

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. Rc.No.1265/ADVT/CONTRACT; DT.03.07.2024.

**E-TENDER ANNUAL CONTRACT FOR DUNITE LOADING TO  
CUSTOMER'S VEHICLES FROM DUNITE STOCKYARD NEAR RKD  
PREMISES USING JCB (80%) WITH MANPOWER (20%).**

Publishing date	03.07.2024
Bid document downloaded/start date	03.07.2024
Pre bid Meeting	10.07.2024 @ 3.00 PM
Bid Submission end date	17.07.2024 @ 3.00 PM
Date of Opening of Bid	18.07.2024 @ 4.00 PM
EMD	Rs.30,000/-

## **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.

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## **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. 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. Dunite is a co-existing mineral obtained during the process of mining Raw Magnesite. The DBM, LCM and Dunite are sold by TANMAG to the customers.

TANMAG now intends to select a Contractor for Dunite Loading to Customer's vehicles using JCB (80%) with Manpower (20%) from the Dunite Stockyard near RKD Premises for a period of one year. In this context, TANMAG invites e-tenders from reputed contactors in "Two Cover System" through transparent bidding process. The Tender notification has been published fixing the date of opening of tender as 18.07.2024 @ 4.00 PM.

## **2. SCOPE OF WORK:**

The scope of work would inter-alia include the following un interrupted supply of Machineries and Manpower.

Dunite Lumps Loading to Customer's Vehicles using JCB (80%) with Manpower (20%) from Dunite stockyard near RKD Premises.

**Manpower:** Required 3 persons per day for manual picking & collecting the scattered/spillages Dunite materials from the soil at Dunite stockyard during machine loading to avoid wastage and one JCB operator per day to operate the JCB for loading the Dunite lumps from Dunite stockyard.

The Machinery and Manpower should be made available from 8 AM to 5 PM on all working days. The bidder should also be prepared to meet out the requirements on Sundays (or) any other Holiday if required.

**Machinery:** Own JCB Machinery required -1 No.

**Make:** JCB Backhoe (3 DX) Loader (or) JCB Backhoe (3 DX Plus) Loader or equivalent.

**Model:** 2018 and after. Shovel Capacity 1.1 Cubic Metre (CuM) & above.

**Quantity:** The Successful bidder has to load a minimum quantity of 350 MT and Maximum of 600 MT of Dunite per day to customers Vehicle.

### **3. TERMS AND CONDITIONS:**

#### **A. ELIGIBILITIES TO PARTICIPATE IN THE TENDER:**

- i. The tenderers who are participating in this Contract should have their own JCB Backhoe (3 DX) Loader (or) JCB Backhoe (3 DX Plus) Loader or equivalent Machinery with Shovel Capacity 1.1 Cubic Metre (CuM) & above. Model of Machinery is 2018 and after.
- ii. The bidder should have minimum of 2 years previous experience in the relevant field for participating in the tender. The bidder should furnish necessary proof of documents (work order or agreement), previous experience details.
- iii. Audited Annual Accounts of the latest five preceding financial years (i.e. 2019-20, 2020-21, 2021-22, 2022-2023 & 2023-2024 ) should be uploaded with Cover-I, as proof of average Turnover of Rs.30 lakh (Rupees Thirty lakhs only). Tender of prospective buyers who fail to upload the audited accounts with Technical bid will be summarily rejected.

#### **B. THE FOLLOWING CATEGORIES WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE TENDER:**

- i. Bidders who came to adverse notice in dealing with TANMAG either as buyer or in any other capacity.
- ii. Bidders who have caused loss to TANMAG in any of the earlier tenders and black listed in TANMAG.

- iii. Those who have indulged in malfeasance during the course of their business transactions with TANMAG.
- iv. Bidders who have not fulfilled their performances / obligations in previous tenders of TANMAG.

