

TAMIL NADU MINERALS LIMITED

(An Undertaking of Government of Tamil Nadu)

31, Kamarajar Salai, Chepauk, Chennai 600 005

Phone No.29862018, 28511972. Fax No: 91-44-28524960

E-Mail: tamin@tamingranites.com Website: www.tamingranites.com

Tender No.6826/P1/2018

Dated:29.08.2018

NOTICE INVITING e-TENDER

The tendering process is online at e-portal address <https://tntenders.gov.in>. Aspiring bidders may download and go through the tender document.

Prospective Tenderers are advised to get themselves register at Tamil Nadu Tender portal, obtain 'login ID' & 'password' and go through the instructions available in the Home page after log in to the Tamil Nadu Tender Portal <https://tntenders.gov.in>. They should also obtain Digital Signature Certificate (DSC) in the parallel which is essentially required for submission of their application.

INFORMATION AND GUIDELINES TO TENDERERS

e-Tenders are invited through the e-tendering portal by General Manager(Finance), Tamil Nadu Minerals Limited, 31, Kamarajar Salai, Chepauk, Chennai - 600 005 for the appointment of Labour Contractor for Production of Raw Vermiculite and Manufacture of Exfoliated Vermiculite at Sevathur Vermiculite Mines and Exfoliation Plant for a period One Year from the date of issue of award at the following terms and conditions:-

1.2. The period of Contract will be one year and for further period as may be deemed necessary not exceeding three months after the expiry of one year period at the same rates, terms and conditions already accepted which shall be binding on the successful contractor. The rates offered shall be valid for entire contract and also extended period.

2. ELIGIBILITY TO PARTICIPATE

- 2.(1) The tenderers who have minimum one year experience in production of raw vermiculite to carry out mining work including the materials to be loaded into Tractor Tractor to transport the same to Sevathur Vermiculite Exfoliation Plant by engaging required machineries like JCB / Tractors with Trailer & Labours and to carry out processing operation like grading / weighing, packing and loading of vermiculite into Lorries and allied works and other labour related work / and having capability to carry out the work systematically and scientifically are qualified to participate in this tender. Litigants and defaulters on record are not entitled to participate in this tender.
- 2.(2) The Tenderer should be capable of deploying required machineries like JCB-1 No & Tractor with Trailers - 2 Nos. and employing minimum 40 workers on a day on an average. The proof of ownership of the machineries should be furnished along with the tender.
- 2.(3) The Tenderer should declare that he / she has a minimum one year experience in production of Exfoliated Vermiculite i.e. Disintegrating, Winnowing and exfoliation. (Documentary evidence should be provided).

3. QUOTATION - TWO COVER SYSTEM

Tenders should be submitted online through e-portal address [https:// ntenders.gov.in](https://ntenders.gov.in). The Original EMD and Tender form fee to be sent in a sealed cover superscribed "E-TENDER FOR LABOUR CONTRACT FOR PRODUCTION OF RAW VERMICULITE AND MANUFACTURE OF EXFOLIATED VERMICULITE AT SEVATHUR VERMICULITE MINES AND EXFOLIATION PLANT" and sent by Registered post or by special messenger so as to reach Tamil Nadu Minerals Limited, 31, Kamarajar Salai, Chepauk, Chennai - 600 005 on or before 2.00 P.M. on 20.09.2018. Uploading of application in the location other than specified above shall not be considered. Hard copy of tender application shall not be entertained.

3(1) COVER-I: TECHNICAL BID:

It shall contain the following:

- (a) Earnest Money Deposit (EMD) for sum of Rs.50,000/- (Rupees Fifty thousand only) in the form of Demand Draft drawn on any Nationalised Bank / Scheduled Banks in favour of "Tamil Nadu Minerals Limited" payable at Chennai. The scanned copy of DD for EMD to be uploaded.

- (b) Details as called for in Annexure-II and Annexure -III along with signature of the tenderer.
- (c) Experience Certificate for not less than one year to be attached.
- (d) Xerox copies of RC, valid Insurance of Tractors with trailer 2 Nos and JCB-1No owned / valid agreement in the name of tenderer shall be uploaded in Cover-I.
- (e) Tender fee cost Rs.1000/- (Rupees One thousand only) in the form of Demand Draft on any Nationalised Bank / Scheduled Banks in favour of "Tamil Nadu Minerals Limited" payable in Chennai, shall be furnished, as stated in clause 4. The scanned copy to be uploaded in the portal.

