



हिन्दुस्तान न्यूज़प्रींट

**HINDUSTAN NEWSPRINT LTD.**  
(A Government of India Enterprise)  
**NEWSPRINT NAGAR P.O.**  
**DIST. KOTTAYAM, KERALA -686 616**

**TENDER DOCUMENT**

**Name of work : Handling of Newsprint in Product Ware house**

**Tender No : HNL/EMCC/09/1831/ T – 1456**

**PART -1**

**Part A : Detailed Tender Notice**

**Part B : Tender Condition , Terms and Conditions & Scope of work ,General Terms &Conditions of the work**

**Part C : Special Conditions of Contract ,  
Performa for Agreement & Bank Guarantee**

**PART-II**

**Part D : Schedule of work**

## PART -A

Hindustan Newsprint Limited  
(A Govt. of India Enterprise)  
Newsprint Nagar PO, Kottayam Dist.,  
Kerala 686 616

HNL/EMCC/09/1831/T-1456

21.06.2010

### NOTICE INVITING TENDER

Sealed, super scribed, item rate tenders under two bid system are invited from competent contractors with sound financial capacity and satisfying pre-qualifying criteria for executing the following work as per detailed schedule of work given in Tender Documents

Tender No	Name of work	PAC Rs. in Lakh	EMD Rs. in Lakh	Due date & time of tender Submission
HNL/EMCC/09/1831/T-1456	Handling of Newsprint in Product Ware house for a period of 2 years (2010-2012)	114.94	2.30	16.07.2010 11.00 Hrs.

Period of Contract : 2 Years.

How to obtain Tender Documents:

- a) From Finance – Cash Section of HNL on payment of Rs. 500/- during working hours up to **16.07.2010**
- b) Tender Documents can also be down-loaded from our web site [www.hnlonline.com](http://www.hnlonline.com) which will be available up to **16.07.2010** and the same can be used for submission of bids. In such cases a DD/pay order of Rs. 500/- drawn in favour of Hindustan Newsprint Ltd from any Nationalized Bank/Scheduled Commercial Bank payable at Kottayam/Newsprint Nagar/Mevelloor/Ernakulam should be attached along with the Part I of the tender document. When tender is submitted with the documents downloaded from the web site, a copy of un-priced schedule of work should be enclosed with Part I of the Bid.

Tenders, complete in all respects, along with prescribed EMD remitted by means of Demand Draft / pay order / Bank Guarantee (in the prescribed format) drawn on any Nationalized / Scheduled Commercial bank payable at Kottayam / Newsprint Nagar / Mevelloor / Ernakulam, in favour of Hindustan Newsprint Limited, should be deposited in Tender Box No. 11, kept in the Tender Room of Administrative Building of HNL, before 10.00 Hrs. on **16.07.2010**. The pre-qualification bid (Part – I) shall be opened on the same day at 11.15 Hrs., in the presence

of the attending tenderers. Tenders can also be sent by post addressed to Sr.Manager (EMCC) at the company address ensuring receipt at HNL before the due date and time. The tender documents shall be submitted in two parts. Part I- Pre-qualification bid and part II price bid.

### **Part I (Pre-qualification bid)**

It shall include the credentials of the contractor and necessary documents to satisfy the criteria for pre-qualification along with the prescribed EMD.

The tenderer should furnish the following tender documents together with the details and certificate required therein.

- a. Detailed tender condition duly accepted
- b. Bio-data of the Tenderer in the format enclosed
- c. General conditions and special conditions of the tender duly accepted
- d. Prescribed EMD
- e. Details of working experience of the tenderer as required in Appendix-I along with Copies of the partnership deed/Memorandum/Articles of association/Annual Accounts audited. Copies of W.Os and completion certificate etc.
- f. Details of relatives working in Hindustan Newsprint Limited/ Hindustan Paper Corporation Ltd. as required in Appendix :II

### **Pre-qualification Criteria**

1. Tenderers should have successfully completed at least one labour oriented material handling contract work of annual value not less than 80% of the annual PAC (57.47 lakhs) during any of the preceding 7 years from 31.05.2010

OR

Tenderers should have successfully completed two labour oriented material handling contract works each of annual value not less than 50% of the annual PAC (57.47 lakhs) during any of the preceding 7 years from 31.05.2010.

