

# SUPPLY OF MANPOWER TO VARIOUS DEPARTMENTS AT ARIYALUR CEMENT WORKS, ARIYALUR DISTRICT

**TANCEM/RO/MM/08/Appt. of contractor for supply of manpower/ACW/2024-25 DT.12.06.2024**

<b>ADVERTISED ON</b>	12.06.2024
<b>PRE BID MEETING ON</b>	25.06.2024 at 3.00 PM
<b>LAST DATE AND TIME FOR SUBMISSION OF E-TENDER</b>	11.07.2024 upto 3.00 PM
<b>OPENING OF E-TENDER</b>	11.07.2024 at 4.00 PM



**TAMIL NADU CEMENTS CORPORATION LIMITED  
(An Undertaking of the Government of Tamil Nadu)**

No.3A, Aavin Illam, 5<sup>th</sup> Floor,  
Pasumpon Muthuramalingam Salai,  
Nandanam, Chennai – 600 035.  
Tamil Nadu, India  
Phone: +91-44-28525461/71  
Website: <https://tntenders.gov.in>  
e-mail: [tancemmaterials@gmail.com](mailto:tancemmaterials@gmail.com)

Details of the Tenderer	
<b>Name:</b>	
<b>Address:</b>	

**SCHEDULE OF e-TENDER (SOT)**

TANCEM Tender Specification No.	TENDER Ref: TANCEM/ e-T.No.08/2024-25/ Appt. of Contractor for supply of manpower /ACW, Dt.12.06.2024
Mode Of Tender	e-Procurement System (Part I – Technical Bid and Part II – Price Bid) through Online <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
e-Tender No	TANCEM/e-T.No.08/2024-25
Date of Notice of Inviting Tender (NIT) available to parties to download	From 12.06.2024 to 11.07.2024
Earnest Money Deposit (EMD)	Rs.10,00,000/- (Rupees ten lakhs only) by way of only through DD/E-Remittance
Tender Document Cost	The Tender document can be downloaded free of cost from the website <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
Clarification of documents & Specification	Refer Clause 3
Date of Starting of e-Tender for submission of online Technical Bid and Price Bid	12.06.2024
Pre Bid Meeting	25.06.2024 at 3.00 P.M. at the Registered Office of TANCEM at Chennai -35.
Date of Closing of e-Tender for submission of online Technical Bid and Price Bid	11.07.2024 upto 3.00 PM
Date & Time of Opening of Technical Bid (Part-I)	11.07.2024 at 4.00 PM
Date & Time of Opening of Price Bid (Part-II)	Will be Informed in Online Portal and by Post / e-mail
Validity of Bid	Refer Clause 13

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**ACRONYMS USED IN THE TENDER DOCUMENT**

TANCEM	Tamil Nadu Cements Corporation Limited
DD	Demand Draft
EMD	Earnest Money Deposit
SD	Security Deposit
LD	Liquidated Damages
NEFT	National Electronic Fund Transfer
RTGS	Real Time Gross Settlement
BG	Bank Guarantee
LOA	Letter of Acceptance
Unit	0.5 MTPA and 1 MTPA Plant at Ariyalur
TDS	Tax Deducted at Source
GST	Goods and Service Tax

**PART – A**  
**TECHNICAL BID**

**1 PREAMBLE OF TENDER**

Tamil Nadu Cements Corporation Limited (TANCEM), a Government of Tamil Nadu Undertaking, is having three Cement Plants, two at Ariyalur in Ariyalur District with a total production capacity of 15 lakh tons per annum and another Cement Plant at Alangulam in Virudhunagar District with a production capacity 2 lakhs tons per annum.

For and on behalf of TANCEM, the General Manager (Marketing) invites the prospective bidders for supplying manpower under various categories viz., skilled, semi-skilled, un-skilled and highly-skilled on contract basis for various departments in the Ariyalur Cement Works (0.5 MTPA and 1 MTPA Plant), Ariyalur District, Tamil Nadu, India.

The manpower agency whose bid is accepted through this e-Tender process will supply requisite manpower for the 0.5 MTPA and 1 MTPA at Ariyalur for two years from the date of the Letter of Acceptance and it may be extended for 6 months or till finalization of next contract whichever is earlier at the same rate, terms and conditions.

**Short Titles used in the Tender Document:**

<b>1</b>	<b>Tenderer</b>	Tenderer means the party who makes a formal offer in pursuance of the Tender floated.
<b>2</b>	<b>Successful Tenderer</b>	Successful Tenderer means the bidder who becomes successful through the Tender process.
<b>3</b>	<b>Day</b>	A day means a calendar day
<b>4</b>	<b>Wage Rate</b>	Daily rates as per Minimum Wages Act to be given to the employees depending on the categories to what they belongs to, which would inclusive of PF (both shares), ESI (both shares) if applicable / Workmen Compensation Policy, Contract Commission, Tax and TDS etc.

**Applicability of Tamil Nadu Transparency in Tender Act, 1998**

This Tender will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time. (<http://www.tn.gov.in/gorders/>)

## 2 SALIENT FEATURES OF THE TENDER

APPOINTMENT OF CONTRACTOR(S) FOR SUPPLY OF MANPOWER TO VARIOUS DEPARTMENTS OF ARIYALUR CEMENTS WORKS, ARIYALUR DISTRICT, TAMILNADU	
1	Tender inviting Authority, Designation and Address The General Manager (Marketing)/ DRO, Tamil Nadu Cements Corporation Limited, No.3A, Aavin Illam, 5 <sup>th</sup> Floor, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035. Tamil Nadu, India
2	a)Name of the Work Supply of skilled, semi-skilled, un-skilled and highly-skilled manpower on contract basis for various departments at Ariyalur Cement Works, Ariyalur District, Tamil Nadu, India
	b)Tender reference TANCEM/RO/MM/08/Appt. of contractor for supply of manpower/ACW/2024-25
	c)Place of Delivery To various department in the 0.5 MTPA and 1 MTPA plant at Ariyalur, Ariyalur District, Tamil Nadu.
	d)Contract period 24 Months from the date of issue of Letter of Acceptance and extendable by TANCEM at its sole discretion for another 6 months or till finalization of next contract whichever is earlier at the same rate, terms and conditions.
3	Tender documents available in <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
4	Earnest Money Deposit(EMD) An EMD amount of Rs.10,00,000/- (Rupees ten lakhs only) should be paid only through DD in favour of Tamil Nadu Cements Corporation Limited or through e-remittance.
5	Pre Bid Meeting 3.00 PM. on 25.06.2024
6	Due Date, Time for submission of Tender Up to on 11.07.2024 by 03.00 pm
7	Date, Time and Opening of Technical Bid On 11.07.2024 at 04.00 pm at No.3A, Aavin Illam, 5 <sup>th</sup> Floor, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035

## 3) GENERAL INSTRUCTIONS

**3.1**The Tenderers are requested to examine the instructions, terms & conditions and specifications laid down in the Tender. Failure to furnish all required information in every aspect will be at their risk and may result in the rejection of their bid.

### 3.2 Clarifications in the e-Tender

- a. A prospective Tenderer requiring any clarification in the Tender may address the Tender Inviting Authority by mail/letter before 48 hours of the opening of the tender. TANCEM will respond to any request for clarification in the Tender.

