### Tamil Nadu Magnesite Limited

(A Govt. Of Tamil Nadu Undertaking)

5/53, Omalur Main Road, Jagir Ammapalayam Post Salem-636 302. Tamil Nadu.

CIN No: U27109TZ1979SGC000834



E-TENDER REFERENCE No. ADVT/CONTRACT/SKD/01/2024-2025

# E-TENDER FOR PRODUCTION & PROCESSING OF LIGHTLY CALCINED MAGNESITE LUMPS AND CRUSHING OF LCM 0-40mm LUMPS in to - 200 MESH/-300 MESH POWDER FOR ONE YEAR PERIOD

Publishing date	07.06.2024 @ 4.30 PM
Bid document downloaded/start date	07.06.2024
Pre bid Meeting	18.06.2024 @ 12.00 PM
Bid Submission end date	26.06.2024 @ 4.30 PM
Date of Opening of Technical Bid	27.06.2024 @ 5.00 PM
EMD	Rs. 90,000

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### **IMPORTANT NOTICE**

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tender Rules, 2000 the Act and Rules shall prevail.

#### 1. PREAMBLE

Tamil Nadu Magnesite Limited (TANMAG), a Government of Tamil Nadu Undertaking was established in the year 1979 for mining of Magnesite and Dunite in Kurumbapatti Reserve Forest in Salem District. The Company has three Divisions namely, Mines Division, Shaft Kiln Division (SKD) & Rotary Kiln Division (RKD). The Mines Division undertakes excavation of the mineral resource and the excavated Raw Magnesite is used for manufacturing of Dead Burnt Magnesite (DBM) at Rotary Kiln Division and Lightly Calcined Magnesite (LCM) at Shaft Kiln Division. DBM, LCM and Dunite, a co-existing mineral obtained during the process of mining Raw Magnesite are all sold by TANMAG to the end customers.

TANMAG now intends to select a Contractor for Production & Processing of Lightly Calcined Magnesite and Crushing of LCM from 0-40mm Lumps into -200 mesh/-300 mesh powder for a period of one year. In this context, TANMAG invites e-tenders from reputed contractors in "Two Cover System" through a transparent bidding process. The Tender notification has been published fixing the date of opening of tender as 27.06.2024 at 5.00 PM

#### 2. SCOPE OF WORK

The scope of work would inter-alia include the following:

### A) Production & Processing of LCM Lumps

Winch loading of Raw Magnesite, Drawing, Sorting, Packing, Weighing and Stacking of LCM Lumps in respective go-downs at Shaft Kiln Division (SKD), Thathiengarpatti, Salem-12.

LCM Production = 500 MT per month

#### B) LCM Crushing

Transport & Crushing of Lightly Calcined Magnesite (LCM) from 0-40 mm Lumps in to -200 mesh / -300 mesh powder in pulverisers at TANMAG's Shaft Kiln Division (SKD)/RKD, Thathiengarpatti, Salem-12.

Quantity: 500 MT per month

#### ROLES AND RESPONSIBILITIES OF THE BIDDER

### 3.A. Production and Processing of LCM Lumps

#### 1. Winch loading

- Raw Magnesite should be sized into 100-150mm (approx) and fed into kiln. The
  dust generated during the operation should be removed then and there and kept
  separately.
- The required manpower shall be provided by the contractor for Maintenance / Repair work for Kiln / Pulveriser.
- Kiln level should be maintained during each shift of operation. Kiln feeding is maintained in three shifts i.e. 12 AM to 8.00 A.M, 8.00 A.M to 4.00 P.M and 4.00 P.M to 12 AM.

#### 2. Drawing Operations

- Calcined lumps shall be drawn from kiln(s) every hour, transported to a sorting yard and spread them for cooling.
- Each and every shift drawn material shall be separately identified by fixing the number board without fail.
- Any labour assistance required for the kiln operator should be provided by the contractor.

#### 3. Sorting

- LCM Lumps should be sorted first by removing over burnt and under burnt material, then should be sized to 0 40 mm.
- Collected under burnt material should be stacked at winch loading point.
- Collected over burnt material should be stacked at an over burnt stack yard.
- Packing materials like B.Twill bags and liner bags should be collected from packing material go-down with the approval of concerned officials.
- Any lot rejected after laboratory analysis and falls in under burnt / over burnt category material will not be accounted into saleable production. Payment will not be made for production of such materials.
- Accumulated burner drawing LCM (Black CM) should be stacked at BT material stockyard.

### 4. Weighing:

- All sorted LCM material collected in 50 kgs/100 kgs B- Twill bags, and weighing should be done as per the instructions of the Officials.
- Any bag / lot, if found in excess/ less of weight, that bag/lot will not be taken for accounting. It is the Contractor's responsibility to rectify the weight and repack.
- Any Excess/low weight, if found during despatch, it is the contractor's responsibility to correct the weight and re-pack it properly.

#### 3.B. LCM Crushing

- The quantity to be crushed will be 500 MT per month. The quantity mentioned is approximate and the same may be revised/altered and regulated at the sole discretion of the company without giving any prior intimation and you should arrange to execute the work as per instructions of the company.
- Failure to handle the given quantity in any month, the company at its
  discretion either will engage an alternate contractor(s) temporarily to handle
  the shortfall quantity or will levy a penalty based on the value of the contract
  on such shortfall. The additional cost incurred by the company due to
  arrangement of alternate contractor(s) and/or the penalty will be deducted
  from monthly bills or from any amount due from the company including
  Security Deposit.
- Tentatively our approximate requirement of LCM Powder Production is 500 MT per month

#### 3.C. Unloading:

- Unloading of Packing Materials like PE liner bags, HDPE bags, Second Hand B Twill bags and Jute twine from the lorry on weight basis should be done by the contractor.
- Unloading of Alumina bricks, fire clay Mortar, AP3 Grease barrels and steel hammer from the Trucks on Tonnage basis should be done by the contractor.