**4. ROLES AND RESPONSIBILITIES OF THE BIDDER:**

- i. The bidders should have previous experience of at least two years in material handling in labour oriented contract or shifting, loading, transferring, sorting, packing and stacking of minerals by using machineries/earth movers with adequate manpower.
- ii. The bidder shall engage JCB and labourers as per requirement to load Dunite as per the instructions without fail. Failing of which necessary penalty will be levied for the short supply of labourers/shortfall in dispatch quantity on those days.
- iii. The bidder should engage/deploy the machinery/manpower from 8.00 AM to 5.00 PM on working days and Sunday/ Holidays if required, using as per the recommended model of JCB 80% and Manpower 20 % for loading the Dunite from Dunite stockyard near RKD premises in to the customer's vehicles as per instructions without fail. The customer may use 10 MT (or) 20 MT (or) 30 MT (or) higher capacity of trucks as per their requirements. The bidder has to deploy manpower with JCB during machinery loading to avoid/minimize the spillage/wastage of Dunite materials.
- iv. The bidder should maintain all the Registers and Records up to date as per the Contract Labour (Regulations and Abolition) Act and Rules, and comply with the provisions of the Contract Labour (Regulations and Abolition) Act, 1970 also provisions of the Employees Provident Fund and Miscellaneous Provisions Act 1952.
- v. The bidder should obtain license 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.

- vi. The required tools and materials for handling of Dunite loading shall be arranged by the bidder on their own.
- vii. The Company reserves the right to inspect during and after the execution of work.
- viii. The Contractor should take adequate precautionary measures while loading of Dunite to avoid spillage of material. In the event of any such damage of material, the resultant loss will be recovered from the contractor.
- ix. After loading Dunite to Vehicles, the same will be weighed at RKD Weigh Bridge. On notice of any variation in weight, it has to be corrected from the top layer of lorry at no extra cost.
- x. The bidder should engage male person as “Site Representative” to take instructions regarding and all connected works then and there. He should be physically available all the time in the site during working hours without fail.
- xi. The bidder should provide photo identity card, soap, hand kerchief, 2 sets of uniforms, mask, helmet, etc...to their workmen for safety aspects as recommended by the statutory authorities.
- xii. It is the responsibility of the bidder to solve any labour issues that arise in working area and shall ensure smooth functioning of Dunite despatches. The work shall be supervised by the Contractor himself or any other responsible person authorized by him.
- xiii. If the bidder fails to load the committed quantity, action will be taken as per the provision of the contract apart from levying penalty and liable for termination or alternate arrangements will be made and the cost will be



deducted from the bidder apart from penalty. If payment exceeds the value finalized, the same will be deducted from the security deposit.

- xiv. The rates of wages payable shall not be less than the rates prescribed under orders issued by the District Collector, Salem engaged for Unskilled, Semi-Skilled, Skilled, Supervisory Skilled, Highly Skilled workmen.
- xv. As and when the rates are revised by District Collector, Salem the contractor should pay the revised rate from the date mentioned in order.
- xvi. The bidder has to arrange their own Machinery and minimum required Manpower so as to load Dunite a minimum quantity of 350 MT and maximum of 600 MT per day from Dunite stockyard near RKD Premises to Customer's Vehicles without any delay as per instruction. Failing which penalty will be levied @ Rs.10 /MT and will be deducted month on month basis. The production will be reviewed half-yearly; accordingly will be adjusted/refunded.
- xvii. If the bidder has not provided JCB for loading (or) breakdown of JCB (or) absence of JCB operator (or) not make an alternate arrangement for loading the Dunite to customer's vehicle, the Penalty will be levied @ Rs.5,000/- per day.
- xviii. 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 will be liable to be terminated without prior notice immediately.

#### **5. ROLES AND RESPONSIBILITIES OF TANMAG:**

- i. Providing drinking water to the workmen engaged by the bidder.
- ii. TANMAG would provide medical facility (First aid) for which the charges should be borne by the bidder.

**6. QUALIFICATION CRITERIA:**

<b>Clause</b>	<b>Qualification Criteria</b>	<b>Supporting Documents/Remarks</b>
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.	i. In case of Private / Public Limited Companies, <ul style="list-style-type: none"> <li>• Copy of Incorporation Certificate issued by the Registrar of Companies.</li> <li>• Copy of Memorandum and Articles of Association.</li> </ul> ii. In case of Partnership Firm, <ul style="list-style-type: none"> <li>• Registered Partnership deed.</li> </ul> iii. In case of Proprietor, <ul style="list-style-type: none"> <li>• Copy of GST Registration certificate.</li> </ul>
6(b)	The bidder should have minimum of two years previous experience in the relevant field (or) in material handling in labour oriented contract (or) shifting, loading, transferring, sorting, packing and stacking of minerals by using machineries /earth movers with adequate manpower for participating in the tender.	The bidder should furnish necessary proof of documents such as work order or agreement of previous experience details issued by the client.
6(c)	The bidder should have reported an Average Annual Turnover of Rupees 30 Lakhs in the last five financial years i.e. 2019-20, 2020-21, 2021-22, 2022-2023 and 2023-2024.	i. The average annual turnover statement duly certified by Chartered Accountant as per Annexure-III  ii. The Annual Report/ certified copies of Balance Sheet, Profit & Loss statement along with schedules for the financial years having Rs.30 Lakhs turnover.
6(d)	The bidder should have a valid GST registration	Copy of GST Registration certificate.

