

Tamil Nadu Magnesite Limited  
(A Govt. Of Tamil Nadu Undertaking)  
5/53, Omalur Main Road,  
Jagir Ammapalayam Post  
Salem - 636 302  
Tamil Nadu.

CIN : U27109TZ1979SGC000834  
GSTIN : 33AAACT9933A1ZM



**E-TENDER REFERENCE No. 4 / M(M) / SPOIL DUMP / 2025-26 DT. 03.12.2025**

**E-TENDER FOR SHORT TERM CONTRACT FOR HIRING  
OF 1 UNIT OF EXCAVATOR WITH SCREEN ATTACHMENT  
FOR 30 DAYS ON RENTAL BASIS TO RECOVER MINERALS  
FROM 8,000 MT OF SPOIL AT SPOIL DUMP.**

Publishing date	03.12.2025 14.00 hrs.
Bid document downloaded/start date	03.12.2025 14.00 hrs.
Pre Bid meeting	10.12.2025 11.00 hrs.
Bid Submission end date	17.12.2025 14.00 hrs.
Date of Opening of Bid	18.12.2025 14.00 hrs.
EMD	Rs.18,000/-

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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.

<b>1.</b>	<b>PREAMBLE</b>
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TamilNadu Magnesite Limited (TANMAG), a Government of TamilNadu 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 (RM) 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. Mining operations are being carried out by conventional method which involves the process of Drilling, Blasting, Manual Segregation of Raw Magnesite & Dunite and Waste Spoil Dumping. After blasting Raw Magnesite and Dunite are manually segregated from the run-off Mines (ROM) and the Remaining Materials being transported to dump yard using excavators and tippers. During blasting Some Magnesite lumps & Dunite crumbles into smaller pieces. Hence during manual picking from the ROM method, smaller size of raw Magnesite and Dunite were not picked out and dumped in the spoil bank. In order to recover the raw Magnesite and Dunite from the spoil dump, TANMAG intends to select a Contractor to recover the raw Magnesite and Dunite by using required machineries and man power at Mines spoil dump for a period of one month. In this context, TANMAG invites e-tenders from reputed contractors in “Two Cover System” through transparent bidding process. The Tender notification has been published fixing the date of opening of tender as 03.12.2025 at 14.00 hrs.

<b>2.</b>	<b>SCOPE OF WORK</b>
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The scope of work would inter-alia include the following:

- a. The successful bidder shall screen 8000 MT of spoil from spoil dump by using excavator with screen attachment in Spoil Dump with required men & Machinery and its accessories having capacity to handle around 40 MT and above/hour.
- b. The successful bidder shall segregate Raw Magnesite and Dunite from the screened materials and to be stacked separately by size wise in Raw Magnesite and (Hard and Soft) in Dunite by engaging required manpower at Mines, Thathiengarpatti, Salem-12.

- c. All machineries / equipments, tools and implements along with manpower required for undertaking the works stipulated in clause 2 (a & b) shall be arranged by the bidder.
- d. The bidder shall handle 40 MT and above per hour. The work shall be carried out in General shift (8am-5pm) only.
- e. The successful bidder shall carry out the work in all working days continuously during the contract period.
- f. For spreading of screened material the bidder shall engage one JCB.
- g. Picked out the Raw Magnesite and Dunite has to be well cleaned, dressed and segregated from the screened materials.

The bidder 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 bidder and recovery will be imposed on the bidder accordingly.

### 3. TECHNICAL SPECIFICATION OF MACHINERIES

The successful bidder shall deploy Excavator with screen attachment to screen crembled Raw Magnesite and Dunite materials from Spoil Dump with capacity of 0.9 to 1.2Cu.M of KOBELCO, TATA HITACHI, HYUNDAI, KIRLOSKAR MAKE or equivalent make model, capacity of 40MT and above per hour and JCB for Spreading the screened materials to collect Raw Magnesite and Dunite.

