



TAMILNADU MINERALS LIMITED,
(An Undertaking of Government of Tamil Nadu)
31, KAMARAJAR SALAI, "TWAD HOUSE"
CHEPAUK, CHENNAI 600 005
PHONE NO.28410382 / 28511972 Fax No: 91 44 28524960
E.Mail: tamin@tamingranites.com

TENDER NO.: 1478 /ST3/2018

DATED: 05.03.2018

TENDER FOR THE SUPPLY OF PERSONNEL ON CONTRACT FOR THE
OPERATION AND MAINTENANCE OF KOBELCO 350/380 LCH EXCAVATORS - 12 Nos. &
KOBELCO 210 LCH EXCAVATOR - 01 No.

Last date of issue of Tender form

In Person :19.04.2018 - Up to 5.00 P.M

By Post : 13.04.2018 - Up to 3.00 P.M

Last date & Time for receipt of tender form : 20.04.2018 - Up to 2.00 P.M

Date & Time of Opening of Tender

Cover - I : 20.04.2018 at 3.00 P.M

Cover - II : Will be intimated later.

Cost of Tender Form : Rs.1,000/-

TAMIL NADU MINERALS LIMITED,
No.31, Kamarajar Salai, "TWAD HOUSE", Chepauk, Chennai-5

Tender No. 1478/ST3/2018

Dated:05/03/2018

INSTRUCTIONS TO TENDERERS

SEALED TENDERS IN TWO COVER SYSTEM FOR OPERATORS FOR OPERATING AND MAINTAINING THE KOBELCO SK350/380 LCH - 12 Nos and KOBELCO SK 210 LCH - 1 No ON CONTRACT FOR EXCAVATORS WILL BE RECEIVED BY THE GENERAL MANAGER (FINANCE) OR AN AUTHORISED OFFICER AT THE REGISTERED OFFICE OF THE COMPANY UPTO 2.00 P.M ON 20.04.2018 AS PER THE FOLLOWING TERMS AND CONDITIONS:-

1. TENDER ADDRESS:

The tender should be addressed to the General Manager (Finance), Tamil Nadu Minerals Limited, No. 31, Kamarajar Salai, Chepauk, Chennai - 600 005 only by designation and not by name.

2. ELIGIBILITY:

- (i) Contractors having annual turnover not less than Rs.25 Lakhs in the financial year 2016-17.
- (ii) The tenderer should furnish proof of "Annual service contract for Maintenance in any of the Indian granite companies" and "proof for Operation of Excavators of upto 38MT" during the F-Y: 2016-17 & 2017-18.

3. TENDER FORM FEES:

The tender document can also be downloaded from our website www.tamingranites.com and www.tenders.tn.gov.in.

If tender document is down loaded from website, the tenderer has to remit the tender form fee of Rs. 1,000/- (Rupees one thousand only) by D.D. should be enclosed in addition to EMD amount. If tender form fee is not enclosed the tender shall be summarily rejected.

If the form to be sent by post a cost of Rs. 100/- (Rupees one hundred only) will be charged extra along with tender form fees and the same has to be submitted in the form of DD for Rs. 1,100/- prior to one week.

If the tender document is to be purchased from Head Office, the tenderer has to remit the tender form fee of Rs. 1,000/- (Rupees One thousand only) by Cash / DD.

The tender form fee is not refundable

DD should be drawn in any Scheduled Bank/Nationalized bank in favor of TAMIL NADU MINERALS LIMITED, CHENNAI - 5, payable at Chennai.

4. QUOTATIONS:

Tender shall be submitted in two cover system viz.

A) Envelope -I (Technical Bid) to contain

- i) EMD
- ii) Annexure - I
- iii) Annexure - II
- iv) Tender form fee in the form of DD incase down loaded from website/TAMIN cash receipt in case of direct purchase of Tender form / receipt of tender form through post.
- v) Copy of GST registration certificate.
- vi) Client list.
- vii) Copies of work orders Annual service contract for maintenance provided to any of the Indian granite companies and proof for operation of Excavators upto 38 MT during the financial year 2016-17 & 2017-18.
- viii) Audited accounts for the financial year 2016 -17.
- ix) Proof of constitution of the Company.
- x) Copy of PAN card.
- xi) Annexure IV check list.

B) Envelope-II (Price bid)

To contain price bid in Annexure - III along with commercial terms and conditions.