- b. The responses to the clarification will also be notified on <https://tntenders.gov.in> without indicating the source of query.

**3.3 Amendments to the e-Tender**

- a) TANCEM may amend / change / modify the Tender Conditions any time prior to the time fixed for submission of the Tender. It is the responsibility of the Tenderer of the tender to follow the designated site for any such changes in the tender conditions.
- b) Also, amendment to the tender may be given in response to clarifications by prospective Tenderers solely at the discretion of TANCEM.
- c) Such amendments will be notified on website <https://tntenders.gov.in>.
- d) TANCEM at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- e) All the Tenderers must periodically browse website <https://tntenders.gov.in> till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. TANCEM will not be responsible for any misinterpretation of the provisions of this tender document on account of the Tenderers failure to update the bid documents based on changes announced through the website.

**3.4 Language of the e-Tender**

- i. The bid prepared by the Tenderer as well as all correspondence and documents relating to the bid shall be in English language only.
- ii. Tenderer should sign each and every page of Tender Documents including Annexures / Amendments if any and upload the same in the Online Portal; otherwise their bid will be rejected. Any offer made in response to the tender when accepted by TANCEM will constitute a contract between the parties.

**3.5 TANCEM not bound by any personal representation**

The Contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by any reason or any representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given to him by any person of the TANCEM.

**3.6 Members of TANCEM not individually liable.**

No Director or official or Employee of TANCEM shall, in any way, be personally bound or liable for his / her acts or obligations of the TANCEM under the contract or answerable for any default or omission in the observance or performance of any acts, matters or things which are herein contained.

**3.7 Address of the Tender Inviting Authority:**

**The General Manager (Marketing),  
Tamil Nadu Cements Corporation Limited,  
Aavin Illam, 5<sup>th</sup> Floor,  
No.3A, Pasumpon Muthuramalingam Salai,  
Chennai – 600 035.**

Phone: +91-44-28525461/71,

Website: <https://tntenders.gov.in>

Email: [tancemmaterials@gmail.com](mailto:tancemmaterials@gmail.com)

**4. ELIGIBILITY CRITERIA**

The Tenderer(s) should meet the following Eligibility Criteria for participating in the tender and the proof for the Eligibility should be furnished along with the Technical Bid failing which their offer will be rejected. Consortium /JV companies shall not be permitted.

Sl. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility
1)	The Bidder should be a Government Organization /PSU/ or Public/Private Limited Company or Partnership / LLP firm or Proprietor.	Self-attested copy of the Certificate of Incorporation / Certificate of Commencement of Business / Partnership deed / MOA / AOA / Registration certificate to be enclosed.
2)	The Bidder should have a valid labour license certificate from the competent authority.	Copy of valid license certificate to be enclosed.
3)	The Bidder should have at least <b>2 (two) years of experience</b> as on the publishing date of this Tender in providing manpower to any Government / PSU or Private / Public Sector Companies in India.	Copy of work order along with satisfactory completion certificate from the principal employer to be furnished. The certificate must clearly indicate about the year of service rendered. Bidders showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience.
4)	The Bidder must be dealing with <b>at least 02 Public Sector Undertakings (PSU)/ Government Departments</b> for providing outsourced manpower in the last three years (2021-22, 2022-23 & 2023-24). (Security personnel shall not be considered for the purpose of this clause).	Copy of work order along with satisfactory completion certificate / signed agreement to be enclosed.
5)	The Bidder must have supplied <b>at least 125 manpower per day</b> on outsourced basis to <b>any manufacturing industry</b> (Government Organization / PSU / Public or Private Limited Company / Partnership / LLP firm / Proprietor) in any one of the last three financial years (2021-22, 2022-23 & 2023-24). (Security personnel shall not be considered for the purpose of this clause).	Copy of work order along with wage bill and satisfactory completion certificate from the principal employer to be furnished. The certificate must indicate the year of service rendered and number of manpower supplied. The wage bill must be supported with number of manpower supplied.

6)	The Bidder must have had an annual turnover of minimum <b>Rs.10.00 Crore</b> in any one of the preceding three years i.e. 2021-22, 2022-23 & 2023-24	Copy of the Audited financial statement duly certified by a Chartered Accountant should be enclosed in any one of the said financial year.
7)	The Bidder should have Overdraft (OD) / Cash credit (CC) facility from Bank for an amount of not less than <b>Rs.1.00 (one) crore</b> during the current financial year (2024-25) or should have had an average month end closing bank balance of Rs.1 (one) crore in the last financial year (2023-24).	Copy of sanction letter issued by Banker / statement to be enclosed.
8)	The Bidder must not have been blacklisted by any Government/ Ministry/ Department/ PSU and should have not been debarred from dealing with any company / public department.	Self-Declaration on Bidder's Letterhead to be enclosed.
9)	The Bidder should have been registered with the appropriate authorities under Employees Provident Fund, Employees State Insurance Act.	Copy of self-attested valid certificates shall be enclosed.
10)	The Bidder must have a GST registration certificate.	Copy of self-attested valid certificates shall be enclosed.

#### 4.1 CONSTITUTION OF FIRMS

- a) In case of a Partnership firm, the Partnership Deed should have been entered into and **registered before the date of publishing this Tender Notice**. A copy of the Partnership Deed should be enclosed along with the tender. **Original should be produced for verification.**
- b) When a new partner is introduced during the currency of the contract, prior consent in writing from TANCEM has to be obtained and the new partner has to furnish an Undertaking to perform the contract and accept all the terms and conditions of the tender.
- c) On the death or retirement of any partner of the firm during the currency of the contract, TANCEM may at its option, cancel the contract and in such case, the contractor has no claim or compensation whatsoever against TANCEM. In case of changes in constitution of firm, a new Agreement entered into and registered has to be furnished immediately.
- d) In case of a proprietorship firm, if the proprietor dies during the currency of the contract, TANCEM has option to terminate the contract without any compensation. In the event of re-constitution of firm, the same should be approved by TANCEM and till such time, operation of contract will be put under suspension.

## 5. PERIOD OF CONTRACT

- 5.1. The contract covered by this tender shall be valid for a period of 24 months from the date of Letter of Acceptance (LOA).
- 5.2. TANCEM reserves the right at its sole discretion to extend the contract for a further period not exceeding 6 months from the day following the date of the expiry of the contract or till finalisation of the next contract whichever is earlier at the same rate, terms and conditions.
- 5.3. The Successful Bidder does not reserve any right to refuse the extension order if any issued by TANCEM in accordance with clause 5.2 otherwise their EMD/SD will be forfeited besides recovering any additional cost / loss / damages incurred by TANCEM.

## 6. COMMENCEMENT OF WORK

- 6.1. The Selected Contractor shall have to commence the work immediately after issuance of Letter of Acceptance.
- 6.2. If there is any delay in commencement of work, TANCEM reserves right to terminate the contract by forfeiting EMD besides banning the business dealings with Government of Tamil Nadu for 5 years.