(1)	Excavator with screen attachment for Handling and Screening materials	200 LC or above	No of Machineries required 1
(2)	JCB for spreading the screened materials		1
(3)	Handling and screening capacity	40 MT and above per hour	
(4)	Fractions /Size	i) 0-20mm ii) Above 20mm	
(5)	Model	2018 or later	

- a. All machineries mentioned above are minimum requirements and the successful bidder shall deploy adequate machineries required to achieve the screening target.
- b. The successful bidder shall appoint a supervisor to supervise the works undertaken at mines and the person shall be present throughout the working hours. Necessary records as required for statutory purpose to be maintained by the successful bidder and shall be produced for cross verification of any data by TANMAG officials.

**4.**

**ROLES AND RESPONSIBILITIES OF THE BIDDER**

1. The contractor has to deploy required machinery and manpower to undertake the work of Screening at our mines Spoil Bank - Segregation, Collection & stacking of Raw Magnesite and Dunite from the Screened materials.
2. The contractor has to provide the list of machineries and manpower engaged for the work.
3. The Contractor shall follow the S.O.P (Safe/Standard Operating Procedure) for all men and machinery operation inside the Mines

**5.**

**ROLES AND RESPONSIBILITIES OF TANMAG**

1. Area of Dump location will be decided by TANMAG officials.
2. Providing drinking water upto the storage tank.
3. TANMAG would provide medical / canteen facility on chargeable basis.

6.		QUALIFICATION CRITERIA	
Clause	Qualification Criteria	Supporting Documents/Remarks	
(1)	The Bidder should be a registered legal entity and should be in existence for the past 3 years as on date of bid submission	(i) In case of Private / Public Limited Companies / LLP. <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>	
(2)	The bidder shall be the owner / lessee of Excavator with Screen Attachment having capacity of 200LC & above and JCB as per tender specifications.	Necessary proof for the same should be uploaded (Invoice, Insurance , Road permit for JCB etc.,)	
(2)	The bidder should have work experience in material handling in Mines or crushing unit on hire basis for a period of minimum 3 Months in any Govt. / Local bodies / Private Company in single or multiple orders from April-2022 to March-2025.	Necessary work orders copies and respective completion certificate and performance certificates for the work carried out should be submitted as a documentary proof.	
(3)	The Bidders should have sound financial background. The bidders should have a average turnover of minimum Rs.50 Lakhs for the last 3 consecutive financial years from April-2022 to March-2025	Turnover certified by registered Chartered Accountant with UDIN.	

(4)	The bidder should have a valid GST registration certificate.	Copy of GST registration certificate to be furnished
(5)	The Bidder should not have been banned / blacklisted by any Government 'or' PSU during the last three years from April-2022 to March-2025.	A self-declaration to be submitted. (Annexure - V)
(6)	The machineries shall be own / lease.	Necessary Documents should be furnished. (Annexure - III)

**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 VI).

**9. SITE VISIT**

Intending bidders shall visit the mines site during working days from 8 am to 5 pm from 04.12.2025 to 16.12.2025 and shall get themselves thoroughly acquainted with the local site condition, which will help the bidders to consider all such factors for their estimation. 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 visit, bidders are requested to contact Manager (Mines) - 9442700734.

10.	<b>PRE-BID MEETING</b>
<p>a. Pre-bid meeting will be conducted on 10.12.2025 through online at 11.00 hrs, TANMAG’s Registered Office, Salem, Tamil Nadu during which the prospective bidders can get clarifications about the tender. The bidders shall send their queries in writing through mail to <a href="mailto:tanmag.salem@gmail.com">tanmag.salem@gmail.com</a>, if any at least two working days prior to the pre-bid meeting date.</p> <p>b. The bidders are advised to check <a href="http://www.tanmag.org">www.tanmag.org</a> 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, time of pre-bid meeting, corrigendum etc. Non-attending pre-bid meeting is not a disqualification.</p>	
11.	<b>CLARIFICATION ON THE TENDER DOCUMENT</b>
<p>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 Manager (Mines), Tamil Nadu Magnesite Limited, 5/53, Omalur Main Road, Jagir Ammapalayam Post, Salem - 636 302” or through e-mail to <a href="mailto:tanmag.salem@gmail.com">tanmag.salem@gmail.com</a> 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 clarification on <a href="http://www.tntenders.gov.in/nicgep/app">www.tntenders.gov.in/nicgep/app</a> 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 two working days of the pre-bid meeting.</p>	
12.	<b>AMENDMENT OF TENDER DOCUMENT</b>
<p>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="http://www.tanmag.org">www.tanmag.org</a>, <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> and the same will be binding on all Applicants or Respondents or Bidders, as the case may be.</p>	

