00 a.m.

Date and time of opening of : 23.06.2017
tender 12:00 noon

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LIST OF CONTRACTS

Sl. No	NAME OF THE CONTRACT
1	Manual Loading, Transporting and Unloading of Raw Magnesite - from mines to RKD,SKD to RKD.
2	Manual Loading, Transporting and Unloading of Raw Magnesite - - from mines to SKD
3	Packing of DBM at RKD
4	Material Handling work at RKD
5	Crushing of LCM from 0 – 40 mm Lumps to – 200 Mesh Powder in our own Pulveriser, weighing, packing & stacking at SKD
6	Production, processing of LCM at SKD
7.	Raw Magnesite Picking (NRG) from Mines Spoil Banks.
8	Drilling, collection (with required machineries) and stacking of Dunite
9	Running of canteen for Contract workers at Mines and RKD.
10	Excavation with own machinery, Mineral Segregation, Cleaning and Stacking of Raw Magnesite
11	Deep hole drilling on footage basis by using Compressor, Wagon Drill and Towing Tipper
12	Spoil Removal Work: Loading, Transporting and Dumping spoil at Mines Dumping Area using Excavators & Tippers
13	Hiring of dewatering pumps

Sl.No. 1 to 12 is for 2 years period

Sl.no 13 is for 6 months period

Abbreviations:

RKD : Rotary Kiln Division
SKD : Shaft Kiln Division
DBM : Dead Burnt Magnesite
LCM : Lighty calcined Magnesite
NRG : Non Refractory Grade

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GENERAL INSTRUCTIONS:

1. Each and every page of the tender documents shall be duly, properly and exhaustively filled in and signed only by authorized persons in case of partnership firm or Limited Companies and in case of individuals by the individual himself and this shall be binding the Contractor. Corrections, if any shall be duly signed for each correction.
2. **Conditional offers will not be considered.**
3. The rates for the items tendered should indicate rate of applicable taxes. If any Tax declaration form is required, it should be specifically mentioned along with the time limit for furnishing such declaration.
4. The rates offered must be valid for **120 days** from the date of opening of the tender. The offer, if accepted and order placed, the price shall be maintained till the completion of committed order.
5. **Experience Criteria**
 - (a) The tenderer should have minimum of 2 years previous experience with in past 7 years in the relevant field for participating in the tender. The tenderer should furnish necessary proof of documents (work order or agreement), previous experience details in the prescribed format along with satisfactory performance certificate with the technical offer.

Format for previous experience

Name of the Company where worked	Nature of the Contract work awarded	Tonnage Handled/manpower deployed	Duration of Contract	Value of the Contract work executed

- (b) The following documentary proof of experience must be enclosed along with the Technical Part A - Bid failing which, the tender is liable for rejection at the discretion of the management.

1. Copies of Work Orders / Contracts
2. Copies of Bills / Invoices with Payment vouchers
3. Satisfactory performance certificates
4. Copies of Audited Balance Sheet, Statement of Profit & Loss Account for the 3 financial years within last 7 years
5. Copies of Income-Tax returns submitted for the last three assessment years

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6. Earnest Money Deposit (EMD) to be submitted along with Technical offer as follows:

1. The EMD amount as prescribed should be submitted along with Technical Bid by way of Demand Draft drawn in favour of “**Tamil Nadu Magnesite Ltd**” on any **Nationalized Bank payable at Salem. EMD will not be accepted in cash.**
2. The Company will not accept any liability to pay back EMD within any specified period and any interest will not be allowed thereon.
3. The EMD of successful tenderer will be returned after the tenderers’ acceptance of the Contract awarded subject to fulfillment of Clause 5 and furnishing of the Security Deposit / Deposit Banker’s Cheque / Performance Bank Guarantee.
4. EMD should be enclosed separately for each work.
5. Any tenderer request for exemption of EMD should enclose documentary proof for entitlement towards exemption along with Part-A. Failing to submit documentary proof will be treated as offer without EMD and will be rejected.

7. Cost of Tender document

The cost of tender document for each work is Rs.1000/- by cash/draft in person or Rs. 1100/- by post (including taxes) on written request.

The tenderer can also download the tender document from websites – www.tanmag.org and www.tenders.tn.gov.in and should enclose the application fee of Rs 1000/- as DD in the Technical Part – A of the offer only. The tender received without application fee will be rejected at the initial stage itself.

Last date for **Sale** of Tender document is **1 day prior to submission of tender**

8. Documents for machinery oriented Contracts

Ownership proof must be substantiated by

- (i) Bill copy for particular Model, Serial Number (Chassis/Engine) of the machinery
- (ii) Valid insurance for the machinery in the name of the tenderer
- (iii) All the original documents to be produced when called for it

9. Security Deposit:

The Security Deposit for each Contract is fixed at 5% of the total value of the Contract. The successful tenderer has to pay the Security Deposit within 7 days from date of award of Contract. EMD / Security

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deposit may also be paid by DD / banker's cheque (or) specified small saving instrument (or) irrevocable bank guarantee. **If security deposit is not paid, the same shall be deducted in the first month bill with penalty @ 18% p.a. and in case of deficiency in the first month bill the same can be deducted at subsequent bills with penalty @ 24% p.a.** The security Deposit shall be retained during the Contract period for performance guarantee.

- a) Signing of LOI /W.O / Agreement by the successful tenderer shall constitute the Award of Contract to the tenderer. Subsequently, non-judicial stamp papers of appropriate value shall be purchased by the successful tenderer for this purpose. The cost of Stamp Paper shall be borne by the successful tenderer on or before of the Contract awarded date.
- b) The Security Deposit shall remain valid for the duration of the Contract. The Security Deposit will be discharged after completion of Contractor's performance obligations under the Contract terms & conditions.
- c) If the Contractor fails or neglects any obligation under the Contract, TANMAG reserves the right to enforce the forfeiture of either the whole or part of the Security Deposit as compensation for any loss resulting from such failure.
- d) Tenderer is required to submit the following documents pertaining to his/her/their Contract period for settlement of Retention Money / Security Deposit:
 - i.Attendance Register
 - ii.Payment of Wages Register
 - iii.Payment of Bonus / Festival Advance
 - iv. Proof for the disbursement of Identity Cards, Issuance of safety shoes and other welfare amenities agreed in the Contract period.
 - v.PF/EPS/Group Insurance remitted - Original Challans shall be submitted.
 - vi.No dues certificate from the HOD(s) where the Contractor was assigned to work to be submitted along with recommendation to release the SD.
- e) The Security Deposit has to be paid by way of crossed Demand Draft drawn in favour of **"M/s.TAMIL NADU MAGNESITE LTD"** on any Nationalised Bank **payable at Salem (or) banker's cheque (or) specified small saving instrument (or) irrevocable bank guarantee for a period of 3 years.** This will not carry any interest. Earnest Money Deposit paid for this Contract will be adjusted towards Security Deposit payable by the successful Tenderer.