OR

Tenderers should have successfully completed three labour oriented material handling contract works each of annual value not less than 40% of the annual PAC (57.47 lakh) during any of the preceding 7 years from 31.05.2010.

For proof of this work order copies and completion certificate from the concerned organization shall be provided.

2. The annual turnover of the Tenderer, in at least one of the preceding 5 years, ending 31<sup>st</sup> March 2010 should not be less than 50% of the above annual PAC of Rs.57.47 lakhs. Certified Profit & Loss statement may be submitted as proof.

The Tender Documents shall be signed on every page and returned along with Part I of the tender as a token of acceptance.

### **Part II (Price bid)**

The tenderer shall quote item wise, unit rates and amount, (both in figures and words) in the prescribed column of the price schedule, and submit the same in a separate sealed cover. In case the tenderer has quoted two different rates in words and figures for the same item, the lower of the two shall be considered valid and binding on the tenderer.

### **Submission of Bid**

The bid is to be enclosed in two separate sealed covers superscribing clearly “Part I Pre-qualification bid” and “Part II Price bid”. The tenderer shall clearly indicate his name and address as well as the Tender number, date and name of work on top of the cover. Both the covers of Part I & Part II shall be enclosed in another sealed cover superscribing the name of the work and Tender No.

Part II – (Price bid) shall be opened only in respect of tenderers who are pre-qualified.

The date and time of opening of part II (price bid) shall be intimated to the pre-qualified tenderers.

Price bid of the tenderers who are not pre-qualified shall be returned along with the EMD.

The tenderers qualified vide this tender may be considered for similar work in future also.

HNL reserves its right to reject any or all tenders without assigning any reason thereof. HNL also reserves its right to reject the request for tender documents or reject the tenders submitted by tenderers who have defaulted in previous tenders or contracts of HNL.

Sr.Manager (EMCC)

**Part - B**

**TENDER CONDITIONS**

1. Tenders not received in time or incomplete in any respect, as well as conditional tenders are liable to be summarily rejected.
2. The decision of Hindustan Newsprint Limited (“Company” for brevity) regarding the adequacy of experience, financial stability and other infrastructure requirement for carrying out the work within the prescribed period shall be final and binding on the tenderers.
3. No tender can be withdrawn after it is submitted. The tenderers will remain bound by the offer till the tenders are accepted/rejected by the company.
4. The tender shall be signed by the tenderer himself or by his authorized agent. In the latter case, a certified copy of the power of attorney under which the said agent is authorized should also be filed. In the case of a firm, all the partners of or such or any of them as are authorized under the deed of partnership should sign. In case a co-operative society, the tenders should be signed by a person duly authorized by its general body.
5. No page of the tender documents shall be removed or altered and the whole set of tender documents given must be submitted after being duly filled in and signed. Failure to comply with these instruction may result in rejection of the tender.
6. The tenderer shall quote rates both in figures as well as in words and in case the tenderer has quoted two different rates in words and in figures, the lower of the two will be considered valid and binding on the tenderer. All corrections and alterations made in the entries, by the tenderer, must be attested with his/their full signature and date. Erasures and over-writings are not permissible and may disqualify the tenderer.
7. The tender submitted by the tenderers shall remain valid for acceptance for a period of 3 months from the date of opening of part-II (price bid) of the tender. The tenderer shall not be entitled during the said period of three months, without the consent in writing of the company, to revoke or cancel his tender or to vary the tendered rates given, or any terms thereof.
8. It is understood and agreed that contractor has after careful examination of the labour situation and visit to the site, satisfied himself to the nature of location of the work, the character, quality and quantity of the material to be handled, the character of equipment and facilities needed during the execution of works, the general and local conditions, the labour conditions prevailing in and all other matters which can in any way affect the works under the contract. No claim whatsoever on this account shall be entertained on a later date.