<b>13.</b>	<b>AUTHORISATION OF THE BIDDER</b>
<p>The Tender should be signed on each page by the bidder or by the person who is duly authorized by the bidder with appropriate seal.</p>	
<b>14.</b>	<b>SUBMISSION OF TENDER IN TWO COVER SYSTEM</b>
<p>a. The eligible bidders shall participate in bidding only in online mode through the website <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> under two cover system</p> <p style="padding-left: 40px;">(i) Technical Bid and</p> <p style="padding-left: 40px;">(ii) Financial Bid in prescribed format (BoQ).</p> <p>b. Bidders are allowed to submit the bid on or before 14.00 hrs on 17.12.2025. The 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.</p> <p>c. All the documents in support of eligibility criteria are to be scanned clearly and uploaded along with the tender documents in the designated website. (subject to verification of originals at the time of opening of Technical bid)</p> <p>d. The bidder should quote the price in the Price-Bid as per the format (BoQ) given in the E-tender portal.</p> <p>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 Controller of Certifying Authorities (CCA).</p> <p>f. No bidder shall submit more than one bid.</p> <p>g. 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.</p> <p>h. 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.</p>	

15.

**EARNEST MONEY DEPOSIT & TENDER SUBMISSION**

- a. EMD for the tender is fixed as or @ Rs.18,000/- (Rupees eighteen thousand only). 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.
- b. Tenders should be submitted through online e-portal URL, address <https://tntenders.gov.in/nicgep/app>
- c. Bid submission through online ends on 17.12.2025 at 14.00 hrs.
- d. 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.
- e. EMD Exemption can be availed by enclosing a certificate issued by the competent authority (viz MSME / NSIC, etc..) along with technical offer.
- f. 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 Announcements is available in left side of the Home Page. The bidders should follow the Instructions step by step for online payment submission.
- g. The EMD amount should be the exact amount and amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid.
- h. The EMD will not carry any interest.
- i. 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 / local issues.

- j. 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 Govt., only and not in TANMAG’s account. Hence, refund process will be initiated automatically through 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.

<b>16.</b>	<b>PRICE BID</b>
<ul style="list-style-type: none"> <li>a. The price bid should be submitted only in electronic form as per the prescribed format (BoQ) given in the tender portal.</li> <li>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.</li> </ul>	
<b>17.</b>	<b>VALIDITY</b>
<p>The rate quoted in the Tender should be valid for the acceptance by TANMAG for a minimum period of <b>30 days</b> from the date of opening of the Tender.</p>	
<b>18.</b>	<b>OPENING AND EVALUATION OF THE TENDER</b>
<ul style="list-style-type: none"> <li>a. The tenders received up to 14.00 hrs on 17.12.2025 will be taken up for opening. The technical bid will be opened online at 14.00 hrs on 18.12.2025 at the Registered Office of the TANMAG by the Committee authorized by the tender accepting authority.</li> <li>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.</li> </ul>	

- 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 herein, 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 thereto shall be in writing / e-mail.
- j. If a bidder does not provide clarifications sought during evaluation 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. Qualified / Non qualified (with reasons) bidders and the date of opening of Price bid will be updated in the portal.

<b>19.</b>	<b>CONFIDENTIALITY</b>
<p>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.</p> <p>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.</p>	
<b>20.</b>	<b>EVALUATION OF THE PRICE</b>
<p>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 undertaking Screening and related work using men &amp; machinery at mines will be adjudged as L1.</p> <p>b. In the event that, two or more bidders quote the same 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.</p> <p>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.</p>	

21.	<b>AWARD OF CONTRACT</b>
<p>a. The bidder who is adjudged as L1 will be invited for price negotiation in online for further reduction of rates.</p> <p>b. Upon finalization of negotiated rate, TANMAG will issue work order to the successful bidder.</p>	
22.	<b>SECURITY DEPOSIT</b>
<p>a. On receipt of the work order from TANMAG, the successful bidder should remit a Security Deposit (SD) @ 5% of 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 3 months in favour of "TAMILNADU 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.</p> <p>b. Any amount pending with TANMAG will not be adjusted under any circumstances, against the Security Deposit if requested also.</p> <p>c. EMD &amp; Security Deposit amount remitted will not earn any interest.</p> <p>d. If the Security Deposit amount is not paid within the time specified, the EMD remitted by the bidder shall be forfeited, besides cancellation of Work Order.</p>	
23.	<b>AGREEMENT</b>
<p>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.</p> <p>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 also.</p>	

- 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 or black list the bidder upto a maximum period of 5 years.