10. Agreement: The successful Tenderer should execute an agreement as per the Proforma enclosed for the due performance of the Contract immediately after the award of the Contract. Failure to enter into agreement in time will entail forfeiture of the Earnest Money Deposit. The successful Tenderer will be permitted to commence the work only after the execution of the above agreement.

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11. Under no circumstances the Contractor shall sublet or transfer the tendered work. If found so, the Contract will be terminated immediately and the security deposit amount will be forfeited.
12. All columns of the tender schedules should be duly, properly and exhaustively filled. The rates shall be legibly written in ink or typewritten in rupees and paise and quoted in figures and in words and duly signed. Rates should be mentioned separately for each operation. Rates wherever corrected shall be duly signed.
13. The rate should be quoted as per the Tender Schedule and it should be only in the format issued by the Company.
14. Tenderer is not entitled to include any conditions, alterations, additions etc., in the schedule of tender. If any condition, correction, alteration is found, the offer will be summarily rejected.
15. Before quoting the rate for the above works to be carried out at Mines/RKD/SKD & R.O the Tenderers are advised to ascertain the nature of work at the work place clearly and conditions prevailing thereon.
16. The Contractors must have valid Insurance certificate for all the equipments engaged by them. They must also insure the employees engaged for the particular Contract and produce necessary evidence in this regard before commencing the Contract.
17. The weighment as per the records of the Company Weigh Bridge shall be final.
18. The Contractor should furnish the list of workers to be engaged before commencing work.
19. The Contractor should open a PF account for each worker with the Regional Provident Fund Commissioner's office and furnish the details within 15 days from the date of engagement of the workers.
- ~~20.~~ The workers of the Contractor have to undergo pre-medical examination **before engaging them for work in the Mines.** This will be done at our Company's Dispensary by our Medical Officer except the X-ray, audiometry, Pulmonary Function Test (PFT) which has to be arranged by the Contractor from outside clinic within a month.
21. The workers of the Contractor have to undergo vocational training **before engaging them in the Mines** at the mines Group Vocational Training Institute functioning at Redhills area of M/s.SRCL on chargeable basis. The training fees shall be borne by the Contractor and shall be complied within the stipulated period.

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Rights Of The Company:

22. The Company does not bind to accept the lowest or any tender and reserve the right to reject any or all tenders without assigning any reason thereof.
23. The Company reserves the right to negotiate for reasonable rates than the rates offered by the tenderer and finalize accordingly.
24. For exclusive machinery Contracts only, the Contract rate(s) may be altered (increased/decreased as the case may be) for any revision in the diesel price by more than 5% of the diesel price calculated for the quoted price in tender. No alteration of diesel price will be entertained for diesel price below 5%.
25. **Diesel, Lubricating oil etc., supply shall not be under Company's scope and the successful tenderer shall make own arrangements.**
26. The Company reserves the right to regulate/revise the quantities according to the needs of the Company and/or due to circumstances beyond its control and such revision in quantity will not have any effect in the rates offered and no claim for idle charges for machinery (or) labour (or) any other claim or loss.
27. The successful Contractor shall be bound by the rules and regulations of the Company.
28. TANMAG reserves the right to split and allocate the work to more than one Contractor.

29. Contractors Obligations:

34.1 The Contractors must comply with the provisions of Contract Labour (Regulations & Abolition) Act 1970.

34.2 License from concerned Labour Department for any work done during earlier period should be enclosed along with Technical Offer.

34.3 Labour License from Factory Inspectorate is to be obtained by the Contractor for SKD/RKD Contracts.

34.4 Documents on PF Registration Code from Provident Fund Authority and proof to ensure that the Registration is in the current list shall be enclosed along with Technical Offer.

34.5 The Contractor should achieve the production / quantity etc., fixed by the Company every month. If fail to achieve the production quantity fixed by the Company every month, the Contractor will be penalized. The total targeted quantity should be achieved during the Contract period without fail. However, if the Contractor achieves over and above the stipulated quantity (above 100%) fixed by the

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Company, the Contractor will be paid an incentive at the rate of Rs 5/- per MT for quantity achieved up to 5% above the target and Rs 10/- Per MT for quantity achieved above 5 % of the target.

34.6 The Company has the right to impose penalty up to Rs.100/- per MT for the difference of quantity of Raw Magnesite not produced as per the quality recovery percentage given in the tender schedule. 3% on monthly bill shall be charged as penalty for the shortage of production in SKD at 10% - 20%

34.7 The Company has the right to impose penalty upto Rs 100/-per M.T for the quantity as per the work order & agreed by the Contractor. In the event of continuous default for more than 10% of the accepted manpower/ Qty per day, the Company reserves the right to terminate the Contract and proceed with suitable & alternate arrangements.

34.8 Apart from the above clauses for penalties, TANMAG will have the right to impose penalties suitably as deemed fit.

34.9 Compliance under the provisions of The Mines Act 1952, The Mines Rules 1955, MMR 1961 and The Mines Vocational Training Rules 1966 and for SKD & RKD under the Factories Act 1948 and Tamilnadu Factories Rules 1950 are mandatory. All the provisions under MMR 1961 regarding the traffic rules for safe operation of Machinery, duties of Operators of Drilling Machines, Dumpers, Tippers, Hydraulic Excavators & other machinery shall be complied with.(Copy of Traffic Rules enclosed)

34.10 The Contractor shall follow the S.O.P (Safe/Standard Operating Procedures) for all the manual and machinery operation inside the mines.