## 7. SCOPE OF WORK

To provide the requisite manpower (Unskilled, Semi-skilled, Skilled and Highly skilled) for various departments in the Ariyalur Cement Works, Ariyalur District (0.5 MTPA and 1 MTPA)

### 7.1 TOTAL TENTATIVE REQUIREMENT OF MANPOWER PER DAY

Category	Manpower in no's
Highly Skilled	50
Skilled	160
Semi-Skilled	200
Unskilled	240
<b>Total</b>	<b>650</b>

- For the skilled manpower, he/she should have sound knowledge in handling machineries, equipment and tools in the cement industry and should be hard working, willing to work in any shifts.
- The category wise manpower is only an indicative and it is subject to change based on the actual requirement.
- The number of manpower may be increased or decreased at the option/requirement of the Unit Management, Ariyalur Cement Works from time to time and subject to actual production/requirement at the Unit.

- The Contractor shall pay the minimum rate of wages as per Central Minimum Wages Act.
- The Contractor shall ensure that the individual skilled, semi-skilled and unskilled manpower deployed in TANCEM conform to the requirements prescribed in the Annexure- AA (enclosed)
- TANCEM reserves right to increase / reduce the total number of manpower requirement indicated above to the extent of 25%.

## **8. TERMS AND CONDITIONS:**

### **8.1. GENERAL:**

- a) It is clearly agreed and understood that all the persons provided by the Contractor shall be employees of the Contractor and not that of the TANCEM and the Contractor shall be solely responsible for all acts of commissions or omissions of his employees and they cannot claim any permanency. It shall be the responsibility of the Contractor to supervise the work of the persons spared by him.
- b) The Contractor shall provide all necessary medical assistance to his workmen at his cost. In case the contractor's worker meets with an accident while on duty, it is the contractor's sole responsibility to make arrangement for their medical treatment at his risk and cost.
- c) The Contractor / his workmen shall not cause any damage to the equipment or property at TANCEM premises. In case of any such damage, the expenses incurred for restoration shall be recovered from the contractor's bill / adjusted against SD.
- d) The Contractor shall indemnify TANCEM against any expenses, penalties incurred by the TANCEM due to his non-compliance or improper compliance of any Act or Rules in force.
- e) The Contractor shall indemnify TANCEM against any expenses/penalties incurred by it by reason of any claims/settlement arising from execution of this contract due to accident involving his workmen or/ and damage to the machinery, if any caused by workmen engaged by him for carrying out the work. It is also expressly understood that the Contractor shall meet any claim of whatever nature arising from execution of this work.
- f) The contractor shall not be allowed to transfer, assign, pledge or sub contracts its rights and liability under this contract to any other.

- g) The Contractor should comply with all safety provisions under various Acts, Rules and Regulations in force.
- h) In case, the Unit management of Ariyalur Cement Works is not satisfied with the services provided by the Contractor, he shall have the right to initiate the process for terminating the contract after giving 7 days' notice.
- i) The contractor should follow the instructions of the Unit Management which shall be final from time to time regarding TANCEM rules and statutory obligations etc., and the decision of the Unit management is final.
- j) Before submitting the tender, tenderers are advised to visit the Units at Ariyalur to understand the nature of work involved.
- k) The Contractor should comply all the statutory requirements of various Acts and he should also comply the instructions given by TANCEM then and there.

**8.2. Supply of Manpower:**

- a) The contractor has to supply the manpower according to the requirement of the Unit Management, Ariyalur Cement Works and he will decide the suitability of the candidates and his decision is final. The company has the liberty to vary the categories and the number of workers needed. The Bidder should not claim any additional charges.
- b) The Unit management, Ariyalur Cement Works will intimate to the contractor in writing any increase or decrease in the number of personnel and the Contractor will endeavor to cater to Unit's requirement within 10 days and the payment will be made only for the actual number of persons reporting for duty in a day. The recruitment expenses if any should be borne by the Contractor.
- c) In case of any strike by the labourers provided by the contractor, the contractor shall immediately supply equal number of workers and ensure that the work is not disrupted. Any loss to TANCEM on account of non-availability of full manpower strength due to strike / any other reason, the contractor shall make good loss to TANCEM.
- d) The deployment of manpower shall be as per the specifications in the Annexure AA.
- e) The factory will be working in all three shifts (24 hours). The deployed manpower shall be flexible to work in any shifts of a day.

- f) The existing manpower subject to fulfilling the requirement to be retained by the contractor immediately after award of the contract without any refusal.
- g) The manpower to be deployed at Ariyalur should be physically fit to execute the work.
- h) The Contractor shall engage a supervisor at their cost mandatorily in all the shifts to monitor and carry out all the administration activities, liaise with management, attendance maintenance, to ensure requisite manpower been supplied to all the departments in all the shifts, to handle unforeseen situations etc., to ensure safety of the workers.

**8.3. Statutory Compliance:**

- a) The successful bidder is required to submit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract. If the contractor fails to provide license for any reason whatsoever or fails to submit the license within the stipulated period of 30 days, the contract shall automatically be terminated and EMD / SD by the Contractor will stand forfeited unless condoned by TANCEM and shall be at liberty to recover losses, if any, from the Contractor.
- b) The Contractor and its staff shall contribute towards all statutory obligations towards EPF, ESI / Workmen Compensation, Bonus, Labour Welfare Fund etc., which are mandatory as per Government Acts, Rules and Regulations in force from time to time.
- c) The Contractor shall comply with Minimum Wages Act as notified by GOI for each category.
- d) The contractor shall maintain all relevant statutory Registers / forms / returns etc. and to produce the same on demand by TANCEM.
- e) The Contractor shall comply with all labour rules and regulations with respect to deployment of labour from time to time. All expenditure against such requirements shall be borne by the Contractor.
- f) The contractor should follow all labour laws including the Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act - 1979 if the contract workmen are employed from other States and

to maintain connected registers in respect of such workmen in Form No. XIII etc.

- g) The provisions and rules relevant to workmen under various Acts should be followed by the contractor.
- h) No child labour shall be appointed.

**8.4. Disbursement of wages to deployed employees:**

- a) The contractor shall have to provide the monthly attendance details of deployed manpower. The P&A Dept. will check the same and give clearance for the bill preparation by the contractor.
- b) The payment of wages to all the deployed employees shall be made only through individual bank accounts and it should be credited to their bank account on or before 07<sup>th</sup> of every month without fail, otherwise Liquidated Damages of Rs.10,000/- per day will be claimed / adjusted against the bill due subject to maximum ceiling of 10% of the contract value including GST.
- c) Pay statement shall be submitted to the P&A officials every month.
- d) There may be delay in payment to the Contractor by this office on administrative grounds, however; the contractor shall have to pay the wages of the employees as per provisions of Labour Law and payment of Wages Act.
- e) A computerized Monthly Payment Slip shall be issued to all contractors' manpower at the time of monthly payment. The Pay slip must bear the contract agency name & logo etc.
- f) Pay Slip' must also mention clearly the Name & ID of the contract manpower, all the components for payment and deductions, separately. Besides, PF Account number, ESI Account number, PF & ESI contribution by employer, deductions made if any and all other relevant details must also be mentioned on the 'Pay slip'
- g) ID card should be issued to all the workers deputed at Ariyalur at the cost of the Tenderer.

**8.5. Welfare and other benefits to deployed employees**

8.5.1. The Contractor shall have to provide the following benefits without fail to all the deployed employees at his own cost. If the Contractor fails to provide all or any of the following benefits, TANCEM may take necessary action deemed as fit:

- a) One set of Personnel Protective Equipment (PPE) per annum

- b) Two set Uniform with stitching charges per annum
- c) Tea and snacks to all workmen attending each shift at subsidized rate of Rs.2.00 each shall be provided by the Contractor and the same can be deducted from their wages. If any additional charges claimed the same will be deducted from the bills due.