9. Accepting authority for the purpose of this contract shall be the Managing Director/Executive Director/Chief Executive, Hindustan Newsprint Limited, Newsprint Nagar P.O, Kottayam District or any officer authorized by him.
10. The acceptance of the tender will vest with the accepting authority who does not bind himself to accept the lowest tender and reserves the right to reject all or any of the tenders without assigning any reason, whatsoever.
11. Company reserves the right to distribute the work between more than one contractor. The tenderer may not be awarded the full work and the work may be split up item-wise or otherwise entirely at the discretion of the Company. The tenderer should specifically state so, in case he is unwilling to accept a part of the work.
12. The EMD of the unsuccessful tenderer will be refunded within a reasonable period of time. EMD will not carry any interest. The lowest tenderer will be deemed to be the successful tenderer. If the successful tenderer fails to accept the work order or fails to commence the work as stipulated in the work order, the EMD deposited by him shall be forfeited.
13. The company will not be bound to give any explanation or assign any reason for accepting or rejecting any tender. The company also reserves the right to further negotiate with all or any of the tenderers with regards to the rates and terms. However in the normal course, the company will not hold any negotiation with tenderers other than the lowest.
14. The successful tenderer, whose tender is accepted, will be intimated regarding the acceptance of his tender by a work order, issued by a registered letter bearing the address mentioned in the tender. Within ten days of the issue of such intimation, the tenderer should execute on a proper non-judicial stamp paper, to be supplied at his cost by him, an agreement in terms of the standard agreement form. If the contractor fails to execute the agreement and start the work within the said period of ten days or within such further period as the company may allow, the EMD furnished by the tenderer shall stand forfeited and the acceptance of his tender shall be considered as withdrawn.
15. The tenderer will be deemed to have studied all the conditions of the tender, conditions of contract and terms of the agreement as contained in the draft agreement and also will be deemed to have studied the state of things in respect of the work, before submitting the tender. The act of tendering shall be deemed to be a complete and unreserved acceptance of the clauses of the tender, contract, work order and draft agreement.

16.If the tenderer is a firm, a copy of the deed of partnership and its registration certificate shall be filed with the tender form. If the tenderer is a co-operative society, it should furnish certified copy of registration certificate from the Registrar of co-operative societies.

Sr.Manager (EMCC)

Tenderer

## **TERMS AND CONDITIONS OF THE WORK**

1. The contractor or his authorized agent shall contact the Marketing Office /Shift in-charge, well before commencement of each shift, for collecting information regarding the work. The contractor or his authorized person should be available at work spot round the clock.
2. The contractor shall comply with the orders and instructions issued by the officers, supervisors and staff of Marketing Dept.
3. The contractor shall carry out the work normally in all three shifts. If at any time, the contractor fails to carry out the work, alternate arrangements will be made at the risk and cost of the contractor.
4. The contractor shall arrange sufficient number of labourers in each shift to fulfill the above requirement without fail.
5. The quantity of material to be handled during the contract period may vary depending upon the mill's production, availability of orders, transport etc. No claim for escalation or otherwise on account of deviation of quantity in question will be entertained.
6. The company will provide its Forklifts with clamp along with operator to the contractor for the works.
7. For any damage to the newsprint reels occurred due to reasons attributable to the contractor, company may impose suitable penalty.
8. The contractor has to employ his labourers and shall strictly abide by the rules and regulations in force. The company will have absolutely no liability in regard to the labourers employed by the contractor in case of any accident or any other claim that may arise.
9. The contractor shall maintain true, correct and detailed account of all work done by him in the prescribed form and manner prescribed by the company from time to time. The record shall show separately all item of work, stipulated in the work order of the contract. The contractor shall produce the records so maintained by him for inspection by the Company officials, whenever sought.
10. The contractor shall submit his fortnightly bills and payment will be released within 10 days. The contractor shall furnish in triplicate his bills with supporting documents including statements

as per Company's proforma in this regard showing number of reels handled and the quantity in MT and activities attended/not attended during the contract period for the billed days for every fortnight's work. The payment of the contractor's bills shall be made in the next fortnight provided there are no discrepancies. At the time of submission of bills, the contractor should certify that he has made payment to his workers and there are no dues to them. Income Tax will be deducted from the bills of the contractor at the rate prevailing from time to time.