34.11 The contractor shall engage workman less than 60 years of age and medically fit to work in the mining operations. Workmen above 60 years of age shall not be allowed to work in the mines.

34.12 To make necessary arrangement for withdrawal/transfer of contribution amount from PF office as and when any Contract workmen leave the service and also submit such particulars every month to TANMAG.

34.13 The Contractor shall remit EPF amount directly in Contractor's workmen account based on the details of the Workmen engaged by the Contractor. The copy of the challan for the amount so remitted shall be submitted to the Company every month.

34.14 Compliance under the provisions of 'The Workmen's Compensation Act, 1923' and payment of compensation as prescribed in Section 4(1)(a), (b), (c), (d) and procedure to be followed as given in Section 4(2), (3),(4) and also liable for penalty towards non-compliance. The Contractor should pay the compensation as per the provisions of the Workmen Compensation Act 1923 in case of any accident/ injury during employment to the Contract workmen.

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34.15 Proof for Group Insurance coverage provided to workmen engaged by the Contractor during the immediately preceding Contract shall be produced along with the Technical Offer.

34.16 The Contractor shall pay holiday wages to their workers for the notified holidays, as declared by the Company for Company employees, falling during the Contract period.

34.17 The Contractor shall pay an ex-gratia of 8.33% p.a of the wages of the workers before Deepavali Festival.

34.18 Male and female workers have to be paid equal wages engaged in similar nature/kind of work.

34.19 Contribution for running the Contractor's Canteen as decided by the management shall be adjusted from the Contractor's bill payable every month on the total expenses incurred towards food, tea and other eatables for the benefit of Contract workmen.

34.20 The rates of wages payable shall not be less than the rates prescribed under Notification issued by the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner for Unskilled workmen engaged for work below ground, for Unskilled, Semi-Skilled, Supervisory Skilled, Highly Skilled workmen and security guards.

As and when the rates are revised by Government of India, Ministry of Labour & Employment (Office of the chief Labour Commissioner), the Contractor should pay the revised rate from the date of notification given effect.

The Contracts issued on Tonnage basis, feet basis, the minimum wage increase has to be paid by the Contractor and claim on this will not be entertained by the Company.

34.21 The Contractor has to remit the wages to the Contract workers directly to the individual workers' Bank account and necessary proof should be submitted before claiming monthly bill.

An amount of Rs 6,300/- towards security deposit (at the rate of Rs.90/- for 70 workmen)to be sent to the Licensing Officer by the Contractor along with the application and an amount of Rs.75/- towards fee for grant of licence totalling to Rs.6,375/- proof has to be submitted to avoid delay and for strict/immediate compliance.

34.22 The Contractor has to issue safety shoes, helmets, Identity Card and other safety appliances (DGMS approved) while commencing the work. Contract employees who were found to be present for work without such identity card, safety items like helmet, shoes will not be allowed to work and the Contractor concerned will be penalized. If the Contractor fails to issue the above safety appliances within one month of the commencement of the Contract, the Company will arrange to issue the same on chargeable basis along with 50% of additional cost as handling charges. This amount will be deducted from the Contractor's monthly bill.

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34.23 All the statutory registers and records, etc., have to be maintained by the Contractor and make available for inspection as and when required.

- 34.24 a. The wages shall be paid on or before 7th of every month without fail
b. The payment of wages on or before the due date should not be linked with settlement of monthly bills by the Company.

34.25 To abide by the provisions of other labour laws which are applicable to Contract workmen and also maintain Registers and Records wherever necessary.

34.26 To meet any other obligation in general to maintain smooth, efficient working for industrial peace.

34.27 An Indemnity Note has to be signed by the Contractor regarding execution of the work (A copy of the Indemnity Note enclosed)

34.28 It is the responsibility of the Contractor regarding compliance of tax obligations wherever applicable and necessary proof has to be submitted before processing of any bill.

34.29 Income Tax Permanent Account Number details (Xerox) should be submitted along with the Technical offer.

34.30 Any non-compliance of any account enumerated from Point No.34.1 to 34.29 will result in deduction from security deposit and or any other amount due from the Company to meet the liability towards compliance.

35. Pre-bid Meeting is scheduled on 19.06.2017 at 2.30 p.m at our Registered office in Salem.

36. The successful Contractor should obtain the temporary entry pass for the employees who are going to be engaged by the Contractor for the execution of the Contract work from security Department. No one will be allowed to enter into our Mines Division/Rotary Kiln Division/Shaft Kiln Division and other premises without the temporary entry pass. This pass should be renewed before the expiry date by giving advance requisition. On expiry, the temporary pass must be surrendered to the Security Department.

37. The Tenders received after the stipulated date and time will not be accepted under any circumstances.

38. The Company is not responsible for conditions of road and its maintenance inside and outside of the Mines and cannot be claimed as a matter for revision of rates at any point of time.

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39. The Contractors of Raw Magnesite transport to RKD, SKD and other Contractors for Screening, Segregating and Collection of Raw Magnesite, Collection of Dunite etc., should have their authorized Representatives at Mines and obtain the same from Manager (Mines) in writing. The Contractor(s) representatives should be present at the work spot every day during the working hours.

40. Transport and other Contract work should be carried out during day light hours only and work should start from 6.00 A.M and complete before 6.00 P.M. at Mines Division (based on work nature, any change in time is permitted by HOD's concerned).

41. The vehicles / machineries engaged in the Contract works should have valid emission certificate, Road Tax, vehicle permit, insurance, Fitness Certificate and the Drivers driving the vehicles should have valid Driving Licenses. These will be verified by the respective Company officials at any time. After verification and approval by Dy.Manager (Auto) / A.M(Auto) / Manager (Mines), concerned HOD, the vehicles will be permitted to work at Mines/Factory. Smoke Emission Certificate is to be renewed every 6 months and should be produced strictly. The Driving licenses of the machinery operators / drivers should be kept valid till the end of the Contract period.

The equipments / vehicles initially engaged by the Contractor, which were verified and allowed to work should not be changed without written request and approval by the concerned HOD. A written request should accompany with the Company receipt of Rs. 2,000 per vehicle towards charges for re-verification of such equipments/vehicles.