**24.**

**CONTRACT PERIOD**

- a. The contract is for a period of 30 days. TANMAG at its sole discretion shall extend / shorten 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 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. The Contractor shall ensure the minimum screening quantity of 40 MT / hour. If the bidder screened less than 40 MT / hour, rental payment will be made proportionately.
- c. The bidder shall ensure to operate the machinery (excavator with screen attachment) not less than 6 hours per day.
- d. The payment will be made on completion of entire specified tender work.
- e. The bidder should remit the GST collected from TANMAG.

- f. 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 BIDDERS**

- a. The bidders must comply with the provisions of Contract Labour (Regulations & Abolition) Act 1970.
- b. License from concerned Labour Department for work done during earlier period should be enclosed along with 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 is required to submit the following documents pertaining to the Contract period for settlement of Retention Money / Security Deposit:
- i. Attendance Register.
  - ii. Payment of Wage Register.
  - iii. Quantity screened per day in the daily log book or registers.
  - iv. Proof for the disbursement of Identity Cards, Issuance of safety shoes and other welfare amenities.
  - v. PAN and Aadhaar of each contract worker.
  - vi. PF / EPS / Group Insurance remitted - Original Challans.
  - vii. No dues certificate from the HOD(s) where the Bidder was assigned to work to be submitted along with recommendation to release the SD.
- e. 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 from the bill amount and if the payment exceeds the value finalized, the same will be adjusted in Security Deposit also.

- f. 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 shall be complied with. Copy of Traffic Rules will be issued to the successful Tenderer.
- g. The bidder shall follow the S.O.P (Safe/Standard Operating Procedures) for all the manual and machinery operation inside the mines.
- h. The bidder shall engage efficient workman, not more than 60 years of age and medically fit to work in the mines. Workmen above 60 years of age and less than 18 years shall not be allowed to work in the mines. Proof of age has to be produced during commencement of contract.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. Male and female workers have to be paid equal wages engaged in similar nature of work.

- o. The bidder should pay leave with wages in accordance with Mines Act 1952.
- p. 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]
- q. 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.
- r. As and when the rate(s) are revised by 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.
- s. Before quoting the rate(s) for the above work to be carried out at Mines the Tenderers are advised to ascertain the nature of work at the work place clearly and conditions prevailing therein.
- t. The Bidder has to issue safety shoes, helmets, Identity Card and other safety appliances (DGMS approved) while commencing the work. Contract employees who were found to be present for work without such identity card, safety items like helmet, shoes will not be allowed to work.
- u. All the statutory registers and records has to be maintained by the Bidder and make available for inspection as and when required.
  - i. 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.
  - ii. The payment of wages to the workers should be made before the due date and this should not be linked with settlement of bills by the TANMAG.
- v. 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 bill without fail.

- w. Dispensary as chargeable basis.
- x. 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, 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.
- y. To abide by the provisions of other labour laws which are applicable to Contract workmen and also maintain Registers and Records wherever necessary.
- z. To meet any other obligation in general to maintain smooth and efficient working for industrial harmony.
- aa. 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)
- bb. 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.
- cc. Income Tax Permanent Account Number and GST Registration (scanned) should be submitted along with the Technical bid. Composite Service Provider under GST, should disclose the same in the technical document.
- dd. 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.
- ee. 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.
- ff. 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.

gg. No one will be allowed to enter into Mines Division and other premises without the temporary entry pass. This pass should be renewed before the expiry date by giving advance requisition. On expiry, the temporary pass must be surrendered to the Security Department.