11. **Security deposit:** The Company shall recover 10% of the bill towards security deposit. The amount of EMD will also form part of the security deposit. The security deposit will be limited to a maximum of Rs.6 lakhs (Rupees Six Lakhs only). When the security deposit exceeds Rs.1 Lakh (Rupees one lakh), the contractor, if he so desires, may convert it into a bank guarantee, valid till the expiry of the maintenance period . The security deposit will not carry interest. The company shall have the right to deduct and appropriate from the SD any amount due and payable by the contractor to the company under the contract.
12. On successful completion of the contract, the security deposit will be refunded to the contractor after expiry of the maintenance period of contract
13. The contractor shall be responsible for the safety of the electrical fittings, fire hydrant fittings and other company's equipment coming in his operational area. If any damage is caused to any of the equipment or raw material by his workers, by his lorries and by his work during the course of working, such loss will be recovered from his bills.
14. No claim will be entertained towards idle time of the contractor's men, vehicles etc. for any reason whatsoever
15. The contract is for a period of 2 years from the date of issue of the work order for this work. But the company reserves the right to extend the contract at the same terms and conditions for a further period of 3 months. The company reserves the right to terminate the contract at any time, serving 24 hours notice, if the contractor fails to execute the work on any day or abruptly abandons the work. The contractor will have no claim towards compensation in the event of such termination.
16. In case the contractor fails to execute the work as per the contractual provisions, the Company will have the right to terminate the contract after giving 7 days notice. In case of such

termination as well as termination under clause No.15, the contractor will not be eligible for any compensation, whatsoever. In that event the company will make alternative arrangements to get the work done at the risk and cost of the contractor and also will forfeit the security deposit of the contractor.

17. If any amount is due to the company from the contractor or his agents or employees due to anything done or committed to be done in relation to this contract, the company shall recover such amount from the unpaid bills and or security deposit of the contractor, and pay him the balance amount due.
18. The contractor has to maintain muster Roll Register and wage register and make payment of wages to the labourers engaged in the work in the presence of the representative of the Company and produce the wage Register for verification to the representative of the company. In case the contractor fails to make payment of wages to his labourers in time the company may be compelled to make payment to the labourers at the contractor's risk. In such a situation suitable action shall be taken against the contractor including imposition of penalty. The contractor shall produce a labour clearance certificate from the concerned official along with his bills.
19. The rates entered in the work order/schedule of items are intended to provide for the work duly and properly completed in accordance with the conditions of tender/contract. The rates accepted shall be deemed to have included all incidental charges or contingencies, which may have not been specifically provided for in the tender. The rate specified in the work order shall be fixed and firm till the completion of the entire work, as per contract, and no claim for enhancement/escalation on any ground whatsoever will be entertained and considered.
20. The contractor shall not assign or transfer or sub-contract to any this contract wholly or in part, thereof.
21. The contractor should comply with all the labour regulations prevailing in the state of Kerala.
22. The contractor has to apply and obtain necessary license as per Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under within one month of the award of the contract. The contractor has to strictly adhere to the various provisions of the said Act including provision for labour canteen on no loss-no profit basis.

23. The contractor should be fully and exclusively liable for the compliance of all obligations imposed by ESI Act as modified from time to time. The company shall retain such sums as may be deemed necessary from the total contract value until the contractor furnishes satisfactory proof that all payments as required by the ESI Act have been effected.
24. The company is entitled to recover PF and PF pension dues, EDLI/Group Insurance premium from the bills of the contractors (Both employer's and employees share). However, the contractors may recover from the employee's wages, the employee's share of PF amount dues. In case any contractor has made his own arrangement for recovery and remittance of PF and PF Pension dues, or is otherwise exempted from the PF Act, he may apply to HR&ES Department with necessary documentary evidence. The onus of proof that a particular contractor is exempted from provision of the PF Act lies with the contractor and the decision of DGM(HR&ES), whether the particular contractor has made his own arrangement for recovery and remittance of PF or is otherwise exempted from the application of PF Act, will be final.
25. In case the contractor fails to make the payment of wages and other benefits as per any memorandum of settlement on expiry of the contract or make short payments, the company as principal employer will make arrangements for such payment, after giving due notice to the contractor, from any dues/deposit of the contractor available with the Company or as debt payable by the contractor.
26. The contractor shall indemnify and keep harmless the company against all losses and damages occasioned due to go-slow, strike or other actions of omission/commission by his employees. He should also indemnify and keep the company harmless from and against losses of every nature and description brought against the company by reason of any act of commission/omission of the contractor, his agents or employees in the execution of the work or in relations to the same.
27. The contractor shall not be entitled to claim any compensation from the company, if he is unable to or prevented from performing the work due to go slow or strike of any section of the company's employees or due to any event like general strike, bundh or harthai or due to any orders or actions of the Government or any other authorities or any other reason whatsoever.