If the equipments / vehicles deployed at work is found to be performing poorly, emitting smoke beyond permissible limits, operating unsafely, they will not be allowed to work. The Contractor will be responsible for the loss of work caused by the delay in replacement of equipments / vehicles.

42. The successful Contractors have to pay the following one time fees to the Forest Department for the Contracts concerned as follows:

Fees:

- | | | |
|----|------------------|----------------------------------|
| a. | Application Fee | : Rs 140/- per vehicle per year |
| b. | Permit Fee | : Rs 2010/- per vehicle per year |
| c. | Security Deposit | : Rs 2350/- per vehicle per year |

43. The Company is not liable for any postal delay.

44. The Tenders submitted in the prescribed forms alone will be entertained by the Company.

45. All the disputes concerning the Contracts are subject to the jurisdiction of Salem Court only.

46. TANMAG is an ISO 9001-2008 and 14001-2004 certified Company. The Contractors must strictly comply with the provisions of the same wherever applicable.

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47. The Tenderer before quoting the rate shall enquire the prevailing conditions at Mines, SKD and RKD regarding the rate of wages as per norms to Contract labourers on day basis or linked with quantity and any other benefits/welfare measures extended to Contract workers.

48. **Submission of Tender Schedule:** The Tenderer should submit the offer in two covers
i.e. (A) Technical offer (Part 1 & 2) and (B) Price Offer

The first cover shall contain

(A) TECHNICAL OFFER with 2 parts:

(a) Part 1

Tender document fee (if down loaded formats are used)

EMD

Experience Certificates

EPF Regn. Code No.

Service Tax Regn. No.

PAN details etc.

with necessary Photostat copies as proof of documents.

Biodata /Capacity of the tenderers

Turnover for the past 3 years

Manpower available with them

(Failure to submit any of the above details or incomplete offer will be summarily rejected)

The tenderers who are participating in machinery related Contracts should own the main machinery viz., excavator/compressor/JCB. Other equipments can be arranged on lease basis.

(b) Part 2

The above shall contain the make, model, capacity, year of manufacturing with details of proof for ownership, and it's current status of possession in his name, lease deed document for the required period, confirmation from owner that he has not given lease agreement to any other person apart from tenderer, required time to spare the equipments and the financial capacity to execute the Contract be clearly mentioned for meeting out the working capital for executing the Contract atleast for 2 months without expecting the payment from TANMAG (or) any other Company with whom they are working.

(B). PRICE OFFER:

a) The Price offer shall contain the rate details per unit (exclusive of taxes) as called for in the tender in weight /foot/ man-day/ tonnage basis.

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- b) The rate must be quoted carefully and strictly in the 'FORMAT FOR PRICE BID' & in complete accordance to the Tender Document.
- c) The rates quoted in the price bid should either be neatly typed or legibly hand written. Any overwriting / corrections in the schedule of rates made by the tenderer shall be signed by the person signing the tender.
- d) In case of incorrect or ambiguous price entries and arithmetical errors, the price entry made in the 'Rate' column will be taken as final. However the actual decision will be at TANMAG's discretion and will depend on the merits of each case. In case such entries become contentious, TANMAG reserves the right to reject such offers outright. Hence tenderers are requested to ensure to fill up the 'FORMAT FOR PRICE BID' correctly & carefully. Entries must be clear & unambiguous, written in words as well as in figures. Corrections, if any, must be clearly & unambiguously authenticated by the tenderer's signature.

49. Clarifications in the Tender

- i) A prospective tenderer requiring any clarification in the tender may address the Tender Inviting Authority by letter or by Fax.
- ii) The responses to the clarifications will be notified in TANMAG's website www.tanmag.org
- iii) During evaluation of bids, the Company may, at its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing. If the Company asks for change in price furnished in the "**Price bid**" "**Cover B**", the change in price shall be submitted in a separately sealed covers with marking in the cover "**supplementary price bid**".
- iv) The Company will respond to any request for clarifications in the Bidding Documents which it receives within 2 days before the last date for submission of bids prescribed by the Company.
- v) Written copies of the Company's response (including an explanation to the query but without referring the source of inquiry) will be uploaded in TANMAG's website.

50.1 Amendments to the Tender

- a) TANMAG may amend the Tender Conditions up to three days prior to the time fixed for opening of the tender.
- b) Amendment to the tender may be given in response to clarifications sought by prospective Tenderers solely at the discretion of TANMAG.
- c) Such amendments will be disseminated on TANMAG website.
- d) TANMAG at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

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- e) All the tenderers must periodically browse TANMAG website www.tanmag.org till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. TANMAG will not be responsible for any misinterpretation of the provisions of this tender document on account of the Tenderers' failure to update the bid documents based on changes announced through the website.
- f) At any time, prior to the date of submission of bid, TANMAG may for any reason, whether at its own initiative or in response to a clarification required by a prospective tenderer, modify the bid documents by issue of Amendments or Corrigenda.
- g) The Amendments / Corrigenda shall be notified in the Notice Board of TANMAG and disseminated in the website www.tanmag.org as Amendments/ Corrigenda to the tender and these Amendments/ Corrigenda will be binding on the tenderers.
- h) All prospective tenderers who have received the Bidding Documents will be notified about the amendment in writing or by cable and will be binding on them.
- i) In order to allow reasonable time for prospective tenderers to prepare their bid taking into the account the amendment, the Company may, at its discretion, extend the deadline for the submission of bids.

50.2 Language of the Bid: The bid prepared by the Tenderer as well as correspondence and documents relating to the bid shall be written in **English language** only.

- a) The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Company, shall be written in English language.
- b) Supporting documents and printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the bid, the English translation shall govern.

50.3 The tender should be addressed to:

**Manager (Materials)
Tamil Nadu Magnesite Limited
5/53,Omalur Main Road,
Jagir Ammapalayam,
Salem – 636 302.
Tamil Nadu.**

50.4 Members of the Company not Individually Liable

No Director or official or employee of the Company shall, in any way, be personally bound or liable for his/her acts or obligations of the Company under the Contract or answerable for any default or omission in the observance or performance of any acts, matters or things which are herein contained.