### 4. GENRAL CONDITIONS

- (i) The number of persons to be deployed for this work will vary depending upon the production quantity and you have to arrange labourers as per requirement immediately on receipt of instructions from our Officials without fail.
- (ii) If you fail to handle the given quantity in any month, the company at its discretion either will engage an alternate contractor(s) temporarily to handle the shortfall quantity or will levy a penalty based on the value of the contract on such shortfall. The additional

- cost incurred by the company due to arrangement of alternate contractor(s) and/or the penalty will be deducted from your monthly bills or from any amount due to you from the company including your Security Deposit.
- (iii) The tenderer should have previous experience of at least two years out of five years in labour contract (min.70 workers per day) engaged in works like packing of DBM/LCM and RM sorting/ segregation/ collection etc.,.
- (iv) The Company reserves the right to terminate the Contract (or) proceed with suitable & alternate arrangements and the cost will be deducted from contractor in addition to penalty if the payment exceeds the value finalized, the same will be adjusted in Security Deposit.
- (v) The Contractor shall supply the labourers as per requirement to produce LCM Production and crushing at SKD as per the instructions without fail.
- (vi) The Contractor should maintain all the Registers and Records upto date as per the Contract Labour (Regulations and Abolition) Act and Rules must comply with and the provisions of the Contract Labour (Regulations and Abolition)Act, 1970 also provisions of the Employees Provident Fund and Miscellaneous Provisions Act 1952.
- (vii) The Contractor should obtain licence from the Licensing Officer as per the Contract Labour (Regulations and Abolition) Act 1970 and also provisions of the Employees Provident Fund & Miscellaneous Provisions Act 1952 for the engagement of labourers in the contract.
- (viii) The necessary required packing materials like BTwill bags, HDPE bags, stencil powder, stencil letters, stitching machine, Jute/synthetic thread, lead seal, sealing wire, batch card, and lot card all are to be provided by TANMAG and Contractor should maintain proper record for the receipt, consumption and balance for the above items.
- (ix) The required tools and materials shall be given to the Contractor's authorized person only.
- (x) After completion of the work, balance items should be returned to TANMAG stores. If there is any shortage of materials like BTwill bags etc., the cost of shortage material will be recovered from the Contractor's bills/ claims/ bill/ SD/ any amount to be relevant to the contractor by TANMAG.
- (xi) Stacking should be done as per requirement / directions of the officials concerned. Material has to be covered with tarpaulin for each lot by the Contractor compulsorily after stacking.
- (xii) The Contractor should arrange to stack the bags as per Company's instruction properly. The Contractor should avoid dragging the packed bags from the place of packing to the stacking place.
- (xiii) The Contractor should take adequate precautionary measures while handling bags to avoid spillage of material, damage to gunny bags, HDPE bags etc., In the event of any such damage to bags or spillage of material, the resultant loss will be recovered from the contractor.

- (xiv) The contractor should ensure the production per kiln to its capacity without any shortage /excess by timely withdrawing the specified LCM lumps.
- (xv) Similarly Raw Magnesite loading into the kiln should be done without any under load / over load.
- (xvi) The Company reserves the right to inspect during and after the execution of work.
- (xvii) These above conditions, will have to be strictly followed to avoid under burnt and over burnt. If any excess / shortage production leading to under burnt/over burnt will be charged as penalty at the actual cost of reprocessing (after allowing plus or minus 2.5 % for over burnt/ under burnt)
- (xviii) The Contractor should take adequate precaution to protect the material from moisture. The Contractor has to clean the premises before crushing to avoid contamination or quality deterioration. Loss or damage if any, on account of contamination, transit, loading, unloading or any other factor must be borne by the Contractor.
- (xix) The contractor should operate the 4 pulverisers at SKD and 1 pulveriser at RKD with required manpower whenever required (any pulveriser at SKD is under repair or more LCM lumps are available more than Grinding capacity at SKD), LCM lumps have to be transported to RKD & grinding should be made at RKD. Hence the rates may be quoted accordingly for operation at both places.
- (xx) Pulverisers should be cleaned (removal of air dust and air filter cloth and cleaning the dust filter cloths and refitting the filter clothes) once in a month all the pulverisers at rotational basis (Pulveriser No.1 first Sunday, No.2 second Sunday, etc.,) by the contractor which will be Rs.2000/- per pulveriser and this shall be charged in their bill. If pulverisers are not cleaned in a month, the same will be done by TANMAG at any cost on the due date and the same will be deducted from the contractor's monthly bill.
- (xxi) If the Contractor fails to grind the committed quantity, action will be taken as per the provisions of the contract apart from levying penalty and liable for termination of contract & alternate arrangements will be made and the cost will be deducted from the contractor apart from penalty, if payment exceeds the value finalized the same will be adjusted in security deposit.
- (xxii) The contractor should ensure the working of Kiln(s) at all the days continuously without any shortfall/ break during festival holidays. The contractor shall arrange for required Manpower on the holidays so that production work does not suffer. Any failure leading to loss, the actual loss will be calculated and the entire loss amount will be deducted in the contractor's monthly bill.
- (xxiii) The Contractor should take adequate precaution for maintaining the specified mesh size in LCM Powder. If any lot has failed due to mesh complaint the grinding rate will not be given for such lots.

- (xxiv) The HDPE bags should be sealed after stitching the batch cards with the powder bags.
- (xxv) While transporting LCM lumps from LCK shed, Go-down I & II to Pulveriser shed, bags should not be damaged.
- (xxvi) Materials taken from LCK shed, Go-down I & II to Pulverisers shed for crushing should be stacked properly as per the instructions.
- (xxvii) The Contractor should arrange for collecting the sample on completion of every lot of 20 MT and to hand over the same to the lab for analysis at no extra cost. If required, the contractor should arrange for collecting the Re-sample from the completed lots.
- (xxviii)Stitching machines should be properly cleaned and handed over to Foreman's Office after completion of work. If any fault occurs in the machine, due to rough handling, the actual cost of repair shall be recovered from the Contractor apart from penalty for non-production / crushing.
- (xxix) If the material is not packed to the satisfaction, the same must be repacked at no extra cost. If any damage occurs to bags, at the time of repacking, the cost will be deducted from Contractor's bills.
- (xxx) If any weight correction is to be made during the despatch in lumps / powder load, the contractor should provide sufficient manpower and carry out the weight corrections.
- (xxxi) After loading the bags to the lorry, the same will be weighed at Weigh Bridge and if any variation is noticed in weight, then it has to be corrected from bags on the top layer of lorry at no extra cost.
- (xxxii) Contractor has to seal all the bags as per instruction of TANMAG officials.
- (xxxiii) Contractor has to cover the lorry with tarpaulin and seal the lorry to effectively protect the material as per the instructions of TANMAG officials.
- (xxxiv) Contractor has to provide safety goggles, heat resistance hand gloves, apron, face mask, safety shoes and safety gears compulsorily based on the work performed.
- (xxxv) LCM Lumps bags stacking in godown no I & II for a height of 8 bags whenever required.
- (xxxvi) Powder stacking 50 kgs bags= 10 bags height
- (xxxvii) The contractor shall not stop/reduce the machineries/workers for any kind of work on his/her/their own and should abide by the instructions of TANMAG officials. Failing which action will be taken against the contractor and recovery will be imposed on the contractor accordingly.