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

ii. The bidder should have their authorized Male Representatives at Mines and obtain the authorization from Manager (Mines) in writing. The Bidder(s) representatives should be present at the work spot every day during the working hours.

jj. The bidder will be responsible for the loss of work caused by the delay in replacement of equipment's.

kk. TANMAG will not provide any machinery/equipment for bidder for any job.

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

mm. Any non-compliance of any account enumerated from tender clause 2(a) to (ll) will result in deduction from security deposit and or any other amount due from the TANMAG to meet the liability towards compliance.

**27.**

**PENALTY**

1. In case of Machineries under repair at TANMAG's site, the spare Excavator with screener attachment shall be operated within next 48 hours. Failing which, the company will levy a penalty of Rs. 2,000/- per day starting from the first day.

2. The Company reserves the right to terminate the contract and proceed with suitable alternate arrangements and the additional expenditure/loss incurred due to failure of the Excavator with screener attachment in bucket will be levied on the Contractor.

<b>28.</b>	<b>TERMINATION OF CONTRACT</b>
<p>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.</p>	
<b>29.</b>	<b>GENERAL CONDITIONS</b>
<p>a. The bidder shall also insure the employees engaged for the Contract and produce necessary evidence in this regard before commencing the Contract.</p> <p>b. The bidder should furnish the list of workers engaged before commencement of contract along with PAN and Aadhaar details.</p> <p>c. 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.</p> <p>d. The employee have to undergo pre-medical examination before engaging them for work in the Mines. 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.</p> <p>e. 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.</p> <p>f. TANMAG will not have any liability towards the manpower appointed by the bidder for implementation of the work order.</p> <p>g. TANMAG reserves the right to appoint alternate Contractor and the cost of the entire differential amount will be recovered from the Contractor in addition to penal action.</p> <p>h. TANMAG reserves the right to reject any or all the tenders without assigning any reasons whatsoever.</p> <p>i. TANMAG reserves the right to allocate the work to multiple contractors.</p> <p>j. The supply of Diesel, Lubricating oil etc., shall not be under the scope of TANMAG and the bidder should make his own arrangements.</p>	

k. Before submitting the quotations the tenderer is requested to inspect the site and study the nature of the work at our mines and clarify the doubts if any with the concerned Mining 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:**

PART-I

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

From

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Manager (Mines)  
Tamil Nadu Magnesite Limited,  
5/53 Omalur Main Road,  
Jagir Ammapalayam Post,  
Salem 636302.

Sir,

Sub : Tender for selection of Contractor for short term contract for hiring of Excavator with screen attachment in Spoil Dumps with required manpower, Machinery and its accessories for 30 days on rental basis - Submission of Part I - Reg.

Ref: Your Tender Notice : 4/M(M)/SPOIL DUMP/ 2025-26 DT. 03.12.2025

With reference to your tender notice, we submit herewith our e- tender for the selection of bidder for short term contract for hiring of Excavator with screen attachment in Spoil Dumps with required manpower, Machinery and its accessories for 30 days on rental basis to recover minerals from 8,000 MT of spoil at spoil dump as specified by TANMAG in this tender document.

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) Details of all machineries offered with required test certificate
- 6) Average annual turnover statement for the past 3 years duly certified by a Chartered Accountant (as per Annexure-IV).
- 7) Declaration for not having black listed either by TANMAG or by any other Govt. agencies (as per Annexure-V)
- 8) Declaration for not having tampered the Tender documents downloaded from the website <http://tntenders.gov.in/> [www.tanmag.org](http://www.tanmag.org) (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) Work order and completion certificate issued by the clients for successfully handled materials in mines or crushing unit on hire basis for a period of minimum 3 months in anyone of the last three financial year (as on date of bid submission)
- 13) The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the last 3 consecutive financial years showing Rs.50 Lakhs average turnover in the financial years i.e. FY 2022-23, 2023-24 and 2024-25.
- 14) Copy of GST Registration certificate
- 15) Registration certificate of the vehicle / Machinery (if applicable)
- 16) Permit validity certificate (wherever applicable)
- 17) Details of Machineries available
- 18) Valid Emission Test Certificate if applicable
- 19) EPF Regn. Code No.& copies of remittance of PF to workers in preceding contracts shall be enclosed
- 20) I.T return for 3 financial years i.e. FY 2022-23, 2023-24 and 2024-25.
- 21) Notarized translated English version of the documents, if a language other than English / Tamil.