8.5.2. The benefits referred above in the clause 8.5.1(a) and 8.5.1(b) for the first year should be provided to all the workers to be deployed by the Successful Bidder within 45 days from the day of award of LOA and for the second year, the benefits should be provided after one year from the date of issuance of first set otherwise equivalent amount of benefits will be recovered from the Bills due.

8.5.3 The contract of the successful bidder(s) will be terminated by issuing 7 days' notice besides forfeiting EMD/SD and banning the business dealings with Government of Tamil Nadu for a period of 5 years:

- For the 1<sup>st</sup> year - If the successful bidder fails to provide the above said benefits more than 60 days from the day of award of Letter of Acceptance.

(Or)

- For the 2<sup>nd</sup> year - If the successful bidder fails to provide the said benefits for the second year for more than 60 days from the day of due.

**8.6 Branch / Site office:**

8.6.1. The Bidder should have his Regional / branch / site office at Ariyalur District at his own cost within 30 days from the date of issuance of LOA. The Work Order will be released only after submission of valid documentary evidence to prove the existence of the registered / branch/ Local office at Ariyalur District. In case the bidder does not hold office at Ariyalur District more than 45 days, their contract will be terminated by forfeiting EMD/SD.

8.6.2. A Supervisor should be engaged by the Contractor at his own cost and made available round the clock at the branch / site office to oversee and ensure uninterrupted supply of manpower for all the shifts and to solve issues that emerge issues then there arise.

8.6.3. Failure to comply with the above clauses 8.6.2 will lead to termination of Contract, besides forfeiture of EMD and SD.

**8.7 Reimbursement:**

The statutory payment such as EPF (both contribution), ESI (both contribution) / Workman Compensation, Minimum Bonus etc., falls within the scope of the Contractor and he have to make payment to appropriate authorities within stipulated time on his own fund.

The Contractor shall get reimbursement only of the amount paid towards wages, minimum bonus, employer contribution of EPF and ESI or workmen compensation policy as the case may be. The Contractor shall have to submit necessary proof / documents for having made payment of wages, EPF, ESI / Workmen Compensation policy, otherwise payment will not be released. Apart from the above no other claims can be made by the Contractor.

**8.8 Responsibilities of the Contractor:**

- a) The Selected Contractor is required to submit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract.
- b) The Contractor shall have to remit both (employer and employee) contributions of EPF, ESI or workmen compensation policy (as applicable) and any other statutory payments under various acts to appropriate authorities using their own fund before the due date without fail.
- c) It is the responsibility of the Contractor to deduct the contribution of EPF / ESI from employee and to remit to the Government along with employer contribution on or before the due date for all the deployed employees. Any amount towards employee portion deducted but not paid or both employee & employer contributions not paid or any short payment made to the authority the same will be withheld from the bill due and will be released only after clearance of such dues along with applicable charges made to the appropriate authority.
- d) Any liability arising out of delayed payment of EPF (both contribution), ESI (both contribution) / workmen compensation policy or any other statutory payment that becomes payable for which the contractor is solely liable

and the same has to be borne by the Tenderer otherwise the same will be claimed / adjusted against the bill due / SD.

- e) In case the management requires any data related to the statutory compliance or any reconciliation to be done, it is the responsibility of the contractor to respond promptly without fail. Especially for reconciliation required for EPF/ESI, the Contractor must depute competent person to resolve the issue. In case of non-compliance on the part of the contractor as the management may take necessary action deemed fit.
- f) The Contractor is fully responsible for uninterrupted supply of manpower for all the shifts.

#### **9. SPECIAL TERMS**

- a) TANCEM reserves the right to vary the quantity finally ordered to an extent of 25% either way of the requirement indicated in the tender documents as per Rule 14(9) of Tamil Nadu Transparency in Tenders Rules, 2000.
- b) In case, any Successful Tenderer defaults in execution of work, TANCEM reserves the right to get the job done with any alternative arrangements at the risk and cost of the defaulted Contractor.
- c) This Tender will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time. (<http://www.tn.gov.in/gorders/>).
- d) In case of termination of the contract on its expiry or otherwise, the persons deployed by the successful agency/bidder shall not be entitled to and will have no claim for any absorption or engagement in any capacity in TANCEM.

#### **10.EMD AMOUNT AND MODE OF SUBMISSION**

10.1. An EMD amount of Rs.10,00,000/- (Rupees ten lakhs) should be paid only through Demand Draft or by means of E-Remittance in favour of "Tamil Nadu Cements Corporation Limited" to the following bank account:

**BANK DETAILS FOR REMITTING EMD:**

Bank name : STATE BANK OF INDIA  
Account no. : 10404415107  
IFSC Code : SBIN0009930  
Branch : INDUSTRIAL FINANCE BRANCH,  
CHETPET, CHENNAI – 600 031.

10.2.Tenders without EMD amount will be rejected by TANCEM as non-responsive.

10.3 The EMD amount of the unsuccessful Tenderers will be returned only after finalizing and issue of Letter of Acceptance to the successful Tenders within a reasonable time.

10.4 The EMD amount will not earn any interest thereof till repaid.

10.5 The EMD amount shall be forfeited if:

- Tenderer withdraws the tender during the period of tender validity specified in the tender (or) If the tenderer fails to sign the contract or to remit Security Deposit or if the rates are revised, modified during this period or the orders are not executed after acceptance of offer.
- Further the EMD will be forfeited if the performance of the successful tenderer is not found satisfactory.

10.6 **Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of their bid and TANCEM will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **11.SUBMISSION OF e-TENDER**

**Two-cover online system should be uploaded in Online Portal:**

11.1 GENERAL INSTRUCTIONS:

- a. The tender proposes two stage tender system viz. (PART A) Technical Bid and (PART B) Price Bid. The first stage enables TANCEM to know whether the Tenderer is technically competent and capable of executing the order. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Price Bid. The Price Bid of Tenderers who failed in the first stage will not be opened.
- b. Both the Technical and Price Bids should be submitted in Online Portal <https://tntenders.gov.in>.
- c. In Technical Bid – Documents listed in the Clause no 11.2 shall be enclosed.
- d. In Price Bid – The service charge alone are to be quoted in the Excel Format and to be uploaded online. GST, if any, to be shown separately as indicated in the price bid.

11.2 Details to be uploaded in the Technical Bid:

- a. Details of E-Remittance / Crossed DD towards EMD. In case of DD it should be submitted to the Tender Inviting Authority before the due date and time of bid submission.
- b. Seal and signed tender document including Annexures / Amendment if any in all the pages to be uploaded.
- c. Certificate/s of proof to show successful execution of similar type of work earlier.
- d. Profile of the Bidding Organization as per Annexure-I.
- e. Representative's photo affixed to the Authorization Letter as per Annexure-II and it should be from the competent authority of the bidder to deal with this Tender. Documents received without such authorization will not be considered for further processing.
- f. Certificate of Conformity as per Annexure-III from the Tenderer stating that all the terms and conditions of the tender have been fulfilled.

- g. The tenderer shall furnish as part of the bid, documents establishing the tenderers' eligibility to perform the contract.
- h. All the required documents for Eligibility Criteria clause 4 and other documents wherever insisted in the tender.
- i. The Tenderer should have the financial, technical and production capability necessary to perform the contract. The Documentary evidence of the tenderer's qualification shall be established to the satisfaction of TANCEM.