- (xxxviii) The contractor shall appoint a supervisor to supervise the works undertaken at SKD Factory and the person shall be present throughout the working hours to take instructions regarding packing and stacking and all connected works then and there and he should be physically available in the site during working hours without fail.
- (xxxix) Necessary records as required for statutory purpose shall be maintained by the Contractor and to be produced for cross-verification of any data by TANMAG officials as and when required.
- (xl) The bidder shall deploy adequate manpower required to achieve the production per day as specified in clause 2(A & B).
- (xli) Further, any changes in the stacking method shall be duly followed by the contractor as per instruction of TANMAG officials.
- (xlii) The contractor shall be liable to do partial work of additional quantity as per the instructions of TANMAG officials for the specified rates as per the tender.

### 5. ROLES AND RESPONSIBILITIES OF TANMAG

TANMAG will provide required packing materials such as HDPE Bags, Liner bags, BTwill bags etc., for this contract

### 6. QUALIFICATION CRITERIA

Clause	Qualification Criteria	cation Criteria Supporting Documents/Remarks		
6(a)	The Bidder should be a registered legal entity and should be in existence for the past 5 years as on date of bid submission  The bidder should have previous experience of at least two years out of 5 years in labour contract (min.70 workers per day) engaged in works like packing of DBM/LCM Production and RM sorting/ segregation/ collection etc.,.	<ul> <li>(i) In case of Private / Public Limited Companies,</li> <li>Copy of Incorporation Certificate issued by the Registrar of Companies</li> <li>Copy of Memorandum and Articles of Association</li> <li>(ii) In case of Partnership Firm,</li> <li>Registered Partnership deed</li> <li>Firm Registration Certificate</li> <li>(iii) In case of Proprietor,</li> <li>Copy of GST Registration certificate.</li> <li>Work Orders and Completion certificates issued by the clients</li> </ul>		
6(c)	The bidder should have reported an Average Annual Turnover of at least ₹ 50 lakhs in the last five financial years i.e. 2019-20, 2020-21,2021-22, 2022-23 and 2023-24.	(i) The average annual turnover statement duly certified by Chartered Accountant as per Annexure III  (ii) The Annual Report/ duly certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 5 financial years.		

6(d)	The bidder should have a valid	Copy of GST Registration certificate		
	GST registration certificate			
6(e)	The bidder should not have been blacklisted for supply of any items or services to TANMAG or any other Government Department / Agency	(i) The declaration form as per Annexure IV should be enclosed (ii) Any adverse / not satisfactory remarks on the performance of previous supplies/Contracts will entail disqualification		
6 (f)	The bidder shall have Registrations and details of the same provided in the Technical Bid	<ul> <li>a) PF Registration</li> <li>b) ESI Registration</li> <li>c) GST Registration</li> <li>d) Valid License, issued by Regional Labour Commissioner, Govt. of India (Annexure VIII)</li> </ul>		

## THE FOLLOWING CATEGORY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE TENDER Bidders who came to adverse notice in dealing with TANMAG either as service

provider or in any other capacity or should not be blacklisted by TANMAG/ Govt. Dept./Agency, etc.,

### 7. LANGUAGE OF THE TENDER

The Tender prepared by the bidder as well as all correspondences and documents relating to the Tender shall be in English only. If the supporting documents are in a language other than English/Tamil, the notarized translated English version of the documents should also be enclosed. Tenders received without such translation copy will be rejected.

### 8. PURCHASE OF TENDER DOCUMENT

The tender document shall be downloaded free of cost from the website <a href="https://www.tntenders.gov.in/nicgep/app">www.tntenders.gov.in/nicgep/app</a> The bidder should give a declaration for not having tampered with the Tender document downloaded (as per Annexure V).

### 9. SITE VISIT

Intending bidders shall visit the site (SKD factory) during working days from 8 am to 5 pm from 08.06.2024 to 26.06.2024 and shall get themselves thoroughly acquainted with the local site condition, which will help the bidders to consider all such factors during the estimation for performing the contract. TANMAG holds no responsibility for arrangement of transportation /accommodation facilities for the bidders during their site visit except for giving permission to access the premises at the stipulated time period. For undertaking site visits, bidders are requested to contact F.M (SKD) 9442700714.

#### 10 PREBID MEETING

- a. There will be a pre-bid meeting on 18.06.2024 @ 12.00 PM through online. The link for the pre-bid meeting will be updated on the TANMAG website (www.tanmag.org) 2 days prior to the pre -bid meeting. The bidders can also mail their queries to mail id <a href="mailto:tanmag.salem@gmail.com">tanmag.salem@gmail.com</a> if any; at least two days prior to the pre-bid meeting date.
- b. The bidders are advised to check www.tanmag.in and <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> for up-to-date information like change in date / venue etc., of pre-bid meeting as TANMAG may not be able to identify and communicate with the prospective bidders at this stage. Non-attending of a pre-bid meeting is not a disqualification.

#### 11 CLARIFICATION ON THE TENDER DOCUMENT

Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to "The Factory Manager (Shaft Kiln Division), Tamil Nadu Magnesite Limited, 5/53, Omalur Main Road, Jagir Ammapalayam Post, Salem - 636 302" or through e-mail to <a href="mailto-tanmagskd1@gmail.com">tanmagskd1@gmail.com</a> as per Annexure-VI. The Management will review the same and where information sought is not clearly indicated or specified in the tender documents, will issue a clarifying bulletin to all those who will upload such clarification on www.tntenders.gov.in.The Management will neither make nor be responsible for any oral instructions. Requests for clarification should be brought to the notice of the Managing Director, in writing, before 48 hours of the opening of the pre-bid meeting.