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50.5 Return of EMD, forfeiture of EMD:

a) The EMD amount of the unsuccessful tenderers will be returned after the acceptance of successful Tenders within a reasonable time.

b) **Refund of EMD:** The EMD amount held by TANMAG till it is returned will not carry any interest thereof.

i) Every month, deductions would be made from the bills of Contractor, towards Income Tax as per the Income Tax rules and also any other Statutory Levies as may be applicable from time to time.

ii) Any dues to the Company from the Contractor shall be adjusted from the last and final bill of the Contractor. The final bill shall be released only after recovery of all dues.

iii) Deductions, if any, for any period of time during the validity of the Contract or thereafter can be effected from the bills of the Contractor for reasons which shall be informed to the Contractor.

iv) The Operating Authority / Executing Officer of the Contract, shall endorse the final bill as 'FINAL BILL' for effecting deduction and send it to Finance & Accounts, TANMAG, along with 'checklist' of the completed job Contract vis-à-vis Contracted specifications, terms & conditions and the final acceptance certificate (FAC) to effect payment.

v) Any bid not secured with the EMD amount will be rejected by TANMAG as non responsive.

c) **The EMD deposits made shall be forfeited, if the tenderer**

- withdraws his tender or backs out after acceptance.

- withdraws his tender before the expiry of validity period stipulated in the specification or fails to remit the security deposit.

- violates any of the provisions of these regulations contained herein

- revise any of the terms quoted during the validity period.

- withdraws the bid during the period of bid validity specified in the tender (or) in the case of the successful Tenderers, if the Tenderer fails to sign the Contract or to remit Security deposit.

50.7 Cost of Bidding: The Tenderer shall bear all costs associated with the preparation and submission of their bid and the Company will in no case be responsible or liable for these costs, regardless of the Contract or outcome of the bidding process.

50.8 Duration of the Contract: Duration of the Contract is for two years/six months as the case may be from the date of work order. It shall be clearly understood that the Contract awarded to the successful tenderer shall automatically stand terminated on the expiry of the Contract period, unless the management orders extension of the Contract for a further period. If extended, it shall be without escalation, the

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Contractor shall have to carry out the work(s) as per the terms and conditions of Contract awarded during the extended period also.

50.9 Rejection of Tenders

i) Tenders will be summarily rejected if

a) the EMD requirements are not complied with.

b) not satisfying any of the essential qualifications required under part A of technical bid.

ii) TENDER IS LIABLE TO BE REJECTED, IF IT IS

a) Not signed by the tenderer in each page of the tender document.

b) Received from a tenderer who is directly or indirectly connected with Government Department or service in Tamil Nadu Magnesite Limited or any local authority.

c) Received from those who have not purchased the copy of the tender document, if downloaded the same, but not enclosed the tender document fee.

d) Received from any black listed firm or black listed Contractor

e) Received by telex/telegram/ E.mail/ FAX etc.,

f) From a tenderer whose past performance/ vendor rating is not satisfactory

g) Not containing all required particulars as per tender specifications.

iii) The offer received after last date and time shall be rejected.

iv) Offers received from consortium of SSI Units will be rejected.

v) The Managing Director as tender accepting authority of the Company reserves the right of rejection of all or any of the tenders without assigning any reason whatsoever or to split up the tenders as may be deemed fit.

51 Submission of Tender

51.1 Signing of Bid

- i. The Tender /bid shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the Contract. Tenderer is requested to sign each and every page of the tender document including annexures attached thereto.
- ii. Tender /bid should be free from overwriting. Any alterations / erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorized to sign the bid.
- iii. Tender /bid should be numbered serially on each page.
- iv. The Tender /bid shall prepare one complete set of original bid and enclose copy of the same clearly marking 'Original' and 'Copy'. In the event of any discrepancy, the original shall govern.

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- v. The Tender /bid shall be typed or printed or written neatly and all pages numbered serially and signed by the tenderer or a person duly authorized to bind the tenderer to the Contract.
- vi. The Security Deposit shall remain valid for the duration of the Contract. The Security Deposit will be discharged after the completion of Contractor's performance obligations under the Contract.
- vii. If the Contractor fails or neglects any of his obligations under the Contract it shall be lawful for TANMAG to enforce the forfeiture from the Contractor of either the whole or part of the Security Deposit furnished by him as compensation for any loss resulting from such failure.

51.2 Part – B Price Offer should contain the following:

Price offer **should be submitted in the annexure format** enclosed herewith for offered rate.

51.3 General Terms and Conditions for submission of Offer:

The **PART – A – TECHNICAL OFFER** and **PART – B – PRICE OFFER** must be submitted in separate covers and again putting these two covers **PART – A** and **PART-B** in a single sealed cover duly super scribing with tender No. and due date.

- i. THE TENDER SHALL BE AS PER ABOVE REQUIREMENT WITH EMD.
- ii. **Security Deposit should be made for the value of 5% of the total ordered value.**
- iii. The EMD of the successful Tenderers will be retained & adjusted for the Security Deposit amount.
- iv. No interest will be paid for Security Deposit amount.
- v. **The Security Deposit will be refunded to the Contractor only after completion of Contract period and after confirming there is no due/penalty.**

51.4 Rights of the Company:

- i. TANMAG reserves the right to incorporate /include/delete/cancel any of the tender conditions which may be advantageous to TANMAG and the participants in the tender will have no right to object this and the TANMAG Management's decision will be final and binding on the tenderer as the case may be.
- ii. TANMAG reserves the right to operate '**Risk Clause**' against Tenderers accepting the order after giving their rates and failing to all work meet the actual requirement of TANMAG.
- iii. TANMAG reserves the right to appoint alternate Contractor and cost of the Tenders and the entire differential amount will be recovered from the Contractor in addition to penal action.
- iv. TANMAG reserves the right to reject any or all the tender without assigning any reasons whatsoever. TANMAG also reserves the right to award or not to award Contract.
- v. TANMAG reserves the right to allocate order on multiple Tenderers.