**11.3 DETAILS TO BE UPLOADED IN PRICE BID:**

- a) Firm Prices must be quoted only in the PRICE BID in excel format and to be uploaded online.
- b) It is the responsibility of the Tenderer to quote the rates carefully as per the format in the Price Bid (excel). The Tenderer has to quote correct GST rate as applicable in the respective column of the price bid (excel).
- c) As a proof of uploading, the tenderer should ensure that besides the acknowledgement received in the Online Portal, SMS alert is also received in their registered mobile number.
- c) In case of any issues in uploading the price bid the bidder may contact TANCEM corporate office before 24 Hrs.

**11.4 SIGNING OF BIDS:**

- i. The bids shall be signed by the Tenderer or a person or persons duly authorized by Specific Power of Attorney (SPA) to bind the Tenderer to the Contract. Tenderers/Authorized persons of SPA are requested to sign each and every page of the tender document including Annexure(s) / Amendments attached thereto from wrapper to the last page of the tender document. In case of unsigned tender document submitted then their bid would be rejected.
- ii. Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorized to sign the bid. Tender documents should be free from over writing.

**11.5 MODE OF SUBMISSION:**

All the documents are to be uploaded in the Online Portal only.

Website <https://tntenders.gov.in>.

- 1. Part A – Technical Bid
- 2. Part B – Price Bid

**12. Withdrawal of tenders before opening:**

- 12.1 No tender shall be allowed to withdraw the tenders after submitting the tender.
- 12.2 The Tenderer may submit a modified tender before the last date for receipt of tender provided that where more than one tender is submitted by the same Tenderer; the lowest eligibility financial tender shall be considered for evaluation.

**13. PERIOD OF VALIDITY OF BID**

- 13.1 The rate quoted should be valid for a period of 90 days for acceptance from the due date of submission of Tender. During the validity period, no bidder

is permitted to make any upward revision in the rate. Further no bidder is permitted to withdraw their offer within the validity period of the tender or before finalisation of Tender. In case, any bidder withdraws his offer within the validity period of the offer or extended validity period, the EMD amount paid by him will be forfeited.

13.2 In exceptional circumstances, TANCEM may solicit the bidder's consent for an extension of the period of validity totally not exceeding 180 days. The request and the responses thereto shall be made in writing.

#### **14. PRICING TERMS**

Service Charge in the Price Bid (BOQ) shall be quoted in percentage uniformly for all the categories (Unskilled, Semi-skilled, Skilled and Highly skilled) by taking into account the following responsibilities (but not limited to) should be handled by the contractor;

- Disbursement of wages as per minimum wages act / any other statutory payments under various acts to each worker through bank account using their own fund and shall be reimbursed.
- Remittance of employee and employer's contribution towards PF and ESI or Employee Compensation Scheme as applicable using their own fund and shall be reimbursed.
- Providing welfare and other benefits to deployed workers at their own cost as per clause 8.5.1.
- Providing pay slip, ID card and Medical assistance to the worker deployed at their own cost.
- Engagement of supervisor at their own cost.
- Administrative cost of the contractor.
- Any other associated cost to be incurred by the contractor to perform the work as per the Tender conditions / statutory requirements.
- The Service charge quoted in the Price Bid (BOQ) should be firm during the contract period / till extended period if any. However any revision in the minimum wages in accordance with Minimum wages notification issued by the appropriate authority (GOI) from time to time after submission of the tender, payment of minimum wages to the personnel deployed should be revised accordingly with prior approval of TANCEM.

#### **15. DEVIATIONS**

No deviation will be allowed from the tender terms and conditions as well as quality specifications. Tenders with deviation will be summarily rejected. The tenderer has to submit a Certificate that the tender is in complete conformity with the tender terms and conditions as per format vide **ANNEXURE-III**.

#### **16. OPENING OF e-TENDERS**

- a) The Tenders will be opened at the prescribed date and time in the presence of Tenderers or their representatives who choose to be present. The representatives of Tenderers must bring the authorization letter from

the bidding companies for attending the e-Tender opening. Not more than two representatives for each Tenderer would be allowed to take part during the bid opening process.

- b) Technical Bid would be opened first. Eligibility Criteria such as payment of EMD/submission of valid EMD exemption certificate and compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.
- c) Only the Technical Bid will be opened on the due date.
- d) The date and time of opening of the Price Bid will be communicated through email/post.
- e) Tenders non-compliant with any of the tender terms will not be considered for the next stage i.e. for opening of the Price Bid.

**17. e-TENDER EVALUATION CRITERIA**

The evaluation of e-Tenders will be done by TANCEM as detailed below:

**TECHNICAL BID EVALUATION:**

Tenderers will be eligible for further processing only if they fulfil the following criteria:

- a) Payment of EMD.
- b) Enclosing the tender document, Annexures, Amendments duly signed by affixing seal in all the pages/Amendments if any.
- c) Compliance with the Eligibility Criteria indicated in Clause no 4.
- d) The performance of the bidder in the past five year contracts will be considered for evaluation. In case the performance of the bidder in the previous contracts was found to be non-satisfactory their bid will be rejected outright.
- e) TANCEM at its discretion may seek bonafide clarification / additional details/ documents from the bidders, if it is required for the purpose of evaluation. In case the bidder has not furnished the details requested within the stipulated time their bid will not be considered for further process.

**18. OPENING OF PRICE BID:**

The technically qualified tenderers alone will be informed about the date and time of opening of price bid through mail / post and their price bids alone will be opened on the informed date and time in the presence of the Tenderers or their authorized representatives who choose to be present.

**19. PRICE BID EVALUATION:**

- a) The Service charge in percentage must be quoted only in the Price Bid (Excel).
- b) The bidder has to compulsorily quote their service charge uniformly for all the categories without fail. If the bidder fails to do so their bid will be summarily rejected by forfeiting EMD.

- c) The bidder who offers **less than 2%** as service charge (excluding GST) in the Price Bid, their bid will be rejected outright by forfeiting EMD.
- d) In case any arithmetical errors in the totalling, the unit rate remain final and it will be considered for evaluation.

**20. Determination of the Lowest Evaluated Price:**

1. The price bid evaluation shall be based on uniform service charges quoted in percentage (including GST) for all categories.
2. The bidder (s) who quotes the lowest service charge in percentage (including GST) will be considered as L1.
3. In the event of two or more tenderers have quoted the same rate in the financial bid, the lowest tenderer would be arrived in accordance with the rule 29(4) b of the Tender Transparency in Tender Rules 2000 by asking the tenderers to provide their best and final offer of the financial bid in a sealed cover and the Tenderer offering the most advantageous financial bid shall be adjudged the Lowest Tenderer.
4. In case, a tie still persists after the procedure contained in rule 29(4)b has been followed, the selected tenderer shall be identified by draw of lots, which shall be conducted, with prior notice, in the presence of the tied tenderers or their representatives who choose to be present.
5. In the event more than one Bidder have quoted 2% as service charge then the lowest bidder(s) will be arrived by draw of lots in the sequence of L1, L2, L3, which shall be conducted with prior notice in the presence of the tied tenderers or their representatives who choose to be present.
6. The results in the BOQ comparative chart in the website is an automated figure and it is not final. The L1 will be arrived and declared strictly as per the conditions stated above.