The intimation regarding acceptance / rejection of their bid will be intimated to the contractors / firms through e-tendering portal.

3(2) COVER-II: RATE QUOTATION

- i) All rates shall be quoted in the specified format provided in the portal and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- ii) This Cover-II will be opened only if the tenderer is qualified to execute the Tender as per Cover - I (Technical Bid).
- iii) If the tenderer fails to comply with the above conditions, their offers will be totally rejected.
- iv) The details of Demand draft / any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.
- v) The date of opening of Cover-II will be intimated to the tenderers **through e-tendering portal.**

4. TENDER SUBMISSION AND OPENING OF TENDER

The tender should be submitted in 2 Cover System through online at TamilNadu Tender portal

Original EMD, Tender fee, need to be submitted to Tamil Nadu Minerals Limited, Chennai in an sealed envelope and should reach the General Manager (Finance), Tamilnadu Minerals Limited, No.31, Kamarajar Salai, Chepauk, Chennai before the date & time mentioned in **CRITICAL DATA SHEET as per annexure - V. (In sealed envelope super scribing “E-TENDER FOR LABOUR CONTRACT FOR PRODUCTION OF RAW VERMICULITE AND MANUFACTURE OF EXFOLIATED VERMICULITE AT SEVATHUR VERMICULITE MINES AND EXFOLIATION PLANT”** along with tender id no. Tender of the tenderer whose EMD and Tender fee are not received by the time of the opening of Technical Bid Cover I of the tender, will be summarily rejected. Any postal/other delay will not be entertained. Tenderers are requested to upload the digitally signed tender documents along with the scanned copy of Demand Draft for Tender Fee and EMD. Bid Documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Cover - I he will be asked to provide it through Tamil Nadu Tender portal. The bidder shall upload the requisite clarification/ documents within the time specified failing which tender will be liable for rejection.

5.EVALUATION OF TENDERS:

The tender offer will be evaluated based on the eligibility as per conditions 2(1), 2(2), 2(3), 3, 3(1) & 8.

6.TENDER FEE:

The tender document can be downloaded from e-tender portal, the tenderer has to furnish the tender form fee of Rs.1,000/- (Rupees One thousand only) by Demand Draft drawn on any Nationalised Bank / Scheduled Banks in favour of “Tamil Nadu Minerals Limited” payable at Chennai with the EMD in the sealed cover. If tender form fee is not enclosed, the tender submitted shall be rejected.

7.RIGHT OF ACCEPTANCE AND REJECTION OF TENDERS:

The Tender Inviting Authority reserves the rights (i) to reject all or any of the tenders without assigning any reason (ii) to split up the tender as he may deem fit, and (iii) to negotiate with the tenderers before entering into an agreement (iv) to restrict the period of contract.

8.VALIDITY OF OFFER:

The Labour Contact rates shall be submitted in the prescribed form in Annexure-IV. All columns duly filled in properly. **Rates offered shall be valid for a period of one year** and extendable for a further period not exceeding three more months based on performance and at the sole discretion of TAMIN and should specify the amount per metric tonne only both in figures and words and rates shall not be altered. The rate quoted should be valid for acceptance for a period not less than 90 days from the date of opening of tenders and should not be withdrawn before the date.

9.EARNEST MONEY DEPOSIT:

Every tender must be accompanied by a deposit of Rs.50,000/- (Rupees Fifty thousand only) as Earnest Money Deposit by a demand draft / banker's cheque drawn on any Nationalised Bank / Scheduled Banks in favour of the "Tamil Nadu Minerals Limited" payable at Chennai. The Earnest Money Deposit of the unsuccessful tenderers will be refunded within a reasonable time according to the rules and regulations in this behalf. Tenders received without Earnest Money Deposit will be summarily rejected. If the tenderers subsequent to the Labour Contract award retracts, the Earnest Money Deposit will be forfeited. This is without prejudice to other rights that are available. The Earnest Money Deposit is liable for forfeiture if the party does not respond to the call for negotiation of rates etc, or after negotiation fails to confirm the negotiated rates in writing within 7 days.