	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.	<ul style="list-style-type: none"> <li>i. The declaration form as per Annexure-IV should be enclosed.</li> <li>ii. Any adverse / not satisfactory remarks on the performance of previous supplies will entail disqualification.</li> </ul>
6(f)	The bidder shall have Registrations and details of the same be provided in the Technical Bid.	<ul style="list-style-type: none"> <li>i. PF Registration.</li> <li>ii. ESI Registration.</li> <li>iii. GST Registration.</li> <li>iv. Valid License, issued by Regional Labour Commissioner, Govt of India (As per Annexure-VI).</li> </ul>

## **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. Tender 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 [www.tntenders.gov.in/nicgep/app](http://www.tntenders.gov.in/nicgep/app). The bidder should give a declaration for not having tampered the Tender document downloaded (as per Annexure-V).

## **9. SITE VISIT:**

Intending bidders shall visit the site (near RKD factory) on working days from 8 am to 5 pm from 05.07.2024 to 16.07.2024 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. The bidders are requested to contact F.M (RKD)/Dy.M (Marketing) over mobile 9442700735 / 9442700724 for site visit.

**10. PREBID MEETING:**

- i. There will be a pre-bid meeting on 10.07.2024 @ 3.00 PM through online. The link for the pre-bid meeting will be updated in TANMAG website ([www.tanmag.org](http://www.tanmag.org)) 2 days prior the pre-bid meeting. The bidders can also mail their queries to e-mail id [tanmag.salem@gmail.com](mailto:tanmag.salem@gmail.com) if any; at least two days prior to the pre-bid meeting date.
- ii. The bidders are advised to check [www.tanmag.org](http://www.tanmag.org) and <https://tntenders.gov.in/nicgep/app> 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 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 Deputy Manager (Marketing)/Tamil Nadu Magnesite Limited, 5/53, Omalur Main Road, JagirAmmapalayam.Post, Salem - 636 302 ” or through e-mail to [tanmag.salem@gmail.com](mailto:tanmag.salem@gmail.com) as per Annexure-VII. 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 have purchased the tender documents and will also upload such clarification on [www.tntenders.gov.in/nicgep/app](http://www.tntenders.gov.in/nicgep/app).The Management will neither make nor be responsible for any oral instructions. Request 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 <https://tntenders.gov.in/nicgep/app> and the same will be binding on all Applicants or Respondents or Bidders, as the case may be.

**13. AUTHORISATION OF THE BIDDER:**

The Tender should be signed on each page by the bidder or by the person who is duly authorized for the same by the bidder.

**14. SUBMISSION OF TENDER IN TWO COVER SYSTEM:**

- i. The eligible bidders shall participate in bidding only by online mode through the website <https://tntenders.gov.in/nicgep/app> under two cover systems (i.e. (i) Technical Bid and (ii) Financial Bid) in the prescribed format.
- ii. Bidders are allowed to submit the bid on or before 3.00 PM of 17.07.2024. 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.
- iii. All the documents in support of eligibility criteria are to be scanned and uploaded along with the tender documents in the designated website.
- iv. The bidder should quote the price in the Price-Bid (BoQ) as per the format given in the E-tender portal.
- v. To participate in the bid, the bidder shall have a valid Class 3 Digital Signature Certificate (DSC), obtained from the certifying authorities enlisted by Controller of Certifying Authorities (CCA).

- vi. 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.
- vii. No bidder shall submit more than one bid.
- viii. 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.
- ix. 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:**

- i. EMD for the tender is fixed as Rs.30,000/- (Rupees Thirty thousand only).
- ii. The 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.
- iii. Tenders should be submitted through online e-portal URL, address <https://tntenders.gov.in/nicgep/app>
- iv. Bid submission through online ends on 17.07.2024 at 3.00 PM.