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- vi. TANMAG reserves the right to negotiate the price with successful Tenderer if required for further reduction of rate.
- vii. **The requirement indicated is our tentative requirement and may vary according to actual requirement.**
- viii. The Company/ The Managing Director will have the right to reject any Tender in part or in full or to cancel the Contract or to reduce/increase the quantities without assigning any reasons thereof and the Company's decision is final in this regard

55.5 Submission of Tender

- i. Tenderer is requested in own interest to ensure that the completed Tender Document reaches us well in time. TANMAG will not be responsible for any delay or loss in postal transmission of either Tender Form or the completed offer .
- ii. Tender submitted by fax (or) electronic mail (or) tender received after due date and time (or) unsealed offers (or) incomplete offers will not be considered at any cost.

55.6 Validity:

- i. Bid should be valid for 120 days after the last date for bid submission. If the bid validity is less than 120 days, the bid will be rejected as non-responsive.
- ii. The Contractor shall adhere to the terms & conditions contained of this letter which shall form part of the Contract. The tender forms are not transferable. Tender should be submitted only in the bidding schedule provided to you.
- iii. TANMAG reserves its rights to reject any or all the tenders without assigning any reasons thereof. The negotiation will be conducted with technically and commercially acceptable lowest tenderer. In case the lowest negotiated rate appears to be reasonable taking into account the prevailing market conditions, the Contract will be awarded to the lowest tenderer. If the lowest tenderer is not willing to negotiate and if the reduced rate of the lower tenderer after negotiation is still considered high, the tender will be canceled and re tendering will be done.
- iv. In exceptional circumstances, the Company may solicit the tenderer consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex).

55.7 Opening of Tender

The tenders will be opened (Envelop PART-A - Technical offer only will be opened) on the date & time of tender opening which will be on the same day of submission in the presence of such of those tenderers who choose to be present carrying appropriate authorization letters.

55.8 Evaluation Criteria for Technical, Price Offers

Apart from eligibility criteria, E.M.D. remittance, tenders will be evaluated based on,

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- a. Technical offers will be considered carefully which will be best advantageous to TANMAG on the requirements in point no: 43
- b. Price offers of the technically accepted offers will be opened at a later date which will be informed to the tenderer whose offers are technically accepted and in the presence of tenderers who choose to be present.
- c. Promptness in earlier Contract.
- d. Service back up availability.
- e. Preference will be given to proven machinery ownership, and those who have maximum numbers of similar type of machinery and their performance in last two years.
- f. Performance of the machinery engaged earlier to TANMAG will be taken into consideration while evaluation.
- g. Earnest Money of the Tenderers who refuse to give Security Deposit under above mentioned condition will be forfeited and they will not be considered for Re-bidding, if order / Contract is not finalized from the present bids.

ANNEXURE - II

PART –“A”-TECHNICAL OFFER

This Part Contain **(i) General Information** about the offer.

(ii) Technical Details on the offered items available with tenderer and offered details.

-- both parts to be submitted along with the required ANNEXURES ,FEES ,etc., in a separate cover and marked as

PART ‘A’ - TECHNICAL OFFER

(General Information, Technical details and Annexures)

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PART 1 OF TECHNICAL PART A

GENERAL INFORMATION OF THE TENDERER

FILL UP CAREFULLY

No correction or overwriting is allowed.

Wherever required enclose the copies (if required original should be submitted for verification)

GENERAL INFORMATION		
1	Name and Address of the tenderer.	
2	Status of tenderer (proof of registration to be enclosed)	Proprietorship / Partnership / Private Limited Company/ Public Limited Company/ Public undertaking
3	Name and Address of partners or Directors (incase of Company or partnership firm copy of the relevant registration/ partnership deed to be enclosed)	
4	Usual place of business	
5	No.of employees presently engaged by the tenderer in his/her/their present establishment.	
6	Qualification of the tenderer, no.of qualified staff presently engaged by the tenderer.	
7	Provident Fund /ESI code numbers if any. (proof of registration to be enclosed)	
8	Agreeable to take up the work as per TANMAG tender conditions	Yes / No
FINANCIAL INFORMATION		
9	Name of bankers	
10	whether the tenderer enjoys any overdraft arrangement with the bankers and if so, give particulars.	
11	a) Permanent Account No b) Status (please tick) - Company / Non-Company c) TNGST Regn.no & date d) Service tax Regn.no & date (Note: provide photo copy for all)	
12	Turnover for the for the 3 financial years within last 7 years along with copy of balance sheet, audited copy of profit/loss	

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FEES, EMD REQUIREMENT	
13	Tender fee: (only for those tenderers who have obtained tender document through E-mail (or) downloaded from our website) a non-refundable tender fee by way of separate DD for an amount of Rs. 1000/- DD no & date with name of the bank
14	E.M.D AMOUNT: Bank name, DD no & date
EXPERIENCE DETAILS	
15	EXPERIENCE – Tenderer should have experience in carrying out the specific works (by engaging skilled and unskilled workmen, with required machineries, tools wherever required with financial capacity to meet the requirement as may be required for operation and maintenance of equipments, wages to labours, statutory payments due to them and to withstand with required working capital atleast for 3 months without expecting (waiting for) the monthly bill payment from TANMAG. The following documentary proof for the experience must be enclosed along with the technical part. a) Copies of work orders /Contracts along with work completion certificate. b) Copies of bills/invoices with payment vouchers c) Copies of audited balance sheet for the past three completed financial years d) Copies of income-tax return submitted for the past three assessment years
16	Validity of offer (Minimum 120 days required):
17	Contact information Cell no: Email id

I / we confirm that these particulars furnished above and its enclosure are true and correct. I understand that if any details found to be wrong at any time, appropriate action deemed fit will be initiated apart from forfeiting, cancelling the orders awarded

Signature of the Tenderer(s)

Address

Cell No.

Phone No.