10.SECURITY DEPOSIT & PERFORMANCE GUARANTEE:

10.1. Security Deposit: The Successful tenderers will be required to deposit a Security Deposit Rs.1,00,000/-(Rupees One Lakh only) in the form of demand draft or banker's cheque within 15 days from the date of receipt of communication intimating them of the acceptance of the tender. The sum deposited as Earnest Money Deposit as required in Clause 9 above will be adjusted against the security deposit and successful tenderer should remit the balance amount. The security deposit is required to be paid by Demand Draft drawn on any Nationalised Bank / Scheduled Banks and payable in Chennai in favour of the "Tamil Nadu Minerals Limited". If the successful tenderer fails to remit the Security Deposit within the aforesaid period, the Earnest Money Deposit already paid will be forfeited to the Tamil Nadu Minerals Limited, and his tender will be held void.

10.2. Performance Guarantee: The successful tenderers shall furnish performance guarantee in the form of irrevocable bank guarantee from any Scheduled bank for value of 5% of the total value of the contract within 15 days from the date of receipt of communication intimating them the acceptance of the tender. It shall be in force for a period of 18 months (Format is given in Annexure - VI). In case of breach of the contract or conditions thereof or failure to fulfil the performance as awarded, the bank guarantee furnished by the contractor shall be invoked by TAMIN and no claim on the same shall be entertained by TAMIN.

11.FORFEITURE OF EARNEST MONEY DEPOSIT:

The Earnest Money Deposit of the successful tenderer will be refunded after the production of the Security Deposit. If an accepted tenderer fails to remit the Security Deposit, within the aforesaid period, the Earnest Money Deposit already paid by him will be forfeited to the Tamil Nadu Minerals Limited and this tender will be held void.

12.INTEREST ON EARNEST MONEY DEPOSIT & SECURITY DEPOSIT:

No interest will be paid either for the Earnest Money Deposit or for the Security Deposit. If the tenderer fails to act within the specified time limit or withdraws after accepting the tender, the EMD / Security Deposit will be forfeited to the Tamil Nadu Minerals Limited.

13.FORFEITURE OF SECURIT DEPOSIT:

In the case of unsatisfactory working performance of the Labour Contract and for breach of any of the terms and conditions prescribed in the Tender as well as the agreement entered in thereupon, during the period of contract, the Managing Director, TAMIN reserves the right to terminate the contract forthwith and forfeit the Security Deposit without assigning any reason from the tenderer.

14.AWARD AND CANCELLATION OF CONTRACT:

14.1 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.

14.2 The Managing Director has the right to withdraw / cancel the Contract, if the not satisfied with the performance during the contract period.

15. Contract Agreement:

Successful tenderer will be required to execute an agreement in the prescribed format within 30 days from the date of award of contract.

16. Allotment:

The “Labour Contract” at the L1 rates finalised will be engaged and allotment can be made at the discretion of Managing Director, TAMIN. TAMIN reserve the right to engage Labour Contractor from open market even for higher rate/price than L1 rate finalized for production of raw vermiculite and manufacture of exfoliated Vermiculite at any time during contract period if the successful Tenderer is not able to supply our need. The difference amount will be collected from the original awardees by way of adjustment of the amount from the pending dues / Security Deposit/ by suit etc. Any deviation will lead to cancellation of the contract. TAMIN reserves the right to award the contract to one or more Labour Contractors in the same mine and the same cannot be questioned by the Labour Contractor in any forum. The allotment of Labour Contract will be issued after fulfilling the statutory obligation by the TAMIN.

17. Scope of work:

The “Labour Contract” is for production of raw vermiculite in our Sevathur Vermiculite mine by deploying required machineries like JCB & Tractor with Trailers and by engaging labours to carry out mining work including the materials to be loaded into Tractor Trailers to transport the same to Exfoliation Plant. Further, the Labour Contractor has to deploy skilled Man Power to operate bucket elevators, Disintegrators, Winnowing machines and oil fired furnace to exfoliate the vermiculite. The Labour Contractor has to do operation like Grading, weighing, packing and loading of vermiculite into lorries and allied works and other labour related works. Required machines & labours has to be provided by labour contractor. TAMIN will not provide any machines & workers for mine operation. The rate should be offered in Tonnage basis for despatched quantity of Raw Vermiculite to Exfoliated Vermiculite Plant and for production of saleable quantity on tonnage basis from processing Plant. The minimum quantity of Raw Vermiculite to be produced in mine is 300 M.T. per month. The minimum quantity of Exfoliated Vermiculite to produced in Plant is 210 M.T. per month.