- v. Hard copy submission of tender (or) submission of tender in any other portal other than specified portal, tender shall not be entertained.
- vi. Non-submission/Non-remittance of EMD within the stipulated date and time will entail outright rejection of bids.
- vii. 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 Technical offer.
- viii. Online payment gateway has been enabled for Tamil Nadu 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 in left side of the Home Page. The bidders should follow the Instructions step by step for online payment submission.
- ix. The EMD amount paid shall be the exact amount. The amount shall be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid.
- x. The EMD will not carry any interest.
- xi. 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.
- xii. Any other mode of payment of EMD shall not be accepted.

- xiii. 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 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 Government 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. The TANMAG is no way responsible for refund of EMD of the unsuccessful bidders.

**16. PRICE BID (BoQ):**

- i. The price bid should be submitted only in electronic form as per the prescribed format given.
- ii. 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.
- iii. **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:**

- i. The tenders received up to 3.00 PM on 17.07.2024 will be taken up for opening. The technical bid will be opened online at 4.00 PM on 18.07.2024 at the Registered Office of the TANMAG by the Committee authorized by the tender accepting authority.



- ii. 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.
- iii. The 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.
- iv. 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.
- v. 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.
- vi. If any information furnished by the bidder is found to be incomplete, or contained in formats other than those specified herein, TANMAG may, in its sole discretion, exclude the relevant offer for qualifying in eligibility criteria.
- vii. 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.
- viii. 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.

- ix. 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 thereto shall be in writing / e-mail.
- x. 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.
- xi. The bidders declared as qualified by the Committee, will be informed on the date of opening of Price bid.
- xii. The non-qualified bidders will be informed through the tn.tender portal and their EMD refund process will be initiated automatically through tn.tenders portal.

**19. CONFIDENTIALITY:**

- i. 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.

- ii. 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.
- iii. TANMAG will not return any bid, or any information provided along therewith.

**20. EVALUATION OF THE PRICE:**

- i. 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 Dunite Loading using JCB (80%) with Manpower (20%) from Dunite stockyard near RKD Premises to Customer's vehicles put together will be adjudged as L1.
- ii. On two or more Bidders quoting 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.
- iii. In case, a tie still persists after the procedure contained in clause 20(ii), 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:**

- i. The bidder who is adjudged as L1 will be invited for price negotiations for further reduction of rates.

- ii. Upon finalization of negotiated rate, TANMAG will issue work order to the successful bidder.

**22. SECURITY DEPOSIT:**

- i. On receipt of the work order from TANMAG, the successful bidder should remit a Security Deposit (SD) of 5% 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 or irrevocable Bank Guarantee with a validity period of 15 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.
- ii. Any amount pending with TANMAG will not be adjusted under any circumstances, against the Security Deposit if so requested.
- iii. EMD & Security Deposit amount remitted will not earn any interest.
- iv. 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:**

- i. 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.

- ii. 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.
- iii. 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 or will be black listed in TANMAG.

**24. CONTRACT PERIOD:**

- i. The contract is for a period one year. TANMAG at its sole discretion shall extend the contract period on mutually agreed terms.
- ii. Rescheduling the Contract period;
  - a. 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 effected up to the end of the awarded contract period as per TANMAG requirement. The extension shall be at the sole discretion of TANMAG.
  - b. 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:**

- i. No advance is permissible.
- ii. Payments will be made on Dunite dispatched quantity on monthly basis based on the work involved.
- iii. The Weighment as per the records of the TANMAG Weigh Bridge is final.

- iv. The bidder should remit the GST collected from TANMAG every month within the due date and submit the proof for verification. Payments will be processed only after verifying the remittance of GST for the previous month.
- v. The service charge / rate finalized and approved in the tender will hold good for whole period of contract.
- vi. TANMAG also reserves the right to recover any dues / excess payment from the bidder, which is found on 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:**

- i. The Bidders must comply with the provisions of Contract Labour (Regulations & Abolition) Act 1970.
- ii. License from concerned Labour Department for work done during earlier period should be enclosed along with Technical bid.
- iii. 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.
- iv. The successful Bidder should load the quantity on daily basis fixed by the TANMAG. If the bidder fails to load the targeted quantity, the Bidder will be penalized accordingly. The performance will be reviewed for half-yearly basis. Accordingly the penalty will be levied / adjusted or refunded.