5. General Conditions of contract

- i. The envelope I and envelope II with the above described enclosures shall be put into respective envelopes and each cover shall be super scribed with the Tender Notice No. Name of Tender due date and separately sealed. Then the two envelopes I & II shall be put into one cover which shall also be super scribed with Tender Notice No. Name of Tender and due date for opening of Tender and sealed.
- ii. Envelope - I will be opened at **3.00 P.M. on 20/04/2018**, in the presence of such tender participants, who may be present. The date of opening of price bid (**Envelope-II**) of the qualified Tenderer will be communicated after having evaluated envelope-I based on eligibility criteria, submission of EMD and other enclosures mentioned in the tender document to all the Tender participants.
- iii. The quotations shall be submitted in the form prescribed for the purpose or in true copies of the same but the original forms should be enclosed duly signed. Quotations in vague terms and indefinite commitments will not be considered. **Tenderers have to quote for all the 13 Nos of excavators. Conditional offers will not be considered.**
- iv. All the columns of the tender form shall be duly, properly and exhaustively filled in. Rates shall be quoted in rupees and paise both figures and in words and should indicate the taxes applicable separately. Corrections if any should be attested.

- v. **The rate offered must be valid for 180 days from the date of opening the tender.** The offer, if accepted and order placed, the rate shall be maintained till the completion of committed order and no escalation will be allowed.

6. DUE DATE OF RECEIPT OF TENDERS:

Tenders shall be enclosed in a sealed envelope superscribed "Tender No. 1478/ST3/2018, Dated: 05.03.2018 due on 20.04.2018 for operation and maintenance contract for Excavators indicating the name of the Tenderer and their full address. Tenders should either be delivered at the Registered Office of the **TAMIL NADU MINERALS LIMITED, No. 31, KAMARAJAR SALAI, CHEPAUK, CHENNAI-600005** or sent by Registered Post to the same address so as to reach **on or before 2.00 P.M. on 20.04.2018.** TAMILNADU MINERALS LIMITED will not be responsible for postal delay or any other means of transmission of Tender documents.

The Cover-I will be opened by the General Manager(Finance) or by an authorized officer on his behalf at **3.00 P.M.** on the same day at the Registered Office of the company, Chennai - 5 in the presence of such of those tenderer who may be present. It may be noted that tenders received after the due date and time either by hand or by post will not be accepted under any circumstances.

7. EARNEST MONEY DEPOSIT:

Tender should be accompanied by Demand Draft for the value of Rs. 2,00,000/- (Rupees two lakh Only).

The demand draft should be drawn only on any Scheduled Bank/Nationalised Bank in favour of **TAMIL NADU MINERALS LIMITED**, payable at Chennai towards Earnest Money Deposit. The Earnest Money Deposit of the unsuccessful Tenderer will be arranged to be refunded within a reasonable time in consistent with the rules and regulations of the Company and will bear no interest thereon till date of repayment. **Tenders without Earnest Money Deposit will be summarily rejected.**

8. SECURITY DEPOSIT:

The successful Tenderer will be required to deposit a Security Deposit equivalent to 5% of the value of the Contract order, placed within thirty days from the date of receipt of communication/ intimating the acceptance of the order by means of D.D. drawn on any Scheduled Bank/Nationalised bank payable at Chennai City in favour of **TAMIL NADU MINERALS LIMITED**, Chennai - 600 005. The EMD paid already may be adjusted against the security deposit.

9. FORFEITURE OF EMD:

If the accepted Tenderer fails to remit the Security Deposit within the above said period (or) retracts after opening of the tender, (or) fails to respond to call for negotiation of rates, terms and conditions within 7 days time, the Earnest Money Deposit already paid will be forfeited to the Tamil Nadu Minerals Limited and the tender will be held void.

10. FORFEITURE OF S.D:

If the Tenderer fails to act upon the tender or backs out after his tender is accepted, his security deposit mentioned in Clause 8 above will be forfeited to the Tamil Nadu Minerals Limited.

11. INTEREST ON EMD & S.D.

No interest will be payable either on the Earnest Money Deposit mentioned in Clause 7 above or on the Security Deposit mentioned in Clause 8 above.

12. EVALUATION CRITERIA:

Apart from eligibility criteria laid down in the tender document as regards

- i) Past performance of service provided by the Tenderers
- ii) Promptness in supply of personnel / replacement of the operators.
- iii) Preference will be given to proven Contract Suppliers without remarks or break in service of their earlier service record

13. RIGHT OF ACCEPTANCE AND REJECTION OF TENDERS:

The Managing Director of the Company reserves the right to reject of all or any of the tenders without assigning any reason whatsoever or to split up the tenders as may be deemed fit.