18. General Condition:

18.1. The tenderers may also visit the areas with the prior permission of the Divisional Manager of the Sholinghur Division or the General Manager (Finance), Tamil Nadu Minerals Limited before submitting their quotation.

18.2. The Contractor should supply the assured quantity of Raw Vermiculite / Exfoliated Vermiculite within the specified period as per the instruction of the competent authority and payment shall be made on Tonnage basis for dispatched quantity and it has to be increased to a maximum extent depending upon the demand during the contract period.

18.3. The tenders received will be finalized as in condition No.5 of the tender.

18.4. The TAMIN reserves the right to award the tender to one or more bidders and the same cannot be questioned by the tenderer in any forum.

18.5. TAMIN reserves the right to extend the period of contract of the successful tenderer for an additional period of three more months after the expiry of the terms of the contract at the same rates, terms and conditions, already accepted which shall be binding on the successful tenderers.

18.6. The Contract period is for one year from the date of issue of award and extendable for three more months at the option of TAMIN based on performance at the same rates and terms and conditions already accepted which shall be binding on the successful contractor. The rates offered shall be valid for entire contract period including the extended period if any. However the performance will be reviewed once in three months and if Labour Contractor violated any of the conditions and found guilty of any serious charges or lack of fulfilment of production target as assured etc., the Labour Contract is liable to be terminated and contractor has got no claim whatsoever. The decision of the MD, TAMIN, is final and not open for any challenge by the contractor for want of notice etc., in the event of termination of this contract for any violation of conditions.

18.7. Each tenderer shall carefully examine the conditions of the contract, visit in person the sites of work before tendering and get fully acquainted with the actual site conditions, rainfall and climatic conditions, number of working days available during the year, road conditions, character of equipment and facilities needed preliminary to and during the execution of the work nature of deposit and give quotations finally. No further representation whatsoever in this regard for revision of rates or inability to execute the contract will be considered and the Company will not accept any responsibility for the accuracy of the information furnished or for the inferences that may be drawn there from.

18.8. The contractor has to employ workers who have completed 18 years of age & above.

18.9. Only the workers / authorized representatives of the Contractor will be permitted to enter upon the Sevathur Vermiculite Mines / Sevathur Exfoliation Plant of TAMIN, after furnishing the detail about the worker.

18.10 After execution of agreement in case of non performance, under performance or; undue stoppage of production of raw vermiculite and exfoliated vermiculite, TAMIN reserves the right to cancel the labour contract award and may engage labour contract from open market even for higher rate / price for the said contract period. The difference amount will be collected from original awardee by way of adjustment of the amount from the pending dues/ Security Deposit etc.

18.11. Daily and periodical Cleaning of machineries and allied work should be carried out by the Tenderer at his cost.

18.12. The Tenderer should carry out the work without damaging the costly equipment in the factory. Any damages shall attract penalty and recovery of the proportionate amount from the Tenderer. The value in this regard will be assessed by the Unit Officer or authorised official of TAMIN.

18.13. If any accident occurs either to TAMIN workers / officials or persons belonging to the labour contractor due to fault of the contract workers, the medical expenses and compensation if any claimed shall be borne by the contractor.

18.14. TAMIN will not be responsible for any damage / injury / death to the contractor / his representatives / Laboures who may be sent inside the mines of TAMIN for deployment inside the mines. The contractor shall be fully responsible for any claim or compensation arising out of accident or injury or death caused to their labourers claimed by their families or by other legal heirs. The contractor shall be responsible for any damages caused to others also. The Tamil Nadu Minerals Limited shall not be responsible for any damage / loss of the workers / equipment of the contractors for any cause.

18.15. 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 representatives or his workers/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 / pending dues or by suit.

18.16. 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.

18.17. The statutory requirements as laid down by statutory Authorities like DGMS, Indian Bureau of Mines, Labour Enforcement Officer etc., shall be followed by the Labour Contractor. Contractor should implement the recommendation of 11th conference safety in mines. Contractor should provide necessary insurance to cover all the workers engaged by him as required under any law in force. Contractor should also abide by the provisions of the Contractor (Regulation and Abolition) Act, 1971 and other relevant Act and Rules framed there under and Contractor should be further liable to pay compensation for any injury or death to any workmen employed by contractor under the workmen's compensation Act or under any other Act, law in force. Statutory provisions and obligations etc. relating to safety of the workers should be strictly adhered to.