- v. The bidder is required to submit the following documents pertaining to the Contract period for settlement of Retention Money / Security Deposit:
  - a. Attendance Register.
  - b. Payment of Wage Register.
  - c. Payment of Bonus / Festival Advance /Leave with wages.
  - d. Proof for the disbursement of Identity Cards, Issuance of safety shoes and other welfare amenities agreed in the Contract.
  - e. PAN and Aadhaar of each contract worker.
  - f. PF/EPS/Group Insurance remitted - Original Challans shall be submitted.
  - g. No dues certificate from the HOD(s) where the Bidder was assigned to work to be submitted along with recommendation to release the SD.
  
- vi. The TANMAG reserves the right to terminate the Contract (or) proceed with suitable & alternate arrangements 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.
  
- vii. The bidder shall follow the S.O.P (Safe/Standard Operating Procedures) for all the manual and machinery operation inside the working area of Dunite stockyard near RKD Premises.
  
- viii. The bidder shall engage 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.
  
- ix. The bidder has to make necessary arrangement 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.

- x. The bidder should remit EPF amount directly in 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 the TANMAG every month only after which the bills will be processed.
- xi. 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.
- xii. 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.
- xiii. The bidder should pay holiday wages to their manpower for the notified holidays, as declared by the TANMAG for TANMAG employees during the Contract period.
- xiv. The bidder should pay minimum Bonus of 8.33% p.a of the wages as per Bonus Act to their workers before Deepavali Festival.
- xv. Male and female workers have to be paid equal wages engaged in similar nature of work.
- xvi. The bidder should pay leave with wages in accordance with Act.
- xvii. The bidder and their employees can avail TANMAG 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/-, Lunch Rs.60/- and Dinner Rs.50/- per head will be charged].



- xviii. The rate(s) of wages payable should not be less than the rates prescribed under Notification issued by the District Collector's order, Salem for workmen engaged for work above ground for Unskilled, Semi-Skilled, Supervisory Skilled & Highly Skilled workmen.
- xix. As and when the rate(s) are revised by the District Collector, Salem, the Bidder should pay the revised rate from the date of notification given effect.
- xx. Before quoting the rate(s) for the above work to be carried out near RKD Factory premises the bidders are advised to ascertain the nature of work at the work place clearly and conditions prevailing therein.
- xxi. An amount of Rs.90/-per head is to be sent to the Licensing Officer by the Bidder along with the application and an amount of Rs.1,100/- towards fee for grant of license, proof has to be submitted to avoid delay and for strict compliance.
- xxii. The Contractor should provide photo identity card, soap, hand kerchief, 2 sets of uniform, mask, helmet, other safety equipment, canteen token and free meals as specified in the Labour Act. If not provided the same will be issued at actual expense on chargeable basis along with 50 % of additional cost as handling charges. This amount will be deducted from the tenderer's monthly bill.
- xxiii. All the statutory registers and records have to be maintained by the Bidder and make available for inspection as and when required.
- xxiv. 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 monthly bill.

- xxv. 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.
- xxvi. 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.
- xxvii. 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.
- xxviii. To abide by the provisions of other labour laws which are applicable to Contract workmen and also maintain Registers and Records wherever necessary.
- xxix. To meet any other obligation in general to maintain smooth and efficient working for industrial harmony.
- xxx. 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 as reference).
- xxxi. 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.
- xxxii. Income Tax Permanent Account Number and GST Registration (scanned) copies should be submitted along with the Technical bid. Composite

Service Provider under GST should disclose the same in the technical document.

- xxxiii. 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.
- xxxiv. 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 arise for TANMAG against the work done by the bidder, the same shall be recovered in any work at any point of time.
- xxxv. 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.
- xxxvi. The successful Bidder should obtain the temporary entry pass for the employees who are engaged for the execution of the Contract work from security Department. No one will be allowed to enter into RKD 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.
- xxxvii. TANMAG will not provide any machinery/equipment for the successful bidder for any job.
- xxxviii. Any non-compliance of any account enumerated from tender clause 26(i) to 26(xxxvii) will result in deduction from security deposit and or any other amount due from the TANMAG to meet the liability towards compliance.