**21. NEGOTIATION**

TANCEM reserves the right to negotiate with the Tenderer whose offer is the lowest evaluated price for further reduction of price. TANCEM also reserves the right to negotiate with other tenderers to match the negotiated L1 price, strictly according to the Tamil Nadu Transparency in Tender Rules 2000.

**22. ACCEPTANCE OF TENDER**

- a) The final acceptance of the Tender is entirely vested with TANCEM, which reserves the right to accept or reject any or all of the Tenders in full or in part.
- b) After acceptance of the Tender by TANCEM, the Bidder shall have no right to withdraw his Tender or claim higher rate. The Tender Accepting Authority may also reject all the Tenders for reasons such as changes in the scope of procurement, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.
- c) After acceptance of the Tender, TANCEM would issue Letter of Acceptance (LOA) only to the Successful Tenderer(s). TANCEM also reserves right to engage more than one contractor under this Tender. TANCEM may place orders to L1 not less than 60% of the total manpower requirement and

20% each to the next lowest tenderer(s) in ascending order who matches the L1 rate. Final decision in the proportion is entirely vested with TANCEM.

- d) After acceptance of the Tender, TANCEM would issue Letter of Acceptance (LOA) only to the Successful tenderer(s).
- e) The Contract period of 24 months will be counted from the date of issue of the "Letter of Acceptance". After the issue of LOA the successful Tenderer shall have no right to withdraw his tender or claim higher price. The invitation of Bids, the terms and conditions of Tender, Offer of the Tenderer and Letter of Acceptance issued by TANCEM along with any amendment issued prior to signing of Contract shall constitute a Contract between the Tenderer and TANCEM.

**23. PAYMENT OF SECURITY DEPOSIT (SD)**

- a. The successful Tenderers will be required to remit the Security Deposit equivalent to 5% (five percent) of the contract value including GST in the form of Demand Draft / E-Remittance / Unconditional Irrevocable Bank Guarantee for a period of 24 months with a claim period of 12 months, after adjusting the Earnest Money Deposit. The payment of Security Deposit should be made within 7 days from the date of Letter of Acceptance (LOA). The security deposit will not bear any interest.
- b. TANCEM reserves the right to adjust the Security Deposit towards any amount due to it from the successful tenderer and in such an event the successful tenderer on receipt of information from TANCEM shall make further deposit to restore the Security Deposit to the full amount.
- c. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of TANCEM if the successful tenderer fail to fulfill his contractual obligations. This will be in addition to TANCEM's right to make alternative arrangement at the risk and cost of the successful tenderer.

**24. EXECUTION OF AGREEMENT**

- a) The successful Tenderers shall execute a Contract Agreement in the Rs.100 non-judicial stamp paper in the name of the Bidder, within 7 days from the date of LOA.
- b) The Successful Tenderer shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the contract or any part thereof.
- c) In case of the successful bidder fails to execute necessary agreement as prescribed, within the stipulated period, then his EMD will be forfeited and his tender held as non-responsive.

**25. WORK ORDER:**

After payment of Security Deposit within 7 days from the date of LOA and successful execution of the Agreement, Firm Work Order will be issued for supply of manpower (Unskilled, Semi-skilled, Skilled and Highly skilled) to various departments in the Ariyalur Cement Works, Ariyalur District, Tamil Nadu.

**25.1 BILLING:**

The Successful tenderer shall raise the bill for the work completed in the name of "The Unit Head, Ariyalur Cement Works, Ariyalur – 621729"

**GST No: 33AABCT1819J1ZH**

**26. PAYMENT TERMS**

- 26.1 No advance payment will be made.
- 26.2 100% Payment will be made within 15 days from the date of submission of bills after acceptance of the same by the Unit for the actual workman supplied.
- 26.3 The payment will be released to the Contractor only if the following documents are submitted:
- a) Claim bill along with wages sheet duly certified by authorized officials at Ariyalur Unit
  - b) Bank statement for remittance of wages through bank to all the deployed workers
  - c) Documentary evidence for remittance of the statutory payments
- 26.4 The payment shall be made on the basis of attendance certified by authorized user/ officials of Ariyalur Unit. The contractor shall also make payment for all statutory dues in time as per contract terms & conditions.
- 26.5 Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel along with the bills and bank statement.
- 26.6 The bills must be submitted along with: Summary of attendance, Wage Sheet, PF deposit Challan, ESI deposit Challan (if applicable) for the previous month through E-Sewa and Electronic Challan Cum Return (ECR), attested by the contractor.
- 26.7 Payments towards EPF/ESI will be released separately only after submission of payment challans and declaration that "No payment is due towards EPF/ESI in respect of persons deployed at Ariyalur.
- 26.8 The Contractor should submit challan for statutory remittance highlighting / marking for the manpower deployed at Ariyalur. The amount debited in the Contractor's bank statement should exactly match with the challan and wage sheet / summary of statutory remittance.
- 26.9 It is the duty of contractor to ensure timely remittance of GST, and proper filing of GST returns. Any loss to TANCEM due to failure on the above account will be recovered from the future bills of the contractor.

26.10TDS under Income Tax Act and GST Act will be deducted at the applicable rates.

**27. TERMINATION OF CONTRACT**

- a) In case of unsatisfactory performance/noncompliance of any of the provisions under the contract terms on Tenderer part, Tenderer shall be given 7 days' notice by the Corporation Authorities for compliance of the same. Communication sent to the last known address will be regarded as a valid proof of sending such notice and is binding on you. In case of unsatisfactory performance/noncompliance persists on Tenderer part, even after 7 days from the date of issuance of the said notice, the contract shall be terminated without further notice to you and EMD/Security Deposit/any amount withheld for the purpose of performance of the contract shall be forfeited in full besides banning the business dealings with Government of Tamil Nadu for a period of 5 years.
- b) If any loss / damages to the Corporation due to poor performance / noncompliance of the statutory requirement by the Contractor / activities of workman deployed by the Contractor, they shall make good loss to the Organization.
- c) The Tenderer does not reserve any right to terminate the contract during the contract period.
- d) However TANCEM reserves the right to terminate/curtail/cancel the contract at any time after giving 15 days' notice to the Successful Bidder if the manpower service is not required due to any reason. In such case, successful bidder will not be entitled to any kind of compensation.

**28. TERMINATION FOR INSOLVENCY**

TANCEM at any time terminate the contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.

**29. LIQUIDATED DAMAGES:**

**29.1 Disbursement of Wages:**

The Contractor has to remit wages to the deployed workers on or before 7<sup>th</sup> of the every month without fail. In case of delay in remittance of wages with in the stipulated period a levy of Rs.10,000 per day will be claimed from the Contractor subject to maximum of 10% of the contract value.

**29.2 Non supply of manpower:**

The successful tenderer(s) should deploy the workman required by the Unit / any additional as and when required by the Unit Management within 10 days of such request. If not deployed within the stipulated period, it would attract a penalty @ Rs.5,000 per man day on the Contractor. In case of more than 15 days delay, TANCEM may at its discretion terminate the contract by forfeiting SD.