18.18. No interest will be paid either for the earnest money deposit or for the security deposit. If the Contractor fails to act within the Specified time limit or withdraws after accepting the tender, the Security Deposit will be forfeited to the Tamil Nadu Minerals Limited.

18.19. In case of unsatisfactory working performance of the Contractor and for breach of any of the terms and conditions prescribed in the Tender as well as the agreement entered in there upon, during the period of contract, the Managing Director, TAMIN reserves the right to terminate the contract fourth with and forfeit the Security Deposit to TAMIN without assigning any reason to the contractor.

18.20. Representation for increase of the accepted rates of contract at a later date will not be considered on any account during the period of contract.

18.21. The work is of seasonal and intermittent nature and dependent on purchase order. TAMIN does not assure continuous work and cannot be held responsible for the break periods if any.

18.22. During the contract period, the Contractor should maintain all the required records and formats necessary returns, reports, etc to the Government as per rules and regulation of Government under any of the statutory rules and regulation in force.

18.23. The Labour Contractor is also liable to reimburse any amount of compensation that may have to be paid by the company under the Mining Acts and Rules or Regulations or any statutory law to the Labours and Staff engaged by him in the mines.

18.24. The Labour Contractor is also bound by the statutes and rules relating to deductions of tax at source from the bills under the Income Tax Act of 1961 and by the provisions of the Contract Labour (Regulation and Abolition) Act of 1970.

18.25. If the Contractor fails to do the work satisfactorily or back out after the work is accepted, the Security Deposit mentioned above will be forfeited to the Tamil Nadu Minerals Limited.

18.26. The Contractor has no choice in the manner or method of production activities but should strictly adhere to be statutory regulations and guidelines of the unit officer.

18.27. The workers engaged by the contractor shall be paid wages by the contractors not less than the minimum wages fixed by the Government from time to time. TAMIN is in no way responsible for such payments on any account. The successful contractor shall keep the company fully indemnified in this regard.

18.28. The Labour Contractor shall accept all the liabilities including accident / death claims in respect of all the Laboures & staff engaged by him TAMIN is no way responsible for such payments.

18.29. First Aid Equipments, medicines etc., required for the Laboures shall be purchased and provided by the Contractor. Contractor should arrange to provide necessary safety equipments to the Laboures engaged by them.

18.30. The interest-free Security Deposit made by the contractor shall be refundable to them, after completion / cancellation of the contract, after adjustment of amounts that may be found due from the contractor, consistent with the rules and regulations of the Company.

18.31. The provisions of the Mines Act, 1952, Workmen's Compensation Act, 1927, Minimum Wages Act, 1948, hirer (Regulation and Abolition) Act, 2000 and other relevant Acts shall be implemented by the Contractor. Necessary Registers in this regard shall be maintained by the contractor. The Contractor is liable for payment of all statutory taxes, duties, levies, cess etc.,

18.32. TAMIN in all such cases without prejudice to other legal rights shall have the right to terminate the contract, forfeit the security deposit and all other amounts that may be held by the company including unpaid production bills. All further losses that may be incurred by the company shall be recoverable from the Contractor.

18.33. The Contractor should take all the workers engaged in the quarry with all liabilities of E.P.F., Bonus etc., and should produce proof for having made all remittances due under the E.P.F. and Miscellaneous Provisions Act.

18.34. Any notice to the Contractor shall be deemed to be sufficiently served if given or left in writing at the usual or last known place of business or abode.

18.35. If the Labour Contractor fails or neglect or refuse to observe, perform, fulfill and keep up all or any one or more of the covenants, stipulations and provisions herein contained, it shall be lawful for the company, if deemed fit so to do, without prejudice to all and every other remedy herein before contained on behalf of company for any failure, neglect or refusal aforesaid by writing to terminate the contract. In case any money damages, losses, expenses etc. shall at any time during the continuance of this Contract be due from or payable by the Contractor to the company it shall be lawful for the company to recover the same by adjustment from out of the amount deposited by the contractor as herein before recited and also from and out of any amount then in the hands of the company and payable or to become payable to the contractor. If such money, damages, losses, expenses etc. as aforesaid is not sufficient then and in that case it shall be lawful for the company to recover the residue thereof through legal proceedings and under RR Act against the contractor.