**27. PENALTY:**

- i. The bidder has to arrange his own Machinery with minimum required Manpower to load the Dunite lumps a minimum quantity of 350 MT and maximum of 600 MT per day to Customer's Vehicles from Dunite stockyard near RKD Premises without any delay as per instruction. Failing which penalty will be levied @ Rs.10/MT for the short fall quantity, if sufficient Dunite available at Dunite stockyard /Vehicle deputed by customer for loading. The penalty will be deducted month - on- month basis.
- ii. If the bidder not provided JCB for loading (or) breakdown of JCB (or) absence of JCB operator (or) not make an alternate arrangement for loading the Dunite to customer's vehicle, the Penalty will be levied @ Rs.5,000/- per day.
- iii. The performance will be reviewed for half-yearly basis. Accordingly the penalty will be levied / adjusted or 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 of contract for non-fulfillment of obligations, the bidder is liable to be black listed.

**29. GENERAL CONDITIONS:**

- i. The bidder should furnish the list of workers engaged before commencement of contract along with PAN and Aadhaar details.
- ii. The bidder should open 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.

- iii. The employee has to undergo pre-medical examination before engaging them for work. This will be done at TANMAG Dispensary by Medical Officer except the X-ray, Audiometry, and Pulmonary Function Test (PFT) which has to be arranged by the Bidder from outside clinic immediately.
- iv. The TANMAG 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.
- v. TANMAG will not have any liability towards the manpower appointed by the bidder for implementation of the work order.
- vi. TANMAG reserves the right to appoint alternate Contractor if required and the cost of the entire differential amount will be recovered from the Contractor in addition to penal action.
- vii. TANMAG reserves the right to reject any or all the tenders without assigning any reasons whatsoever.
- viii. TANMAG reserves the right to allocate the work to multiple contractors.
- ix. Before submitting the quotations, the bidders are requested to inspect the site and study the nature of the work near our RKD factory premises and clarify the doubts if any with the Deputy Manager (Mktg.)/ Factory Manager (RKD) / concern 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:

E-MAIL ID:

**ANNEXURE - I.**  
**COVERING LETTER.**

**PART-I**

**Date:\_\_\_\_\_**

From

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Deputy Manager (Marketing),  
Tamil Nadu Magnesite Limited,  
5/53 Omalur Main Road,  
JagirAmmapalayam Post,  
Salem 636302.

Sir,

Sub : Tender for selection of Contractor for Dunite Loading to Customer's Vehicles from Dunite Stockyard near RKD Premises using JCB (80%) with Manpower (20%) - 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 Dunite Loading to Customer's Vehicles from Dunite stockyard near RKD Premises using JCB (80%) with Manpower (20%) for a period one year as specified by TANMAG in this tender document.

We enclose the following scanned 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) Declaration for not having any pending in respect of statutory authorities in earlier/ existing contract (Annexure-VI).
- 9) Copy of certificate of incorporation/ registration.
- 10) Copy of Memorandum and Articles of Association.
- 11) Copy of Registered Partnership deed, in case of Partnership Firm.
- 12) The tenderer should have previous experience of at least two years out of five years in material handling in labour oriented contract or shifting, loading, transferring, sorting, packing and stacking of minerals by using machineries/earth movers with adequate manpower.
- 13) The Annual Report/certified copies of Balance Sheet, Profit & Loss statement for latest five preceding financial years showing the average turnover of Rs.30 lakhs (i.e. 2019-20, 2020-21, 2021-22, 2022-2023 and 2023-2024).
- 14) Copy of GST Registration certificate.
- 15) Registration certificate of the vehicle/Machinery (if applicable).
- 16) EPF Regn. Code No & copies of remittance of PF to workers in preceding contracts shall be enclosed.
- 17) Latest I.T returns.
- 18) Notarized translated English version of the documents in a language other than English/Tamil, if any.

**Yours faithfully,**

**SIGNATURE OF THE BIDDER.  
(With seal and address)**

**Encl: As stated above**



**ANNEXURE - II.**  
**DETAILS OF THE BIDDER.**

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

**SIGNATURE OF THE BIDDER**  
**(With seal and Address)**

**ANNEXURE -III.**

**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	
	Total	
Average annual turnover		

DATE:

**SIGNATURE OF THE BIDDER.  
(With seal and Address)**

**SIGNATURE OF CHARTERED ACCOUNTANT  
(With seal and Address)**

**ANNEXURE - IV.**

**CERTIFICATE.**

Date: \_\_\_\_\_

Certified that M/s...../ the firm /  
partners / shareholders had not been blacklisted by Tamil Nadu Magnesite Limited  
(TANMAG), or by any Government Agencies

**SIGNATURE OF THE BIDDER.**  
**(with seal and address)**

**ANNEXURE - V.**

**DECLARATION FORM (A).**

Date: \_\_\_\_\_

- a) I/We ..... having our office 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 Dunite Loading using JCB (80%) with Manpower (20%) from Dunite yard at RKD Premises to Customer's Vehicles for a period of one year and complete the contract as per the tender conditions.
- b) I/We have downloaded the tender document from the internet site [www.tenders.tn.gov.in/](http://www.tenders.tn.gov.in/) [www.tanmag.org](http://www.tanmag.org) and I / We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with TANMAG or prosecuted.