14. AWARD OF CONTRACT:

Any offer made in accordance with the terms of the Tenders when accepted by Tamil Nadu Minerals Limited will constitute a contract between the parties.

Award of contract will be made at sole and absolute discretion of the Tamil Nadu Minerals Limited which shall be final. No correspondence will be entertained with the unsuccessful Tenderers.

15. GUARANTEE:

The Tenderer shall undertake to replace the operator / cleaner in case of absence due to any reason. The Tenderer shall undertake to operate the excavators continuously without any break as required by the company official at site.

16. PAYMENT:

Payment will be made after total working hours worked based on the proper certificate from the officer concerned, every month. No advance payment will be made. Payment will be made by the 15th of the succeeding month.

17. ACCEPTANCE OF TENDER CONDITIONS:

The Tenderer must state while sending the Tender that he understands and accepts the above said conditions. Tenders without such acceptance will not be considered. The details for Tenders should be written in **ENGLISH** only.

18. AGREEMENT:

Any offer made in accordance with the terms of this tender when accepted by Tamil Nadu Minerals Limited, will constitute a contract between the parties. The successful Tenderer will be required to execute agreement in the prescribed form embodying the terms and conditions for the execution of the tender within **thirty days** from the date of receipt of intimation of acceptance of the tender

19. ARBITRATION:

All disputes (or) differences and whatsoever arising between the parties to this document out of or relating to this tender or effect of this contract of the breach thereby, shall be settled in accordance with the Arbitration and Conciliation Act.1996 and the award made in pursuance thereof shall be binding on the parties and the language in the Arbitration will be in English only.

20. COURT JURISDICTION:

The courts situated within the Chennai alone shall have jurisdiction to decide all disputes and claims that may arise between parties.

P.T.O

OTHER TERMS & CONDITIONS of CONTRACT:

1. The contract will be in force for the operation and maintenance of the 12 Nos. of Kobelco Excavators SK 350/380 LCH and 1 No. of SK 210 LCH. The successful contractor will have to provide operators for the operation and maintenance of the Kobelco Excavators SK 350/380 LCH at various divisions of TAMIN's Quarries and 1 No of Kobelco Excavators SK 210 LCH at Sivaganga Graphite Mines, whenever needed by operation the machine during the contract periods.
2. TAMIN will provide Diesel for the "Operations" and filters, spares, oils and lubricants for the "Maintenance" of the said excavator. It will be the duty of the successful contractor to operate the excavator and to maintain the excavator with his personnel, with the items provided by TAMIN.
3. The period of operation and maintenance charges will be for a period of two years from the date of work order. After the contract period of two years, extension of contract period as may be deemed necessary up to 6 more months at the same rates, terms and conditions, already accepted shall be provided by the successful service provider. The rates, terms and conditions offered shall be valid for entire contract and extended period.
4. TAMIN reserves the right to transfer the Excavator to any other site as per its quarrying/Mining requirement. In the event of transfer of the Excavator to any of TAMIN sites, the contractor shall arrange to provide the operation and maintenance contract in the newly allotted area, in the agreed upon rate and terms and conditions, during the agreement period and the extended period of three months.
5. The payment will be paid for the actual hours of operation of the excavator, as read out from the hour meter fixed in the excavator.
6. Operation charges of excavator will be made by watch hour during the period of non-functioning of hour meter. The watch hour will be calculated by the officer in charge of the site (or) such persons nominated by him on his behalf. In any case the operation charges without the Hour meter will be paid only for sixteen hours. Beyond this, no operation/maintenance charges will be paid. Hence, it will be duty of the contractor to keep the hour meter working, and rectify the Hour meter immediately.
7. The operation and maintenance charges shall be paid at Divisional office for every calendar month on receipt of proper bill from the contractor and also duly certified by the quarry/mines in charge concerned. The operator/driver salary should be paid entirely at service provider cost and shall not be paid by TAMIN.
8. TAMIN has the right to withdraw/terminate the service provider, if not satisfied with the performance during the contract period. Award of contract made at sole and absolute discretion of TAMIN which shall be final.
9. During the period of operation and maintenance of Excavator (or) in extension period, the contractor shall maintain the Excavators in good and safe working condition.
10. If any accident occurs either to TAMIN workers or persons belonging to contractor, due to fault of the operation (or) due to faulty maintenance

procedure (or) both, the medical expenses and compensation, if any claimed, shall be borne by the contractor. Failing which, this company shall have the right to recover the same from EMD / security deposit (or) by suit (or) both.