**Yours faithfully,**

**SIGNATURE OF THE BIDDER WITH NAME AND SEAL**

**Encl: As stated above**

## 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 NAME AND SEAL

Signature of the bidder with seal and address

## DETAILS OF EXCAVATOR AND JCB SETS OFFERED

SL.NO	Make		Capacity		Model
			Model(LC)	Bucket capacity(CBM)	

**Note :**

Related documents in original should be produced for verification

**ANNUAL TURN OVER STATEMENT**

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

(From April-2022 to March 2025).

S.No.	Financial Year	Turnover (₹ in lakh)
1	2022-2023	
2	2023-2024	
3	2024-2025	
	Total	
Average annual turnover		

DATE:

SIGNATURE OF THE BIDDER WITH NAME & SEAL

SIGNATURE OF CHARTERED ACCOUNTANT

(With Membership Number, UDIN, seal and Address)

**CERTIFICATE**

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

Certified that M/s...../ the firm / or its 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)

DECLARATION FORM

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 handling of 8000 MT of spoil with excavator with screener attachment at Mines for a period of period of 30 days 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)**

## CLARIFICATION ON TENDER DOCUMENT FORMAT

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

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

PART-II

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

The Manager (Mines)

Tamil Nadu Magnesite Limited,

5/53 Omalur Main Road,

Jagir Ammapalayam Post,

Salem 636302.

Sir,

Sub : Tender for selection of short term contract for hiring of Excavator with screen attachment in Spoil Dumps with required manpower, Machinery and its accessories for 30 days on rental basis to recover minerals from 8,000 MT of spoil at spoil dump - Submission of Part II - Price Offer-Reg.

Ref : Our tender (Technical Bid) submitted for “for Excavator with screen attachment in Spoil Dumps with required manpower, Machinery and its accessories for 30 days on rental basis”

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In continuation of our above tender, we submit herewith the price offer for short term contract for hiring of Excavator with screen attachment in Spoil Dumps with required manpower, Machinery and its accessories for 30 days on rental basis to recover minerals from 8,000 MT of spoil at spoil dump - 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,

SIGNATURE OF THE BIDDER WITH NAME AND SEAL

## 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 letter head addressed to, The Manager(Mines), 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 offered along with required test certificates obtained from OEM		
9.	Work order and completion certificate issued by the clients for successfully handled materials in Mines or crushing unit on hire basis for a period of minimum 3 Months in anyone of the last three financial year (as on date of bid submission)		
10.	Average annual turnover statement for the past 3 years duly certified by a Chartered Accountant (as per Annexure-IV)		
11.	The Annual Report / certified copies of Balance Sheet, Profit & Loss statement for the 3 financial years showing Rs.50 Lakhs average turnover in the financial years i.e. FY 2022-23, 2023-24 and 2024-25.		
12.	Valid Emission Test Certificate if applicable		

S.No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
13.	EPF Regn. Code No.& copies of remittance of PF to workers in preceding contracts		
14.	Copy of GST Registration certificate		
15.	Declaration for not having black listed either by TANMAG or by any other Govt. agencies (as per Annexure-V)		
16.	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-VI)		
17.	I.T return for 3 financial years i.e. FY 2022-23, 2023-24 and 2024-25.		
18.	Notarized translated English version of the documents, if a language other than English / Tamil.		

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

S.No.	Checklist	Enclosed (Yes / No)
1.	A covering letter on the letter head addressed to The Manager (Mines), TANMAG (as per Annexure-VIII)	

**FORMAT FOR PRICE OFFER**  
**(To be submitted in this format only)**

**E-TENDER REFERENCE No. 4/M(M)/SPOIL DUMP/2025-26 DT.03.12.2025**

**E-TENDER FOR SHORT TERM CONTRACT FOR HIRING OF 1 UNIT OF EXCAVATOR WITH SCREEN ATTACHMENT FOR 30 DAYS ON RENTAL BASIS TO RECOVER MINERALS FROM 8,000 MT OF SPOIL AT SPOIL DUMP.**

**BoQ**  
**(Item Rate)**