**SIGNATURE OF THE BIDDER.  
(With seal and address)**

**ANNEXURE - VI.**

**DECLARATION FORM (B).**

- a) I/We ..... having our office 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 **Dunite Loading to Customer's Vehicle from Dunite Stockyard near RKD premises using JCB (80%) with Manpower (20%) for a period of one year** and complete the contract as per the tender conditions.
- b) 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.
- 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 pending 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).

**ANNEXURE - VII.**

**CLARIFICATION OF TENDER DOCUMENT FORMAT.**

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

**SIGNATURE OF THE BIDDER**  
(With seal and address)

**ANNEXURE - VIII.**

**PART-II**

From

Name:

Address:

Ph:

Fax:

E-mail:

To

The Deputy Manager (Marketing)  
Tamil Nadu Magnesite Limited,  
5/53 Omalur Main Road,  
JagirAmmapalayam Post,  
Salem 636302.

Sir,

Sub : Tender for selection of Contractor for Dunite Loading to Customer's Vehicles from Dunite stockyard near RKD Premises using JCB (80%) with Manpower (20%) for one year - Submission of Part II - Price Offer-Reg.

Ref : Our tender (Technical Bid) submitted for selection of Contractor for "Dunite Loading to Customer's Vehicles from Dunite stockyard near RKD Premises using JCB (80%) with Manpower (20%)" - for a period of one year.

----

In continuation of our above tender, I/we submit herewith the price offer for "Dunite Loading to Customer's Vehicles from Dunite stockyard near RKD Premises using JCB (80%) with Manpower (20%)" for a period of one year. Submission of Part-1 as specified by TANMAG in this tender document. I/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,

SIGNATURE OF THE BIDDER.



**ANNEXURE - IX.**

**CHECKLIST OF DOCUMENTS.**

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

<b>S.No.</b>	<b>Checklist</b>	<b>Enclosed (Yes/No)</b>	<b>Reference in the Bid (Page No.)</b>
1.	A covering letter on your letter head addressed to, The Deputy Manager (Marketing) 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.	Details of all machinery/vehicles offered.		
9.	R.C book& all other related documents in original should be produced for verification.		
10.	Registration certificate of the vehicle/Machinery.		
11.	Bill copy for particular Model, Serial Number (Chassis/Engine) of the machinery.		
12.	The bidder should have previous experience of at least two years out of five years in material handling in labour oriented contract or shifting, loading, transferring, sorting, packing and stacking of minerals by using machineries/earth movers with adequate manpower.		
13.	Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-III).		
14.	The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the latest 5 consecutive financial years i.e. 2019-20, 2020-21, 2021-22 2022-2023 and 2023-2024.		
15.	EPF Regn. Code No.& copies of remittance of PF to workers in preceding contracts.		
16.	Copy of GST Registration certificate.		
17.	Valid Insurance for the machinery in the name of the bidder.		
18.	Permit validity certificate.		
19.	Valid Emission Test Certificate if applicable.		
20.	Declaration for not having black listed either by TANMAG or by any other Govt. agencies (as per Annexure-IV).		
21.	Declaration for not having tampered the Tender documents downloaded from the website <a href="http://tntenders.gov.in/www.tanmag.org">http://tntenders.gov.in/www.tanmag.org</a> (Annexure-V).		
22.	Declaration for not having any pending in respect of statutory authorities in earlier/ existing contract (as per Annexure-VI).		
23.	Latest I.T returns.		
24.	Notarized translated English version of the documents in a language other than English/Tamil, if any.		

**Documents to be enclosed in Part-II**

<b>S.No.</b>	<b>Checklist</b>	<b>Enclosed (Yes/No)</b>
1.	A covering letter on the letter head addressed to The Deputy Manager (Marketing) TANMAG. (as per Annexure-I & VIII).	