### 12 AMENDMENT OF TENDER DOCUMENT

TANMAG, whether on its own initiative or as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be uploaded on <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>. and the same will be binding on all Applicants or Respondents or Bidders, as the case may be.

### 13 AUTHORISATION OF THE BIDDER

The Tenderer should sign on each page of the tender document or by the person who is duly authorized for the same by the bidder.

### 14 SUBMISSION OF TENDER IN TWO COVER SYSTEM

a. The eligible bidders shall participate in bidding only in online mode through the website https://tntenders.gov.in under two cover system (i.e. (i) Technical Bid and (ii) Financial Bid) in the prescribed format.

- b. Bidders are allowed to submit the bid on or before 4.30 PM on 26.06.24. The e-Procurement website will not allow any bidder to attempt bidding after the scheduled date and time of bid submission. The submission of bids physically is not permitted.
- c. All the documents in support of eligibility criteria are to be scanned and uploaded along with the tender documents in the designated website.
- d. The bidder should quote the price in the Price-Bid (BOQ) as per the format given in the e-tender portal.
- e. To participate in the bid, the bidder shall have a valid Class 3 Digital Signature Certificate (DSC), obtained from the certifying authorities enlisted by the Controller of Certifying Authorities (CCA).
- f. Every page of the tender document should be signed and uploaded, in token of having accepted the tender conditions failing which the tender will be rejected summarily.
- g. No bidder shall submit more than one bid.
- h. The bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the Bid Process. TANMAG will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- i. TANMAG shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender document or the Bidding Process, including any error or mistake therein or in any information or data given by TANMAG.

#### 15 EARNEST MONEY DEPOSIT & TENDER SUBMISSION

- a. EMD for the tender is fixed as Rs.90,000/- (Rupees Ninety thousand only)
- b. Bidder has to select the payment option as "pay online" to pay the EMD amount. Only after payment of EMD, bidder will be able to encrypt / upload their bids. In order to avoid last minute lapses, it is recommended to make payment and submit the bid as early as possible. TANMAG is not responsible for any sort of difficulty faced / failure in submission of bids online by the bidder.

- c. Tenders should be submitted through online e-portal URL, address <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>
- d. Bid submission through online ends on 26.06.2024 at 4.30 PM
- e. Uploading of tender documents only in the portal mentioned above will be considered. Other than this specified portal, tender shall not be considered. Hard copy of tender shall not be entertained.
- f. Non-submission/Non-remittance of EMD within the stipulated date and time will entail outright rejection of bids.
- g. EMD Exemption can be availed by enclosing a certificate issued by the competent authority (viz MSME/NSIC, banker's cheque, specified small saving instrument.) along with a Technical offer.
- h. Online payment gateway has been enabled for TamilNadu Magnesite Limited, Salem in TN Tenders Portal. All the payments for the tenders will be carried out by bidders only through online payment mode. Bidders shall select the option for payment of EMD as Online [download the PDF document online payment] available from the website https://tntenders.gov.in/nicgep/app under Announcements (Bidder Manual for Online Payment of Tender related Fees in e Procurement Portal). The Announcement is available on the left side of the Home Page. The bidders should follow the Instructions step by step for online payment submission.
- i. The EMD amount should be the exact amount and the amount should be transferred through an online payment gateway. If excess or short, the tender status will be shown as invalid.
- j. The EMD will not carry any interest.
- k. In order to avoid any issues and last minute delay in processing of payment online, bidders should ensure payment of EMD, **72 hours in advance**. TANMAG will not be responsible for any sort of difficulties or delay faced by the bidder during submission of bids online, due to local issues.
- l. Any other mode of payment of EMD shall not be accepted.
- m. The bidders will be evaluated only if payment status shows "Success" during bid opening. It is necessary to click on "Freeze bid" link/icon to complete the process of bid submission, otherwise the bid will not get submitted online and the same shall not be available for viewing/opening during technical bid opening.

#### Refund of EMD of unsuccessful bidders:

The EMD paid by the bidder will automatically be deposited in the "Pooling Account" of the State Govt. only and not in TANMAG's account. Hence refund process will be initiated automatically through tn.tenders portal, once the bid is rejected by TANMAG during technical / financial evaluation and TANMAG is no way responsible for refund of EMD of the unsuccessful bidders.

### 16 PRICE BID (BOQ)

- a. The price bid should be submitted only in electronic form as per the prescribed format given.
- b. The price bid should not be altered and should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.
- c. Price is fixed throughout the contract period

### 17 VALIDITY

The rate quoted in the Tender should be valid for the acceptance by TANMAG for a Minimum period of **60 days** from the date of opening of the Tender. Escalation in the rates will not be entertained under any circumstances.

### 18 OPENING AND EVALUATION OF THE TENDER

- a. The tenders received up to 4.30 PM on 26.06.24 will be taken up for opening. The technical bid will be opened online at 5.00 PM on 27.06.2024 at the Registered Office of the TANMAG by the Committee authorized by the tender accepting authority.
- b. The Technical bid will be evaluated by the committee of TANMAG in terms of the qualification criteria. The committee reserves the right to disqualify any of the tender in case the Committee is not satisfied with the documents furnished, including the past performances.
- c. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- d. Any information contained in the bid shall not in any way be construed as binding

- on TANMAG, but shall be binding against the bidder if the work is subsequently awarded to it on the basis of such information.
- e. TANMAG reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all bid(s) without assigning any reasons.
- f. If any information furnished by the bidder is found to be incomplete, or contained in formats other than those specified therein, TANMAG may, in its sole discretion, exclude the relevant offer for qualifying in eligibility criteria.
- g. In the event that the claim of the bidder towards eligibility criteria submitted is determined by TANMAG as incorrect or erroneous, TANMAG shall reject such claim and exclude the same from qualifying in eligibility criteria. Where any information is found to be patently false or amounting to a material misrepresentation, TANMAG reserves the right to reject the bid.
- h. TANMAG reserves the right to reject any bid which is non-responsive and no request for alteration, modification or substitution shall be entertained by TANMAG in respect of such bid.
- i. To facilitate evaluation of bids, TANMAG may, at its sole discretion, seek bonafide clarifications from any bidder regarding his bid. Such clarification(s) shall be provided within the time specified by TANMAG for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing / e- mail.
- j. If a bidder does not provide clarifications sought under Clause 18(i) above within the prescribed time, the bid shall be liable to be rejected. In case the bid is not rejected, TANMAG may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding and the bidder shall be barred from subsequently questioning such interpretation of TANMAG.
- k. The bidder(s) declared as qualified by the Committee, will be informed the date of opening of Price bid.
- l. The non-qualified bidder(s) will be informed and their EMD will be refunded