18.36. TAMIN reserves the right to suspend operations during the period of contract for various spells on account of lack of storage space, lack of demand, heavy rains and floods or for any other reasons and in such circumstances the contractor should not claim any damages from the company. In giving instructions to the contractor in connection with this work the company or its officers do not bind themselves for any loss sustained by the contractor for any reasons whatsoever.

18.37. Under no circumstances the workers engaged by Labour Contractor can have any claim against TAMIN in respect of their employment with the contractor. Their liability, rights or claims shall be with the contractor only. As far as TAMIN is concerned they are third parties with no relationship with TAMIN for any purposes. They are also not the workers of TAMIN and at no point of time any claim from them or on behalf of them will be entertained by TAMIN. Contractor should indemnify TAMIN completely in this regard. Contractor have to reimburse any amount of compensation that may have to be paid by TAMIN under the statutory laws, to the Laboures and staff engaged by the contractor.

18.38. **Force Majeure:** If the TAMIN is prevented from carrying out their duties and responsibilities or is unable to exercise their rights, privileges etc., under this agreement for causes beyond their control such as, but only restricted to Act of God, enemy, Government, Fire, Flood, epidemics, quarantine restrictions, strikes, freight embargo, earth quake etc., the period of completion of job hereof shall be deemed to have been extended for the period of such force

majeure as fixed by TAMIN. Provided the party affected notifies the other party of the existence of such circumstances when he shall be discharged from all their rights and obligations.

18.39. If during the currency of the work, Contractor or any representatives of the Contractor, Labourers and agents are found indulging in any activity which directly or indirectly is prejudicial to the interest of the company or found guilty of among other acts and any of the following, come to the notice of the company at any time even after the period of contract is over,

a) Misappropriating, pilfering this company's property or any attempt or abetment thereof.

b) Offering illegal gratification including offering a bribe, reward or any other advantage pecuniary or otherwise to any officer or any employee of this company.

c) Indulging in any malpractice such as forgery, falsification or fabrication of any documents, bills vouchers, delivery challans etc., or indulging in any other Act which amounts to an offence punishable under the Indian Penal Code or any other enactment.

d) Wilful failure or non-co-operation in production of Granite and in carrying on

development work, the contractor is liable for such omission & commission and TAMIN in all such cases without prejudice to other legal rights shall also have the right to terminate the contract, forfeit the security deposit and all other amounts that may be held by the company including unpaid production bills. All further losses that may be incurred by the company shall be recoverable from Contractor, where the contract is subsistence or not.

18.40. The Labour contractor should hand over entire records to the concerned Labour Enforcement Officer and obtain necessary certificate to the effect that all the records maintained by the contractors are in force at the time of completion of contract.

18.41. Statutory dues to be paid as per the rate in force.

18.42. Any dispute or claim that may arise in the course of contract between the contractor and TAMIN can be taken up only in the Courts within the jurisdiction of Chennai.

18.43. The contractor is deemed to have accepted the quality and nature of the mines in this contract after field visit study and any withdrawal on a later date citing quality and nature of the deposit will be done only at his risk and responsibility and if so it is agreed that Security Deposit will be forfeited to TAMIN.

18.44. The contractor shall not be entitled to claim any extension of period of Labour contract beyond the contract agreement period on any count.

18.45. The Labour contractor should always be duly present at the mines during working hours and representatives if any employed should be informed and concurrence obtained from this office. The Labour contractors shall be available to all inspecting officers connected with the working of the mine.

18.46. TAMIN reserves the right to permit to carryout mining work including the materials to be loaded into Tractor Trailor to transport the same to Sevathur Vermiculite Exfoliation Plant by engaging required machineries like JCB / Tractors with Trailer & Labours and to carry out processing operation like grading / weighing, packing and loading of vermiculite into Lorries and allied works and other labour related work during weekly day of rest and declared holidays.

18.47. TAMIN reserves the right to negotiate with any of the eligible tenderers and finalise the tender and the same will be binding on the bidders. The TAMIN also reserve the right to reject any or all bids without assigning any reason whatsoever. Such a decision cannot be questioned by the tenderer at any forum.

19. JURISDICTION:

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

20. Payment:

100% payment will be made for despatched quantity based on weighment slip. The payment subject to IT. TDS and other levies imposed by govt. from time to time.

21. WEBSITE:

Intending tenderers are advised to visit the TAMIN website www.tamingranites.com and <https://tntenders.gov.in> regularly till closing date of submission of tender for any corrigendum / addendum / amendment.