29.3 The successful tenderer(s) shall replace immediately any of its personnel who are found unacceptable to TANCEM because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from TANCEM. The delay in providing a substitute beyond 2 working days would attract a penalty @ Rs.5,000 per man day on the Contractor. In case of more than 7 days delay, TANCEM may at its discretion terminate the contract by forfeiting SD.

29.4 The successful tenderer(s) shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay in providing a substitute beyond 2 working days would attract a penalty @ Rs.5,000/- per man day on the Contractor. In case of more than 7 days delay, TANCEM may at its discretion terminate the contract by forfeiting SD. The damages to be claimed are subject to ceiling of 10% of the contract value including GST.

**30. PENALTY:**

TANCEM reserves the right to cancel the order partially or in full and entrust the supply of Manpower to another tenderer if the supply of Manpower is delayed beyond **7 days** from the date on which he should position the manpower as requisitioned or if there is short supply. The additional cost incurred if any would also be recovered from the Contractor. This would be without prejudice to the levy of Liquidated Damages Charges.

**30.1 FORFEITURE OF EMD/SD:**

- If the Successful Bidder fails to act according to the Tender conditions or withdraws the offer after their Tender has been accepted, his EMD will be forfeited by TANCEM.
- If the Successful Bidder fails to remit the SD within the period prescribed in the LOA their EMD will be forfeited and his Tender will be held void. TANCEM will have the right to divert the order to any other Qualified Bidder.
- If the successful Tenderer fails on specific performance of the contract as per the Tender conditions his/her SD will be forfeited.

**Violation in Terms and Conditions.**

For any other violations in the terms and conditions, recovery of additional cost and forfeiture of Security Deposit amount shall be imposed.

**31. RELEASE OF EMD:**

The EMD amount paid by the Successful Bidder will be adjusted towards part of Security Deposit payable by him. The EMD amount of the unsuccessful bidder will be refunded after finalization of the tender without any interest.

**32. RELEASE OF SD:**

The Security Deposit will be refunded to the Successful Tenderer on completion of the contract period, subject to satisfaction of TANCEM without any interest.

**33. FORCE MAJEURE CONDITIONS**

- i. Should any of the force majeure circumstances, namely Act of God, natural calamity, fire, epidemical sickness, pestilence, Government of India Policy, restrictions, any act / order of Government, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Contractor / Principal Employer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in event of these circumstances continuing for more than one month, either party shall have right to refuse to fulfil its contractual obligations without title to indemnification of any losses it may thereby sustain.
- ii. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and termination of the circumstances preventing the performance of the contract.
- iii. A Certificate issued by the respective Chamber of Commerce in the Contractor or the Principal Employer Location shall be sufficient proof of the existence and duration of such circumstances.
- iv. The Supply of Manpower shall be resumed immediately after the contingency/cies has / have ceased or otherwise determined and the Successful Tenderer's obligations shall continue to be in force for correspondingly extended period after the resumption of execution.

**34. SERVICE OF NOTICE:**

Any notice hereunder may be served on the Contractor by Registered Post at his last known address. Proof of issue of any such notice should be conclusive of the Contractor having been duly informed.

**35. DISPUTES AND ARBITRATION**

In respect of all the tender conditions, the decision of TANCEM shall be final and binding. All matters relating to any dispute which may arise during the execution of the contract shall be referred to the Managing Director, TANCEM, for an amicable settlement. In the case of failure, the dispute shall be referred to the Award of three Arbitrators, one to be appointed by TANCEM and the other by the contractor. The two Arbitrators shall appoint an Arbitrator who will chair the arbitration proceedings. The decision of the Arbitrators shall be final and binding on both the parties. The provisions of the Indian Arbitration Act, 1996 and the Rules made there-under and any statutory modification thereof shall be deemed to form a part of contract.

**36. JURISDICTION**

Subject to the above Clause, it is hereby agreed that Courts at Chennai City have jurisdiction to decide or adjudicate upon any dispute which may arise out of or in connection with this contract agreement. The contract shall be governed by the Laws of Union of India/Government of Tamil Nadu in force.

**37. INDEMNITY**

- a) The contractor shall assume all Liabilities and keep the TANCEM wholly indemnified against any action or suits, claim, cost, damages, charges and expenses arising in relation to this contract.

- b) The contractor shall be fully responsible for complying with all the Acts, Regulations etc., in regard to its workmen and shall fully indemnify the TANCEM against any liability or action by the contractor's workmen and others.
- c) The contractor shall reimburse Without prejudice to any other provision, the contractor shall keep the TANCEM fully indemnified against any action, claim or proceeding under the provision of any Act, Rules or regulations framed there under or order having the force of Law for anything done or committed by the contractor in contravention of such provisions or for infringement or violation thereof in the course of execution of this contract. If as a result of such claim or proceeding, the TANCEM is adjudged liable to pay any penalty or to pay any compensation, such liability will be solely responsible by the Contractor

**38. FRAUD AND CORRUPTION**

The TANCEM requires the contractor to observe the highest standard of ethics during execution of contract. In pursuance of the policy, the TANCEM,

- a) Defines for the purpose of this provision, the terms set forth below as follows:
  - i) "Corrupt practice" means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - ii) "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
  - iii) "Collusive Practice" means a scheme or arrangement between two or more bidders, (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels.
  - iv) "Coercive Practice" means harming or threatening to harm directly or indirectly persons or their property to influence their participation in the procurement process or affect the execution of the contract.
- b) Will reject the bid of a tenderer if it determines that the bidder had directly or through an Agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
- c) Will declare a bidder ineligible either indefinitely or for a stated period of time, to be awarded any contract by the TANCEM, if at any time it is learnt that the bidder directly or through an agent had engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing any TANCEM financed contract.

**ANNEXURE-I**

**PROFILE OF THE BIDDING ORGANISATION**

The Bidder shall furnish the following details without fail:

Name of the Organisation	
Nature of the Organisation: PSU/Public Ltd/Private Ltd/Firm/Proprietorship	
Year of Incorporation (enclose copy of Certificate of incorporation)	
Address of the Registered Office with  Phone: email address:	
GST registration number, PAN Number:	
Details of contact person and mobile number	
<b>MSME</b> If the tenderer falls under the category of MSME, furnish the copy of valid certificate	Yes/No

Note: The Bidder must upload documentary proof for the above details without fail.

I/we hereby declare that the details furnished above are true and correct to the best of my knowledge. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/we am/are aware that I/we may be held liable for it.

Signature of the Tenderer or authorized person with office seal

Place:

Date:

**ANNEXURE –II**  
**FORMAT FOR AUTHORISATION LETTER**

To

The General Manager (Marketing),  
Tamil Nadu Cements Corporation Limited,  
No.3A, Aavin Illam, 5<sup>th</sup> Floor,  
Pasumpon Muthuramalingam Salai,  
Nandanam, Chennai – 600 035.



We hereby authorize \_\_\_\_\_ to submit a Bid on our behalf and subsequently negotiate with the contractor against Tender Ref.: TANCEM / RO / MM/\_\_\_/Manpower/ACW/2024-25 Dt.\_\_\_\_.2024, due on \_\_\_\_\_.2024. We understand that this Authorization letter is only for the purpose of enabling the authorized person to sign the Tender Document for submission and subsequently negotiate with TANCEM on behalf of the Bidder and that TANCEM will enter into a contract only with the Bidder.