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ANNEXURE I

DETAILS OF TENDERS , NATURE OF WORK, DUE DATE FOR SUBMISSION

Sl. No	NAME OF THE CONTRACT	E.M.D (Rs.)	APPROX VALUE OF TENDER(Rs.)
1	Manual Loading, Transporting and Unloading of Raw Magnesite from Mines to Rotary Kiln Division (RKD), Shaft Kiln Division (SKD) to RKD	2,20,000/-	2,20,00,000/-
2	Manual Loading, Transporting and Unloading of Raw Magnesite from Mines to SKD	80,000 /-	80,00,000 /-
3	Packing of Dead Burnt Magnesite (DBM) at RKD	1,20,000/-	1,20,00,000/-
4	Material Handling work at RKD	40,000/-	40,00,000/-
5	Crushing of Lightly Calcined Magnesite (LCM) from 0 – 40 mm Lumps to – 200 Mesh Powder using SKD Pulveriser, weighing, packing & stacking at SKD.	70,000/-	70,00,000/-
6	Production, processing of LCM at SKD	1,50,000/-	1,50,00,000/-
7.	Raw Magnesite Picking (NRG) from Mines Spoil Banks.	80,000/-	80,00,000/-
8	Drilling, collection (with required machineries) and stacking of Dunite	1,50,000/-	1,50,00,000/-
9	Running of canteen for contract workers at Mines and RKD	40,000/-	40,00,000/-
10	Excavation with own machinery, Mineral Segregation, Cleaning and Stacking of Raw Magnesite	8,40,000/-	8,40,00,000/-
11	Deep hole drilling on footage basis by using Compressor, Wagon Drill and Towing Tipper	2,50,000/-	2,50,00,000/-
12	Spoil Removal Work: Loading, Transporting and Dumping spoil at Mines Dumping Area using Excavators & Tippers	10,00,000/-	10,00,00,000/-
13	Hiring of dewatering pumps	3,00,000/-	3,00,00,000/-

PART -2 OF TECHNICAL PART-A

**12. SPOIL REMOVAL WORK: LOADING, TRANSPORTING AND DUMPING SPOIL AT MINES
DUMPING AREA USING EXCAVATORS & TIPPERS CONTRACT – 2017-19**

TO BE SUBMITTED IN COVER 'A' ALONG WITH PART 1 GENERAL INFORMATION AND ANNEXURE

Scope of work :

Excavating waste/spoils from the Mines faces using hydraulic excavators, loading into Dumpers/Tippers and unloading the same at Mines Spoil Dump yards after weighing at Mines Weigh Bridge, at Mines, Thathiengarpati, Salem-12..

Machinery requirement and specification:

Four (4) Units - Each consisting of **1 Excavator** and minimum **5 tippers**.

For spoil removal work totally 4 Excavators & 20 Tippers of 25 MT capacity are required.

HYDRAULIC EXCAVATOR

L&T Komatsu Hydraulic Excavator/TATA Hitachi/Ex200LC or equivalent with front end bucket or back hoe type of 0.9 cubic metre bucket capacity.
(Model 2010 or after 2010)

TIPPERS

AMW/Ashok Leyland / Tata or equivalent make of heavy duty tipper of 25 MT capacity
(Model 2010 or after 2010)

The above equipment are required to deploy at Mines to remove day to day waste spoil which include soft and medium to hard boulders generated from various working places and dumped at spoil dumps for two years.

The tenderer shall own 1 Hydraulic Excavator and minimum of 3 Dumpers/Tippers per Unit.

Working Conditions :

- i. The above excavators & Tippers engaged will have to work in all the work places on rotation basis every month to cover the distance, handling of spoil (rough or smooth), work nature etc.
- ii. All the boulders shall be cleared off from the loading site within the bucket capacity. No boulders shall be left as residue at the loading site.

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- iii. One (1) spare tipper shall be kept readily available to replace the impaired Tippers during working hours for each loading unit to continue the work.
- iv. **The Contractor has to ensure continuous operation of all the machinery without breakdown. Any breakdown of machinery shall be rectified within 24 hours from the time of breakdown and resume the operation to ensure uninterrupted production. If the breakdown of machinery exceeds 24 hours of grace time, the Contractor has to arrange alternate machinery and continue the machinery operation. If the Contractor fails to fulfill the above conditions leading to loss of RM production, the contractor shall be levied a penalty of Rs.2/- per ton of shortfall in spoil removal for the first day and Rs.3/- per ton for the subsequent days. The above penalty will be deducted from the Contractor's monthly bills.**
- v. The No. of tippers may be increased/ decreased as per the requirements, without affecting the tonnage to be handled per day.
- vi. The Company has the right to change/reallocate the loading/ unloading places as per the requirement and will be deployed anywhere at mines. The actual number of Tippers deployed for each excavator may change as per the Company's discretion which will be decided based on the ground conditions and requirement.
- vii. The Tenderer shall quote rates for one MT of spoil removal as per the above requirement for one unit or more than one unit.
- viii. The machinery unit operating on MT basis should transport spoil to a minimum of 2000 MT per unit/day. The quantity of spoil to be removed may be decreased or increased as per the requirements. The contractor shall oblige and co-operate to achieve the targeted output.
- ix. **Diesel supply shall not be under Company's scope and the Contractor shall make own arrangement.**
- x. All the Contractor workers have to undergo pre-medical examinations **before engaging them for work in the Mines.** This will be done at our Company's Dispensary by our Medical Officer except X-ray which have to be arranged by the Contractors from outside clinics and the X-ray, audiometry, Pulmonary Function Test (PFT) reports has to be submitted and completed within a month.
- xi. All the Contract workers have to undergo Vocational training **before engaging them in the Mines** at the mines Group Vocational Training Institute functioning at Redhills area of M/s. SRCL on chargeable basis. The training fees shall be borne by the Contractor and shall be complied within the stipulated period of one month from the commencement of the contract. The workers who have already undergone the above training shall attend the refresher course once in 5 years.

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- xii. The Contractor has to issue safety shoes, helmets, Identity Card and other safety appliances (DGMS approved) while commencing the work. Contract employees who were found to be present for work without such identity card, safety items like helmet, shoes will not be allowed to work and the contractor concerned will be penalized. If the Contractor fails to issue the above safety appliances within one month of the commencement of the contract, the Company will arrange to issue the same on chargeable basis along with 50% of additional cost as handling charges. This amount will be deducted from the contractor's monthly bill.