#### CONFIDENTIALITY

19

a. Information relating to the examination, clarification, evaluation, and recommendation for the short-listed / pre-qualified bidders shall not be disclosed

to any person who is not officially concerned with the process or is not a retained professional advisor advising TANMAG in relation to or matters arising out of, or concerning the Bidding Process. TANMAG will treat all information, submitted as part of bid, in confidence and will require all those who have access to such material to treat the same in confidence. TANMAG may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or TANMAG or as may be required by law or in connection with any legal process.

b. All documents and other information supplied by TANMAG or submitted by bidders to TANMAG shall remain or become the property of TANMAG. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. TANMAG will not return any bid, or any information provided along therewith.

#### 20 EVALUATION OF THE PRICE

- a. The price bid will be evaluated in accordance to the Tamil Nadu Transparency in Tenders Act 1998 read with the Tamil Nadu Transparency in Tenders Rules 2000. The bidder who has quoted the lowest Rate for Production & Processing of Lightly Calcined Magnesite and Crushing of LCM from 0-40mm Lumps in to -200 mesh/-300 mesh put together will be adjudged as L1
- b. In the event that, two or more Bidders quote the same amount of Service charges/Rate (the "Tie Bids"), TANMAG shall ask the tied Bidders to provide their best and final offer of the Financial Proposal in a sealed cover and the Bidder offering the Lowest Final Offer will be adjudged as the Selected Bidder.
- c. In case, a tie still persists after the procedure contained in clause 20(b), the selected bidder will be identified by draw of lots, which will be conducted, with prior notice, in the presence of the tied tenderers or their representatives who choose to be present.

#### 21 AWARD OF CONTRACT

- a. The bidder who is adjudged as L1 will be invited for price negotiations for further reduction of rates.
- b. Upon finalization of negotiated rate, TANMAG will issue work order to the successful bidder.

### 22 SECURITY DEPOSIT

- a. On receipt of the work order from TANMAG, the successful bidder should remit a Security Deposit (SD) of 5% of both 2(A) and 2 (B) contract value in the form of a Demand Draft or Banker's cheque or Irrevocable Bank Guarantee drawn on any Indian Nationalized/Scheduled Commercial Bank with a validity period of 18 months in favour of "TAMIL NADU MAGNESITE LIMITED, Salem 636302", payable at Salem, within 7 (Seven) working days from the date of Work Order. The EMD shall be adjusted with the Security Deposit.
- b. Any amount pending with TANMAG will not be adjusted under any circumstances, against the Security Deposit if so requested.
- c. EMD & Security Deposit amount remitted will not earn any interest.
- d. If the Security Deposit amount is not paid within the time specified, the EMD remitted by the successful bidder / contractor shall be forfeited, besides cancellation of Work Order. The Bank Guarantee should be kept in force and alive, during the entire term of the contract period and also for a period of six months beyond the tenure of contract to enable TANMAG to work out its rights, in the event of any necessity arises.

#### 23 AGREEMENT

- a. The successful bidder should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the SD/EMD amount remitted by the bidder will be forfeited besides cancellation of Work Order.
- b. If the contract is not executed as per the agreed terms and conditions, TANMAG will hold full authority to cancel the tender or take any such action that will be deemed fit to the occasion at the risk and cost of the successful bidder. Such cancellation will entail forfeiture of SD.
- c. In the event of non- performance of the contractual provisions and if the selected bidder, has not fulfilled the contractual obligation with TANMAG in any manner during the currency of the contract or also found on later date, TANMAG reserves the right to disqualify such bidder to participate in future tenders of TANMAG upto a maximum period of 5 years and /or black list them.

### 24 CONTRACT PERIOD

a. The contract is for a period of one year. TANMAG at its sole discretion shall extend the contract period on mutually agreed terms.

#### b. Rescheduling the Contract period

- i. In the event of exigencies beyond the control of TANMAG & no fault of both the parties, TANMAG may reschedule the contract period, if the contract work could not be effected upto the end of the awarded contract period as per TANMAG requirement. The extension shall be at the sole discretion of TANMAG.
- ii. Such extension of time or rescheduling shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for delays under this clause, the bidder shall be entitled to only extension of time and no damages.

### 25 PAYMENT TERMS

- a. No advance is permissible.
- b. Payments will be made on LCM quantity produced and crushed on a monthly basis based on the work involved.
- c. The Weight as per the records of the TANMAG Weigh Bridge is final.
- d. The bidder should remit the GST collected from TANMAG and submit the proof for verification. The payments will be processed only after verifying the remittance of GST.
- e. The bidder should remit the GST collected from TANMAG every month within the due date and submit the proof for verification and filing of GST return within the due date. Payments will be processed only after verifying the remittance of GST for the previous month.
- f. The service charge / rate finalized and approved in the tender will hold good for a period of contract.
- g. TANMAG also reserves the right to recover any dues / excess payment from the bidder, which is found on a later date, during audit/statute, after final settlement is made to them. The bidder is liable to pay such dues to TANMAG immediately on demand, without raising any dispute/protest in any bill due to him by TANMAG.

### 26 OBLIGATIONS OF BIDDER

- a. The Bidders must comply with the provisions of Contract Labour (Regulations & Abolition) Act 1970.
- b. License from the concerned Labour Department for work done during earlier periods should be enclosed along with the Technical bid.