(Signature for and on behalf of the Bidder)

Signature of the Authorised person:

Attestation

(Signature for and on behalf of the Bidder)

Place:

Date:

**ANNEXURE - III**  
**NO DEVIATION CERTIFICATE**

**Certified that the Offer is in total conformity with tender terms and specifications without any deviation, whatsoever.**

**Signature of the Bidder** :

**Full Name** :

**Designation** :

**Seal of Company** :

**ANNEXURE - IV**  
**NON BLACKLIST DECLARATION**

Certified that M/s...../ the firm / company / Agency have not been blacklisted / banned by any Government Organization of the States / Central or Union territories as on date of submission of tenders.

Signature of the Bidder (with seal and address

**ANNEXURE - V  
DECLARATION**

M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_ do hereby declare that:

- 2) I/we have carefully read all the conditions of the tender document issued by TANCEM for the tenders invited vide tender reference number \_\_\_\_\_ for appointment of agency for providing manpower on outsourcing basis for a period of 2 years and submitted the offer.
- 2) I/We have downloaded the tender document from the website www.tntenders.gov.in 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 TANCEM.
- 3) I/we declare that the wages to be paid to the workers deployed at Ariyalur within 7 days and should be paid out of my own fund.
- 4) I/we declare that all the statutory payments will be remitted to the authorities in time out of my own fund.
- 5) I/we declare that 2 set of uniforms with stitching charges per annum and one set of PPE per annum will be provided to all the workers to be deployed at Ariyalur within 45 days from the day of award of LOA and for the second year, the benefits should be provided after one year from the date of issuance of first set otherwise equivalent amount of benefits will be recovered from the Bills due.

I/we aware that our contract will be terminated by issuing 7 days' notice besides forfeiting EMD/SD and banning the business dealings with Government of Tamil Nadu for a period of 5 years:

- For the 1<sup>st</sup> year - If we fails to provide the above said benefits more than 60 days from the day of award of Letter of Acceptance.

(Or)

- For the 2<sup>nd</sup> year - If we fails to provide the said benefits for the second year for more than 60 days from the day of due.

- 6) I/we declare that we/our firm will abide to all the terms and conditions of the Tender otherwise the contract is liable to be terminated by forfeiting EMD/SD besides banning the business dealings with Government of Tamil Nadu for a period of 5 years.

Signature of the Tenderer (with seal and address)

**ANNEXURE –VI**

**MODEL LETTER OF ACCEPTANCE**

Lr. No.

Dt.

From

General Manager (Marketing),  
Tamil Nadu Cements TANCEM Limited,  
No.3A, Aavin Illam, 5<sup>th</sup> Floor,  
Pasumpon Muthuramalingam Salai,  
Nandanam, Chennai – 600 035.

To

Sir,

Sub: Tender Number \_\_ , dt.\_\_.\_\_.2024 for Supply of manpower to various departments at Ariyalur Cement Works \_LOA issued – Reg.

Ref: Your tender dated \_\_\_\_\_ and subsequent correspondences resting with your letter dt.

\*\*\*\*\*

This is to notify that your tender dated \_\_\_\_\_ for Supply of manpower to various departments at Ariyalur Cement Works, Ariyalur District, Tamil Nadu, has been accepted at the service charge of % plus GST at %.

You are requested to furnish the Security Deposit 5% (five percent) of the contract value as per clause 23 of the tender document including GST in the form of Demand Draft / E-Remittance / Unconditional Irrevocable Bank Guarantee for a period of 24 months with a claim period of 12 months, within seven days of this Letter of Acceptance and sign the Agreement.

With the issuance of this letter of acceptance the contract for the above said service stand concluded.

Kindly note that failure to sign the agreement shall be construed as a first cause to constitute a breach of contract and for the annulment of award of contract and forfeiture of the Earnest Money Deposit.

Yours faithfully,

( )  
Signing for and  
on behalf of TANCEM

**ANNEXURE -VII**

(Model Form of Agreement)

(To be executed on a Rs.100/- non judicial stamp paper)

The Deed of Agreement made this day \_\_\_\_\_ of \_\_\_\_\_ 2024 between \_\_\_\_\_ represented by its \_\_\_\_\_ hereinafter called the Contractor on the First Part

AND

Tamil Nadu Cements TANCEM Limited, No.3A, Aavin Illam, 5<sup>th</sup> Floor, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035 represented by its Managing Director, herein after called the employer on the Second Part.

The party of the Second Part has invited competitive offers for supplying different categories of manpower to various departments in the Ariyalur Cement Works (0.5 MTPA and 1 MTPA plant) for a period of 24 months.

Upon successful bid, the party of the First Part (M/s.

\_\_\_\_\_ ) have agreed to supply the requisite manpower to various departments of Ariyalur Cement works, Ariyalur District, Tamil Nadu, India at the service charge of \_\_\_\_\_% plus GST at %.

Now both parties have agreed as follows:

- 1) This agreement having been signed by both the parties shall constitute a binding contract agreement between the parties and shall remain in force up to 24 months from the date of LOA and extendable by TANCEM at its sole discretion for a period not exceeding 6 (six) months or till finalization of the next contract whichever is earlier at the same rate, terms and conditions.
- 2) In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of the tender referred to.
- 3) The following documents shall be deemed to form and have been read and construed as part of this agreement viz.,
  - a) The tender ref: \_\_\_/2024-25, Dt.\_\_\_\_.\_\_\_\_.2024

- b) Letter of Acceptance and Work order
  - c) The various terms and conditions mentioned in the tender document.
  - d) E-Mail/letter/all correspondences
  - e) Any extension order issued by TANCEM
- 4) Various clarifications during subsequent discussions.
- 5) Subject to the above, the courts at Chennai alone only shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the \_\_\_\_\_  
day of \_\_\_\_\_ 2024 above written in the presence of

For and on behalf of the Employer

For and on behalf of the Contractor

M/s. (Tamil Nadu Cements Corporation  
Limited, Chennai.)

(M/s. \_\_\_\_\_ )

WITNESSES:

- 1.
- 2.

WITNESSES:

- 1.
- 2.

**ANNEXURE – VIII****Price Bid**

Appointment of Contractors for Supplying Manpower to various department at Ariyalur Cement Works on Contract Basis.

SL. No	Category of the Workers	Wage/Man day Rs.	Employee contribution			Employer Contribution		Service Charges in percentage on CTC to be paid to the deployed manpower exclusive of GST	Applicable GST in %
			EPF @ 12% Rs.	ESI @ 0.75% Rs. (Note 3)	Net Wages Rs.	EPF @ 13% Rs.	ESI @ 3.25% Rs. (Note 3)		
1	Unskilled	522	63	4	455	68	17	<b>Rate should be quoted in the BOQ</b>	
2	Semi-Skilled	610	73	5	532	79	20		
3	Skilled	734	88	6	640	95	24		
4	Highly Skilled	862	103	6	753	112	28		

**Note:**

1. The service charge shall be quoted only in the price bid -BOQ online and shall remain firm during contract period. The percentage of service charge quoted shall remain same irrespective of the changes in wages consequent on revision of minimum wages.
2. The Service charge shall be for salary remittances, making statutory payments, administration Charges, etc.,
3. Employer's Contribution towards EPF, ESI / Workmen Compensation Policy as the case maybe and other statutory payments under various Acts shall be paid by the Contractor on his own fund and reimburses the same from TANCEM after submitting documentary evidence.