GENERAL MANAGER (FINANCE)

For any technical assistance with regard to e-tendering the bidders may contact the following person on all working days.

The Deputy Manager (Computer),
TAMILNADU MINERALS LIMITED,
(An Undertaking of Government of Tamil Nadu),
31, Kamarajar Salai,
Chepauk, Chennai - 600 005.

Phone No.044-28550676
E-Mail-tamin@tamingranites.com

ANNEXURE - I

e-TENDER FOR LABOUR CONTRACTOR FOR PRODUCTION OF RAW VERMICULITE AND MANUFACTURE OF EXFOLIATED VERMICULITE AT SEVATHUR VERMICULITE MINES AND EXFOLIATION PLANT, TIRUPATHUR TALUK, VELLORE DISTRICT

LOCATION OF MINES

Sl.No	Name of the Mine	Specification
1.	Sevathur Vermiculite Mine, Tirupathur Taluk, Vellore District.	The “Labour Contract” is for production of raw vermiculite in our Sevathur Vermiculite mine by deploying required machineries like JCB & Tractor with Trailers and by engaging labours to carry out mining work including the materials to be loaded into Tractor Trailers to transport the same to Exfoliation Plant. Further, the Labour Contractor has to deploy skilled Man Power to operate bucket elevators, Disintegrators, Winnowing machines and oil fired furnace to exfoliate the vermiculite. The Labour Contractor has to do operation like Grading, weighing, packing and loading of vermiculite into lorries and allied works and other labour related works. Required machines & labours will have to be provided by labour contractor. TAMIN will not provide any machines & workers for mine operation. <u>The rate should be offered in Tonnage basis for despatched quantity of Raw Vermiculite to Exfoliated Vermiculite Plant and for production of saleable quantity on tonnage basis from processing Plant. The minimum quantity of Raw Vermiculite to be produced in mine is 300 M.T. per month. The minimum quantity of Exfoliated Vermiculite to produced in Plant is 210 M.T. per month.</u>

GENERAL MANAGER (FINANCE)

ANNEXURE - II

(Background / experience and bio-data of the tenderers)

Tender No.6826/P1/2018

Dated:29.08.2018

1.	Name and full postal address of the tenderer with cell no / email id.					
2.	Constitution of the Company / Private / Partnership / Proprietorship concern			Company / Private / Proprietorship		
3.	Details of JCB 01 No. and Tractor attached with Trailer 2 Nos.					
Sl. No.	Name of the Machinery	Registration No.	Name of Owner	Make	Validity of insurance	FC validity
3.1.						
3.2.						
3.3.						
4.	a) Minimum assured quantity to be produced in mine per month					
	b) Minimum assured quantity to be produced in processing unit per month					
5.	Minimum assured to deploy per day					
6.	Details of Earnest Money Deposit furnished					
7.	a) Details of previous experience in processing in mines					
	b) Details of previous experience in processing in plant					

	c) Please specify the number of years of experience whether in own mines or on contract (Proof of Documents needed)	
	d) Mineral mined and processed	
	e) Quantity raised for the above stated	
8.	Normal / Local postal address for communication along with phone / cell no / fax nos. and contact person etc./ email id.	
9.	The name and designation of person to whom to be contacted for any details / clarification	
10.	a)Pan No. &	
	b)GST No.	
11.	Name & address of the banker	
12.	To furnish details of your Company's background	
13.	Any other relevant particulars.	

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
with Office Seal**

**Name and Designation
of the authorized signatory**

ANNEXURE - III

Tender No.6826/P1/2018

Dated:29.08.2018

DECLARATION

(CERTIFICATE OF THE CONTRACTOR)

The following certificates shall be furnished by the tenderer along with their offers:-

- i) I/We hereby quote for Production of Raw vermiculite in Sevathur Vermiculite mine by engaging required machineries like JCB/Tractor with Tractor & Labours to carry out mining work and to carry out grading of vermiculite in mine site and for production of exfoliated vermiculite in the Plant. Specified in the enclosed schedule in the manner in which and within the time specified as set forth in the instructions to the tenderer attached at the rates given in the Schedule in Annexure-IV. The quotations furnished in the schedule are subject to the conditions set forth in the tender forms received by me/us.
- i) I/We hereby forward a Demand Draft for Rs.50,000/- (Rupees Fifty thousand only) in favour of Tamil Nadu Minerals Ltd., payable at Chennai as Earnest Money Deposit and agree to forfeiture the same, in case of my/our failure to undertake the contract for the item accepted by the Tamil Nadu Minerals Limited, Chennai and for which I/We already entered into a Contract Agreement.
- ii) I/We have gone through the Tender Notice and Instructions to the Tenderers and agree to abide by all the conditions mentioned thereon and I/We have enclosed the Annexure-I to tender duly signed by me/us."