- c. 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 bid.
- d. The Bidder should achieve the production / quantity fixed by the TANMAG every month, If the bidder fails to achieve the production target quantity then the bidder will be penalized accordingly. The production will be reviewed half-yearly. Accordingly the penalty will be levied / adjusted or refunded.
- e. The bidder is required to submit the following documents pertaining to the Contract period for settlement of Retention Money / Security Deposit:
  - 1. Attendance Register
  - 2. Payment of Wage Register
  - 3. Payment of Bonus / Festival Advance /Leave with wages
  - 4. Proof for the disbursement of Identity Cards, Issuance of safety shoes and other welfare amenities agreed in the Contract
  - 5. PAN and Aadhaar of each contract worker
  - 6. PF/EPS/Group Insurance remitted Original Challans shall be submitted.
  - 7. No dues certificate from the HOD(s) where the Bidder was assigned to work to be submitted along with recommendation to release the SD.
- f. The TANMAG reserves the right to terminate the Contract (or) proceed with suitable & alternate arrangements if the contractor fails to undertake/ perform the contract and the cost will be deducted from bidder in addition to Penalty, if the payment exceeds the value finalized, the same will be adjusted in Security Deposit.
- g. Compliance under the provisions of The Mines Act 1952, The Mines Rules 1955, MMR 1961, The Mines Vocational Training Rules 1966 wherever necessary are mandatory. All the provisions under MMR 1961 regarding the traffic rules for safe operation of Machinery, duties of Operators of other machinery shall be complied with. (Copy of Traffic Rules will be issued to the successful Tenderer) maintenance of bench and at the statutory work to be adhered
- h. The bidder shall follow the S.O.P (Safe/Standard Operating Procedures) for all the manual and machinery operation inside the SKD /RKD Factory.
- i. The bidder shall engage an efficient workman, not more than 60 years of age and medically fit to work. Workmen above 60 years of age and less than 18 years shall not be allowed to work. Proof of age has to be produced during commencement of contract.

- j. The bidder has to make necessary arrangements for withdrawal/transfer of contribution amount from PF office as and when any Contract workmen leaves the service and also submit such particulars every month to TANMAG.
- k. The bidder should remit EPF amount directly in the employee's account based on the details of the manpower engaged by the Bidder. The copy of the challan for the amount so remitted shall be submitted to TANMAG every month only after which the bills will be processed.
- l. 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 bidder 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. TANMAG is not responsible for the compensation.
- m. Proof for EPF & Group Insurance coverage provided to manpower engaged by the bidder during the preceding Contract shall be produced along with the Technical bid.
- n. The bidder should pay holiday wages to their manpower for the notified holidays, as declared by the TANMAG for TANMAG's employees during the Contract period.
- o. The bidder should pay a minimum Bonus of 8.33% p.a of the wages as per Bonus Act to their workers before Deepavali Festival.
- p. Male and female workers have to be paid equal wages engaged in similar nature of work.
- q. The bidder should pay leave with wages in accordance with Act
- r. The bidder and their employees can avail TANMAG's canteen. For availing the canteen facility, TANMAG will raise GST (5%) bill (HSN code-996333) and their monthly canteen bills will be deducted every month from the bidder's bill. [Breakfast Rs.50, per head Lunch Rs.60 per head and Dinner Rs.50 per head]
- s. The rate(s) of wages payable should 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 workmen engaged for work above ground, (for Unskilled, Semi-Skilled, Supervisory Skilled & Highly Skilled workmen).
- t. As and when the rate(s) are revised by the Government of India, Ministry of Labour & Employment (Office of the Chief Labour Commissioner), the bidder should pay the revised rate from the date of notification given effect.

- u. Before quoting the rate(s) for the above work to be carried out at SKD Factory, the Tenderers are advised to ascertain the nature of work at the workplace clearly and conditions prevailing therein.
- v. The successful bidder should apply for Contract License in the prescribed format with appropriate fee to the License Issuing Officer and submitting the license within 2 months from the date of receipt of Work order.
- w. The Contractor should provide photo identity card, soap, handkerchief, 2 sets of uniform, mask, canteen token and free meals as specified in the Labour Act. If not provided the same will be issued at actual expense after chargeable basis along with 50 % of additional cost as handling charges. This amount will be deducted from the tenderer's monthly bill.
- x. All the statutory registers and records has to be maintained by the Bidder and make available for inspection as and when required.
  - 1. The wages should be paid on or before 7th of succeeding month without fail to the Contract workers directly to the individual worker's Bank account and necessary proof should be submitted before claiming the monthly bill.
  - 2. The payment of wages to the workers should be made before the due date and this should not be linked with settlement of monthly bills by the TANMAG.
- y. The PF amount to be remitted to the worker's account shall be paid to the PF Authorities and proof for the same should be submitted along with the monthly bill without fail and this should not be linked with settlement of monthly bills.
- z. The bidder should remit EPF amount to the employees engaged by him/her/them every succeeding month without fail. If it is not remitted in time and accumulated for more than 2 months the contract shall be terminated without prior notice immediately. Further interest, penalty if any levied statutorily, it shall also be deducted from the dues payable at any point of time.
- aa. To abide by the provisions of other labour laws which are applicable to Contract workmen and also maintain Registers and Records wherever necessary.

- bb.To meet any other obligation in general to maintain smooth and efficient working for industrial harmony.
- cc. An Indemnity Note should be submitted by the bidder for Men & Machineries before commencing the work and should comply as and when required as per the statutory requirements. (A copy of the Indemnity Note will be issued to the successful bidder)
- dd.It is the responsibility of the bidder regarding compliance of tax obligations wherever applicable and necessary proof has to be submitted before processing of any bill.
- ee.Income Tax, Permanent Account Number and GST Registration (scanned) should be submitted along with the Technical bid. Composite Service Providers under GST, should disclose the same in the technical document.
- ff. Every month, deductions will be made from the bills of Bidder, towards Income Tax as per the Income Tax Rules and also any other Statutory Levies as may be applicable from time to time.
- gg. Any dues to the TANMAG from the Bidder shall be adjusted from the last and final bill of the Bidder. The final bill shall be released only after recovery of all dues. In future, if any dues /liability/ penalty/ queries arises for TANMAG against the work done by the bidder, the same shall be recovered in any work at any point of time.
- hh.Deductions, if any, for any period of time during the validity of the Bidder thereafter can be effected from the bills of the Bidder for reasons whatsoever.
- ii. The successful Bidder should obtain the temporary entry pass for the employees who are engaged for the execution of the Contract work from the Security Department. No one will be allowed to enter into SKD factory 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.
- jj. The TANMAG will not provide any machinery/equipment for bidder for any job.
- kk. Any non-compliance of any account enumerated from tender clause 26(aa) to(jj) will result in deduction from security deposit and or any other amount due from TANMAG to meet the liability towards compliance.