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Details of the Machinery offered

Unit-1

1) Hydraulic Excavator	Make						
	Model						
	Capacity						
	Copies enclosed for fitness certificate (Valid up to)						
	Insurance (Valid up to)						
	Emission Test Certificate (Valid up to)						
	Own						
1) Tippers	Tipper	1	2	3	4	5	6
	Make						
	Model						
	Capacity						
	Copies enclosed for fitness certificate (Valid up to)						
	Insurance (Valid up to)						
	Road Permit						
	Emission Test Certificate (Valid up to)						
	RC book						
	Own / Lease						

Documentary proof to be enclosed for owner ship / lease

Self attested photocopies of the above should be highlighted for required reference like Ownership, Vehicle No, Validity of Insurance, Emission test certificate, Road permit wherever applicable for easy verification.

R.C book & all other related documents in original should be produced for verification when called for.

All the conditions mentioned in the tender document have been read and accepted.

Signature of the Tenderer(s)

Address :

Cell No/ Phone No. :

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Details of the Machinery offered

Unit-2

1) Hydraulic Excavator	Make						
	Model						
	Capacity						
	Copies enclosed for fitness certificate (Valid up to)						
	Insurance (Valid up to)						
	Emission Test Certificate (Valid up to)						
	Own						
2) Tippers	Tipper	1	2	3	4	5	6
	Make						
	Model						
	Capacity						
	Copies enclosed for fitness certificate (Valid up to)						
	Insurance (Valid up to)						
	Road Permit						
	Emission Test Certificate (Valid up to)						
	RC book						
	Own / Lease						

Documentary proof to be enclosed for owner ship / lease

Self attested photocopies of the above should be highlighted for required reference like Ownership, Vehicle No, Validity of Insurance, Emission test certificate, Road permit wherever applicable for easy verification.

R.C book & all other related documents in original should be produced for verification when called for.

All the conditions mentioned in the tender document have been read and accepted.

Signature of the Tenderer(s)

Address :

Cell No/ Phone No. :

TAMILNADU MAGNESITE LIMITED, SALEM

Details of the Machinery offered

Unit-3

1) Hydraulic Excavator	Make						
	Model						
	Capacity						
	Copies enclosed for fitness certificate (Valid up to)						
	Insurance (Valid up to)						
	Emission Test Certificate (Valid up to)						
	Own						
3) Tippers	Tipper	1	2	3	4	5	6
	Make						
	Model						
	Capacity						
	Copies enclosed for fitness certificate (Valid up to)						
	Insurance (Valid up to)						
	Road Permit						
	Emission Test Certificate (Valid up to)						
	RC book						
	Own / Lease						

Documentary proof to be enclosed for owner ship / lease

Self attested photocopies of the above should be highlighted for required reference like Ownership, Vehicle No, Validity of Insurance, Emission test certificate, Road permit wherever applicable for easy verification.

R.C book & all other related documents in original should be produced for verification when called for.

All the conditions mentioned in the tender document have been read and accepted.

Signature of the Tenderer(s)

Address :

Cell No/ Phone No. :

TAMILNADU MAGNESITE LIMITED, SALEM

Details of the Machinery offered

Unit-4

1) Hydraulic Excavator	Make						
	Model						
	Capacity						
	Copies enclosed for fitness certificate (Valid up to)						
	Insurance (Valid up to)						
	Emission Test Certificate (Valid up to)						
	Own						
4) Tippers	Tipper	1	2	3	4	5	6
	Make						
	Model						
	Capacity						
	Copies enclosed for fitness certificate (Valid up to)						
	Insurance (Valid up to)						
	Road Permit						
	Emission Test Certificate (Valid up to)						
	RC book						
	Own / Lease						
Documentary proof to be enclosed for owner ship / lease							

Self attested photocopies of the above should be highlighted for required reference like Ownership, Vehicle No, Validity of Insurance, Emission test certificate, Road permit wherever applicable for easy verification.

R.C book & all other related documents in original should be produced for verification when called for.

All the conditions mentioned in the tender document have been read and accepted.

Signature of the Tenderer(s)

Address :

Cell No/ Phone No. :

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PART –B PRICE OFFER –TO BE SUBMITTED IN SEPARATE COVER

12.SPOIL REMOVAL WORK: LOADING, TRANSPORTING AND DUMPING SPOIL AT MINES DUMPING AREA USING EXCAVATORS & TIPPERS CONTRACT – 2017-19

Nature of Contract:

Excavating waste/spoils from the Mines faces using hydraulic excavators, loading into Dumpers/Tippers and unloading the same at Mines Spoil Dump yards after weightment at Mines Weigh Bridge, at Mines, Thathiengarpatti, Salem–12.

Details of MACHINERY required	Rate Quoted per MT of Waste / Spoil Rs.
	Waste / Spoil dumping at Mines spoil dump
1. L&T KOMATSU / TATA HITACHI HYDRAULIC EXCAVATOR EX 200 or equivalent with back hoe bucket type of 0.9 cum bucket capacity & Heavy duty TIPPERS /DUMPERS of TATA / ASHOK LEYLAND / AMW (or) Equivalent make of 25 MT capacity (Model 2010 and after 2010 only)	

The rate quoted above is exclusive of applicable Tax & Tax will be extra.

All the conditions mentioned in the tender document have been read and accepted.

- a) An INDEMNITY NOTE will be submitted by the Contractor before commencing the work and the Contractor has to abide/obey the TRAFFIC RULES in Mines as framed under The Mines Act 1952.

Signature of the Tenderer(s)

Address :

Phone No/Mobile No :

E – Mail Id :

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CHECK LIST

1. Page numbers in the offer have been serially numbered.
2. E.M.D details in page nos _____ to _____.
3. Experience related documents in page nos _____ to _____.

Sl.no	Company	Period		From Page No. _____ to _____.
		From	To	

4. Details of Ownership of Main Equipments page no. _____ to _____.
Details of Ownership/Lease of other Equipments page no. _____ to _____.
Details of Excavator / Tipper in page no _____to _____.
Details of Statutory Compliance documents of equipments in page no ____to ____.

5. Copies of other Documents:

1. IT Returns in page no _____to _____.
2. PAN Card in page no _____to _____.
3. Annual turnover in page no _____to _____.
4. Licence with PF dept, Labour department available in page no _____to _____.
5. Others _____.