**Name and Designation
of the authorized signatory**

**Signature
with Office Seal**

ANNEXURE - IV

**LABOUR CONTRACT RATES FOR PRODUCTION OF RAW VERMICULITE AND
MANUFACTURE OF EXFOLIATED VERMICULITE AT SEVATHUR VERMICULITE
MINES AND EXFOLIATION PLANT ON TONNAGE BASIS**

BOQ to be downloaded from the E-tender portal

ANNEXURE - V

CRITICAL DATA SHEET

Publishing Date	30.08.2018
Bid Document Download/Sale Start Date	30.08.2018 from 10.00 hrs
Bid Submission Start Date	30.08.2018 from 10.00 hrs
Bid Submission END Date	17.09.2018 upto 17.00 hrs
Last date and time of submission of original Demand Draft for tender fee and EMD	20.09.2018 upto 14.00 hrs
Bid Opening Date (Cover - I)	20.09.2018 at 16.00hrs
Bid Opening Date (Cover - II)	Will be intimated later on through Tamil Nadu Government's e-Tender portal
Tender Fee	Rs.1000/- (Rupees One Thousand Only) (Non refundable)
EMD	Rs.50,000/- (Rupees Fifty Thousand Only)

GENERAL MANAGER(FINANCE)

ANNEXURE- VI

FORMATE OF BANK GUARANTEE

Letter of Guarantee No.

Dated:

Place: Chennai

To

The Tamil Nadu Minerals Ltd.,
(An Undertaking of Government of Tamil Nadu)
No.31, Kamarajar Salai, Chepauk,
Chennai- 600 005.

This deed of undertaking executed by (.....bank)
in favour of Tamil Nadu Minerals Ltd., Chennai for an
amount not exceeding Rs. (Rupeesonly) at the request of
(successful tenderer) who is one of our client.

This guarantee is issued subject to the conditions that the liability of the Bank
under this guarantee is limited to a maximum of Rs. (Rupees
.....Only) (the sum equivalent to the 5% of the total value of the
contract in the Tender No.-----, dated: ----- held on
.....). This guarantee shall remain in full for force upto ----- and
cannot be revoked otherwise than by a written demand or claim by the
guarantee served on the Bank on or before -----.

Whereas Tamil Nadu Minerals Limited, Chennai has floated tender for
appointment of labour contractor for production of raw vermiculite and
manufacture of exfoliated vermiculite at Sevathur Vermiculite mines and
Exfoliation plant to M/s..... the successful tenderer
valid uptofor the production of exfoliated vermiculite, valid upto.
... providing that the successful tenderer should furnish performance guarantee
in the form of Bank guarantee for the value of 5% of the total value of the
contract within 15 days from the date of receipt of communication intimating
them the acceptance of the tender as per the terms and conditions of this
tender. It shall be in force during the currency of the contract.

AND whereas M/s
to stand guarantee for the said sum of Rs.

approached
(Rupees only)

AND whereas the Bank expressed its willingness to stand guarantee for the said sum of Rs. (Rupees only) as follows:-

We.....(hereinafter referred as the “Bank” which expression shall unless repugnant to the context or meaning there of include its successors, administrators, executors and assigns, do hereby guarantee and undertake to pay the beneficiary (The Tamil Nadu Minerals Ltd.,) immediately upon your first demand all the moneys payable to the extent of Rs.....(Rupees only) at any time before without any demur, reservation, context, recourse or protest and/ or without any reference to M/s in case they breach any terms and conditions of the sale agreement without your needing to prove or to show grounds or reason for your demand or the sum specified therein.

NOTWITHSTANDING anything contained herein, our liability under this guarantee is restricted to Rs.....(Rupeesonly). Our guarantee shall remain in force during the currency of the contract i.e. uptoUnless a written demand or claim under this guarantee is lodged with us on or beforeall your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

The bank has under its constitution power to give this guarantee and, who has signed it on behalf of the Bank has authority to do so.

Dated this day of 2018

Place

For -----Bank

Authorized Signatories.