11. TAMIN will not be responsible for any damage, injury/death to the Contractor / Personnel of contractor, who are working inside the quarry/Mines of TAMIN. The contractor shall be fully responsible for any claim or compensation arising out of accident (or) injury (or) death caused to their employees claimed by their families (or) by others during any of their operations. TAMIN shall not be responsible for any damage/loss of the machineries (or) equipment of the contractors due to any cause.
12. The contractor shall be responsible for any loss (or) damage that may be suffered by the company due to any act of negligence of the contractor (or) his representative (or) his worker / labourers and the contractor shall reimburse the same on demand. Failing which, this company shall have the right to recover the same from EMD/Security Deposit (or) by suit (or) both.
13. The assessment done by the Managing Director, TAMIN, in this regard on the loss (or) damage suffered shall be final and binding on the contractor.
14. All safety measures as laid down by statutory authorities like Director General of Mines Safety shall be followed by the contractor. The contractor shall provide necessary insurance to cover their worker / labourers as may be required under the industrial laws. They shall also abide by the provisions of the contract labour (Regulations and Abolition) Act, 1971 and the rules made there under and liable to pay any compensation for injury (or) death to any workman under the workmen's Compensation Act (or) any General Law.
15. The interest - free Security Deposit made by the contractor shall be refundable to them after completion / cancellation / termination of the contract after adjustment of amount that may be found due from the contractor.
16. TAMIN reserves the right to permit the working of Excavator during weekly day of rest and declared holidays. The contractor shall provide the requisite operators for such operation and maintenance work.
17. The contractor shall arrange for and supply the excavator operator / cleaner for operations in case of leave / resignation / abandonment of the operator. The necessary replacement shall be immediately arranged by contractor for continuous operation of the excavator.
18. After execution of agreement, in case of non performance, under performance (or); undue stoppage of the operation/maintenance of any one (or) all the Excavators, TAMIN reserves the right to terminate the contract awarded to any one (or) all the Excavators and may engage operational personnel from open market for operation and maintenance of excavator for the said contract period.
19. In case, the open market / other sources charge higher rate per hour than contract agreed rate, the difference amount will be collected from original contractor by way of adjustment of the amount from the pending dues, including the security deposit.

20. No operational cost shall be paid for the idle hours as a result of breakdown, repairs, maintenance (or) absence of operator/driver, Holidays and stoppage of work for rain (or) other reasons.
21. The contractor/service providers is responsible for all the labour laws applicable to the quarry/mine from time to time and ensure payment of minimum wages, EPF, Bonus etc., to their employees as per notification issued by Government of India (or) Government of Tamil Nadu from time to time and as per the respective Acts.
22. All liabilities including accident claims in respect of all the persons engaged by the contractor shall be accepted by the Contractor and TAMIN is no way responsible for any such payment. In the event of any claim/ litigation against TAMIN, during the period of tender or extended period of tender, the security deposit/EMD paid will be returned only after the completion of the claim/litigation.
23. Any dispute (or) claim that may arise in the course of contract between the contractor and TAMIN can be taken up only in the court within the Jurisdiction of Chennai.

GENERAL MANAGER (FINANCE)
Tamil Nadu Minerals Limited
Chennai - 5

ANNEXURE - I

FORM FOR SUBMITTING TENDERS

Tender No. 1478/ST3/2018

Dated: 05.03.2018

(THIS FORM SHOULD BE RETURNED DULY SIGNED ALONG WITH THE TENDER EVEN IF QUOTATIONS ARE FURNISHED SEPARATELY FOR THE SAKE OF CONVENIENCE, SEPARATE FORM SHALL BE USED FOR EACH ITEM OF MACHINERY)

1. I/We have gone through the tender notice and all the instructions to the tenderer and agree to abide by all the conditions and terms mentioned therein.
2. We hereby quote to supply the requisite personnel to operate and maintain KOBELCO SK350/380 LCH - 12 Nos and KOBELCO SK 210 LCH - 1 No as specified in the enclosed schedule in the manner in which and within the time specified as set-forth in the terms of agreement attached, at the rates given in the schedule. The quotations furnished in the schedule are subject to the conditions set-forth in the tender form received by me/us.
3. I/We..... hereby forward Rupees.....only as Earnest Money Deposit and agree to have it forfeited to **TAMIL NADU MINERALS LIMITED** in case of my/our failure to undertake the contract for the items accepted by the **MANAGING DIRECTOR, TAMIL NADU MINERALS LIMITED, 31, KAMARAJAR SALAI, CHEPAUK, CHENNAI-5.**
4. I/We hereby certify that the rate quoted by me/us, is to the best of my/our knowledge and belief.