### 27 PENALTY

a. If the contractor fails to produce the monthly targeted quantity, penalty will be levied @ Rs. 20 per MT for the shortfall quantity, if sufficient RM is available for LCM Lumps production. The penalty will be deducted month-on-month basis

- b. If the contractor fails to grind the monthly targeted quantity penalty will be levied @ Rs. 15 per MT for the shortfall quantity, if sufficient LCM lumps to be crushed quantity is available. The penalty will be deducted month-on-month basis.
- c. The production of LCM Lumps & Powder will be reviewed half-yearly, accordingly the penalty will be adjusted / refunded.

### 28 TERMINATION OF CONTRACT

TANMAG reserves the right to terminate the contract at any time during the validity period on account of non-fulfillment of contractual obligations or any of the reasons on termination for non-fulfillment of obligation, the contractor is liable to be black listed.

### 29 GENERAL CONDITIONS

- a. The bidder should furnish the list of workers engaged before commencement of contract along with PAN and Aadhaar details.
- b. The bidder should open a PF account for the employees engaged with the Regional Provident Fund Commissioner's office and furnish the details within 15 days from the date of engagement.
- c. The employee have to undergo pre-medical examination before engaging them for work. This will be done at TANMAG Dispensary by the Medical Officer except the X-ray, Audiometry, Pulmonary Function Test (PFT) which has to be arranged by the Bidder from outside the clinic immediately.
- d. The TANMANG does not bind to accept the lowest bid or any tender and reserves the right to reject any or all tenders without assigning any reason thereof.
- e. TANMAG will not have any liability towards the manpower appointed by the bidder for implementation of the work order.
- f. TANMAG reserves the right to appoint an alternate Contractor and the cost of the entire differential amount will be recovered from the Contractor in addition to penal action.
- g. TANMAG reserves the right to reject any or all the tenders without assigning any reasons whatsoever.
- h. TANMAG reserves the right to allocate the work to multiple contractors.

i. Before submitting the quotations the tenderer is requested to inspect the site and study the nature of the work at our SKD factory and clarify the doubts if any with the concerned officials.

30 JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of Salem City Courts only.

We agree to the above terms and conditions.

SIGNATURE OF THE BIDDER:

DATE:

NAME IN BLOCK LETTERS:

**DESIGNATION:** 

ADDRESS:

#### **Covering Letter**

**ANNEXURE - I** 

PART-I	Date:

From

Name:

Address:

Ph:

Fax:

E-mail:

To

The Factory Manager (Shaft Kiln Division) Tamilnadu Magnesite Limited, 5/53 Omalur Main Road, Jagir Ammapalayam Post, Salem 636302.

Sir,

Sub: Tender for selection of Contractor for Production & Processing of Lightly

Calcined Magnesite Lumps and Crushing of LCM 0-40 mm Lumps

into -200 mesh/-300 mesh- Submission of Part I - Reg.

Ref: Your Tender Notice DT.....

With reference to your tender notice, we submit herewith our e-tender for the selection of bidder for Production & Processing of Lightly Calcined Magnesite and Crushing of LCM 0-40mm Lumps in to -200 mesh/-300 mesh for a period one year as specified by TANMAG in this tender document in two cover system.

We enclose the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions
- 2) Earnest Money Deposit
- 3) Authorization letter from the bidder for the person to sign the tender
- 4) Details of the Bidder (as per Annexure-II)
- 5) Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure- III.)

- 6) Declaration for not having black listed either by TANMAG or by any other Govt. Agencies (as per Annexure-IV)
- 7) Declaration for not having tampered the Tender documents downloaded from the website http://tntenders.gov.in/ www.tanmag.org (Annexure-V)
- 8) Copy of certificate of incorporation/ registration
- 9) Copy of Memorandum and Articles of Association
- 10) Copy of Registered Partnership deed and Registration certificate in case of Partnership Firm
- 11) The tenderer should have previous experience of at least two years out of five years in labour contract (min.70 workers per day) engaged in works like packing of DBM/LCM Production Processing and RM sorting/ segregation/collection etc...
- 12) The Annual Report / duly certified copies of Balance Sheet, Profit & Loss statement showing last five years turnover FY 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.
- 13) Copy of GST Registration certificate, PAN.
- 14) Registration certificate of the vehicle/Machinery (if applicable)
- 15) EPF Regn. Code No.& copies of remittance of PF to workers in preceding contracts shall be enclosed
- 16) Latest I.T return
- 17) Notarized translated English version of the documents in a language other than English/Tamil, if any

Yours faithfully,

SIGNATURE OF THE BIDDER

Encl: As stated above

### **DETAILS OF THE BIDDER**

S.No.	Particulars	Description/Details
Α	Name of Bidder	
В	Contact Details	
	Registered Office Address	
	Telephone No.	
	Fax	
	Email	
	Website	
С	Incorporation Details	
	Incorporation Number	
	Date of Incorporation	
	Authority	
D	Name of Authorized	
	Signatory	
	Position	
	Telephone	
	Fax	
	Mobile	
	Email	
Е	Number & Address of	
	Offices	
	a) In Salem	
	b) Outside Salem	

SIGNATURE OF THE BIDDER

### ANNUAL TURN OVER STATEMENT

The Annual turnover of M/s for the past five years are given below and certified that the statement is true and correct.