**SIGNATURE OF THE TENDERER
WITH OFFICE SEAL**

Note: To be enclosed in Envelope-1

ANNEXURE - II

Tender No. 1478/ST3/2018

Dated:05.03.2018

DETAILS OF CAPABILITY OF TENDERER TO UNDERTAKE THE TENDERS

1.	Name and full postal address of the tenderer with telephone Nos., Fax Nos. & e-mail if any.	:	
2.	Constitution of the company, private/public limited company / Partnership / Proprietorship concern (Please attach proof of document)	:	
3.	Financial status of company having annual turnover of not less than Rs.25 Lakhs in the financial year 2016-17 and proof of audited profit and loss account / Balance Sheet.	:	
4.	No. of years of experience for Operating & Maintenance for Excavators. i) Copies of work orders Annual service "contract for Maintenance" provided to any of the Indian granite companies and "Proof for operation of Excavators" upto 38 MT during the financial year 2016-17 and 2017-18.	:	
5.	Whether necessary EMD enclosed.	:	
6.	Whether you have any previous contract to TAMIN, if yes, Mention: TAMIN's work order No. & date.	:	
7.	Whether Tender form fee enclosed (if down loaded from website) / cash receipt (if obtained from Head Office / through post).	:	

DECLARATION

We do hereby declare that the particulars furnished above are correct and we are ready to furnish any other details as may be required by Tamil Nadu Minerals Limited. We also declare that we will abide by the terms and conditions of the tender.

**SIGNATURE OF THE TENDERER
WITH OFFICE SEAL**

**Name and Designation of the
authorised signatory.**

Note: To be enclosed in Envelope-I

ANNEXURE - III

Tender No. 1478/ST3/2018

Dated:05.03.2018

SCHEDULE FOR QUOTATION

Sl. No.	Criteria	Rate Rs (Number & Words)
1	Rate for operation and Maintenance of SK350/380 LCH Kobelco Excavator on per hour basis (period of operation Two years (or) 4800 Hrs.	
2	Rate for operation and Maintenance of 210 LCH Kobelco Excavator on per hour basis (period of operation Two years (or) 4800 Hrs	
	Basic rate Total	

Note to Tender participant:

1. The above tables 4800 hours are given as indicative. And it is extended for 6 more months. The payment under this tender will be made on the actual hours of operation per month.
 2. The Tender participant are herewith informed that only one composite amount to be quoted. No splitting and quoting is permitted. Tender participants may give a break up in separate sheet. Such a break up sheet will be treated as informative and not as a part of tender.
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1. GST applicable (rate _____%) :
 2. Total cost per hour (Basic rate + tax) :
 3. Maximum time for supply of personnel :
 4. Validity of the offer :
(Not less than 180 days from tender)
 5. Full Address :
(With email address and telephone Nos.)
 6. Date :

**SIGNATURE OF THE TENDERER
WITH OFFICE SEAL.**

Note: To be enclosed in Envelope-II

ANNEXURE - IV

CHECK LIST

Tender No. 1478/ST3 /2018

Dated: 05.03.2018

List of documents to be enclosed in cover-I

Sl. No.	Description	Whether enclosed
1.	EMD	Yes / No
2.	Annexure - I	Yes / No
3.	Annexure - II	Yes / No
4.	Tender Form fee in case if downloaded from website / TAMIN's cash receipt in case of direct purchase of tender form / through post.	Yes / No
5.	Copy of service tax registration certificate.	Yes / No
6.	Client List (along with copies of work order)	Yes / No
7.	"Copies of work orders Annual service contract for Maintenance" provided to any of the Indian granite companies and "Proof for operation of Excavators upto 38 MT" during the financial year 2016-17 & 2017-18.	Yes / No
8.	Audited accounts for financial year 2016 -17 must be enclosed	Yes / No
9.	Proof for constitution of Company	Yes / No
10.	Copy of PAN Card.	Yes / No

SIGNATURE OF THE TENDERER

ANNEXURE V

PRESENT POSITION OF EXCAVATORS IN DIVISIONS

Tender No. 1478/ST3 /2018

Dated: 05.03.2018

S.No	DIVISIONS	Nos.
1	Metturdam	3
2	Krishnagiri	3
3	Villupuram	4
4	Thiruvannamalai	1
5	Sholinghur	1
6	Sivagangai	1
TOTAL		13