S.No.	Year	Turnover	
		(₹ in lakh)	
1	2019-2020		
2	2020-2021		
3	2021-2022		
4	2022-2023		
5	2023-2024		
Average annual turnover			

DATE:

SIGNATURE OF THE BIDDER

SIGNATURE OF CHARTERED ACCOUNTANT
(With seal and Address)

### **ANNEXURE - IV**

		CERTIFICATE
		Date:
Certified	that	M/s/ the firm
/TANMAG	or its pa	rtners / shareholders had not been blacklisted by Tamil Nadu Magnesite
Limited (T	ANMAG	. or by any Government Agencies

SIGNATURE OF THE BIDDER (with seal and address)

### **DECLARATION FORM**

			Date:	
a) I/Wedo declare that I/We hav				
for the tenders floated	vide	tender		
ref.no	for	Production	& Processing	of Lightly
Calcined Magnesite and Crushing mesh for a period of one year and b) I/We have downloaded	complete d the te	the contract a	as per the tende	er conditions. internet site
www.tenders.tn.gov.in/ <a href="https://www.tann.gov.in/">www.tann.gov.in/</a> www.tann.the tender document in any mann modified, I/ We understand that	ner. In ca	se, if the sam	e is found to be	e tampered /
Earnest Money Deposit will be for	feited an	d I /We am/a	re liable to be	banned from
doing business with TANMAG or pro	secuted.			
			SIGNATURE OF (with seal and	

### **CLARIFICATION ON TENDER DOCUMENT FORMAT**

BIDDER'S REQUEST FOR CLARIFICATION				
Name	and Address of the	Name and Position of	Contact Details of The	
Organ	ization submitting	Person	Organization /	
	request	submitting request	Authorized	
			Representative	
			Tel:	
			Fax:	
			Email:	
S. No.	Reference(s)	Content of Tender	Points of clarification	
	(Section, Page)	requiring Clarification	required	
1				
2				
3				

SIGNATURE OF THE BIDDER

(with seal and address)

#### **ANNEXURE - VII**

PART-II

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Factory Manager
Shaft Kiln Division
Tamilnadu Magnesite Limited,
5/53 Omalur Main Road,
Jagir Ammapalayam Road,
Salem 636302.

Sir,

Sub: Tender for selection of Contractor for Production & Processing of Lightly Calcined Magnesite Lumps and Crushing of LCM 0-40 mm Lumps in to -200

mesh/-300 mesh- for One year- Submission of Part II - Price Offer-Reg

Ref: Our tender (Technical Bid) submitted for selection of Contractor for

Production & Processing of Lightly Calcined Magnesite Lumps and Crushing of LCM

0-40mm Lumps in to -200 mesh/-300 mesh/ for a period of one year"

----

In continuation of our above tender, we submit herewith the price offer for Production & Processing of Lightly Calcined Magnesite Lumps and Crushing of LCM 0-40mm Lumps in to -200 mesh/-300 mesh-for a period of one year - Submission of Part I - Reg" as specified by TANMAG in this tender document. We agree to abide by the terms and conditions stipulated by TANMAG and also agree to complete the entire contract, at the rates quoted by us. The rate quoted and approved by TANMAG in this tender will hold good as per tender conditions.

Yours faithfully

#### Annexure-VIII

### **Declaration Form**

at do declare that I/We have carefully read all the conditions of tender sent
to me/us by TANMAG, for the tenders floated vide tender ref.no
for Production & Processing of Lightly Calcined Magnesite Lumps and Crushing
of LCM 0-40 mm Lumps in to 200mesh/-300mesh Powder contract for a period of 1
( 2024-25 ) year and complete the contract as per the tender conditions.
I/ We shall be solely responsible for compliance to the provisions of various labour and
industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc
relating to personnel deployed by them at TANMAG or for any accident caused to them
and the TANMAG shall not be liable to bear any expense in this regard. I/ We shall make
payment of wages to workers engaged by them by the stipulated date irrespective of any
delay in settlement of its bill by the TANMAG for whatever reason. The Contractor shall
also be responsible for taking insurance for their personnel. The contractor shall
specifically ensure compliance of various Laws/Acts, after completion of contract period
also including but not limited to with the following and their re-enactments/amendments/
modifications

a) I/We ...... having our office

- I) The Payment of Wages Act 1936
- II) The Employees Provident Fund Act, 1952
- III) The Factory Act, 1948
- IV) The Contract Labour (Regulation) Act, 1970
- V) The Payment of Bonus Act, 1965
- VI) The Payment of Gratuity Act, 1972
- VII) The Employees State Insurance Act, 1948
- VIII) The Employment of Children Act, 1938
- IX) The Motor Vehicle Act, 1988
- X) Minimum Wages Act, 1948

I/ We shall not have any pendency in respect of above authorities in earlier/ existing contracts. In case of any notice for non-remittance of dues from the above authorities, the contractor is liable for settlement.

SIGNATURE OF THE BIDDER (with seal and address)

### **CHECKLIST OF DOCUMENTS**

### Documents to be enclosed in Part-I:

S.No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
1.	A covering letter on your letterhead addressed to, The Factory		
	Manager(SKD), Tamil Nadu Magnesite Limited (as per Annexure-I)		
2.	Tender conditions duly signed in each page and enclosed in token of		
	accepting the Tender conditions		
3.	Authorization letter for the person to sign the tender		
4.	Details of the Bidder (as per Annexure-II)		
5.	The copy of certificate of incorporation/ registration		
6.	Copy of Memorandum and Articles of Association		
7.	Copy of Registered Partnership deed, in case of Partnership Firm		
8.	The tenderer should have previous experience of at least two years out of 5 years in labour contract (min.70 workers per day) engaged in works like packing of DBM/LCM and RM sorting/ segregation/ collection etc.,.		
9.	Average annual turnover statement duly certified by a Chartered		
	Accountant (as per Annexure-III)		
10.	The Annual Report / duly certified copies of Balance Sheet, Profit &		
	Loss statement for the last 5 consecutive financial years i.e. FY 2019-20, 2020-21,2021-22, 2022-23 and 2023-24		
11.	EPF Regn. Code No.& copies of remittance of PF to workers in		
	preceding contracts		
12.	Copy of GST Registration certificate		
13.	Declaration for not having black listed either by TANMAG or by any other		
	Govt. agencies (as per Annexure-IV)		
14.	Declaration for not having tampered the Tender documents		
	downloaded from the website <a href="http://tntenders.gov.i">http://tntenders.gov.i</a> n		
	/www.tanmag.in (Annexure-V)		
15.	Latest I.T return		
16.	Notarized translated English version of the documents in a language		
	other than English/Tamil, if any		
17.	Declaration Form (Annexure VIII)		

### Documents to be enclosed in Part-II

S.No.	Checklist	Enclosed (Yes/No)
1.	A covering letter on the letterhead addressed to The Factory	
	Manager (SKD)/Contract Section, TANMAG (as per	
	Annexure-VII)	