28. The company shall not be liable for any delay or failure to carry out this agreement in all or in part by reason of force majeure, i.e. act of God, War, insurrection, riot, civil commotion, strike, lock-out, earthquake, storm, flood, lightning, explosion, fire or any other event or happening which the company could not reasonably prevent or control
29. This contract is for a period of 2 years. The contractor's quoted rate/agreed rate will remain firm during the entire contract period. The rate specified in the work order shall be fixed and firm till the completion of the entire work during the period and no claim for enhancement/escalation on any ground whatsoever will be entertained and considered.
30. Transportation of goods should be done in a safe and controlled manner, displaying the safety data sheets, wherever applicable.
31. The vehicle used for transportation of material should be in good condition having up to date payment receipt of tax and bearing valid PUC (Pollution Under Control) certificate, as provided in the relevant rules, which should be shown to the company representative, whenever required.

Sr. Manager (EMCC)

Tenderer

## SCOPE OF WORKS

1. The scope of work includes handling of Newsprint in the finishing house, product warehouse or in any other area earmarked for Newsprint storage, stacking/shifting & re-stacking, de-stacking, loading of reels into trucks/wagons/containers, cleaning the areas and packing reels and re-packing of damaged reels as detailed below.
2. **Details of work to be carried at finishing house**
  - a. Continuous receipt of newsprint reels from the paper machine through the lowerators, pushing of each reel from the discharge point of the lowerators, marking of reel number size, direction of winding and weight on each reel.
  - b. After preparation of delivery note and checking by the staff-in-charge of Finishing house, the reels shall be pushed to the Product Ware house/any other designated area for proper storage.
  - c. **(i) Manual Packing** The Contractor shall arrange manual packing of reels whenever required as per the instruction of the OIC Before packing the reels, the reels should be lined up and checked regarding size and gsm. Packing should be done after confirming size and should ensure proper and quality packing without any gum seepage etc. For packing of the reels, the Company shall provide necessary packing materials such as wrapper, adhesive etc. free of charge. The material provided shall be used most economically without any wastage. In case any reel manually packed has to be repacked due to faulty packing the same shall be done by the contractor free of cost. Materials required for such packing will be provided free of cost.
  - (ii)** It may be required to arrange manual packing of newsprint reels with stretch film for export of newsprint reels. subsequent wrapping with Kraft paper will be done in Re winding machine. Stretch film packing will have to be carried at Paper machine operating floor or Product ware house/any other godown, as per the direction of OIC. All packing material shall be given by the Company free of cost.
  - d. After packing the reels, reel number, weight of each reel after weighment, size of each reel and the direction of winding shall be marked on the reel and suitably labeled before pushing the reel to the product warehouse/ final storage point.
  - e. **Weighment of reels:** Generally newsprint reels are sent out from Paper Machine after recording its weight. However random weighment is to be done in each shift as per

instructions of the staff-in-charge. In case due to any mechanical fault the reels could not be weighed at the paper machine and such reels are sent through the lowerator, on receipt of those reels in the Finishing house the same are to be weighed and recorded. It is the responsibility of the contractor to carry out this work without any extra payment.

- f. It is also the responsibility of the contractor to keep the finishing house/product ware house/newsprint storage and handling area neat and clean for this purpose, the contractor has to employ minimum two persons for regular cleaning and sweeping of the working areas. Cleaning includes wet mopping/ vacuum cleaning everyday, manually/ or by the equipments if provided by the Company for the purpose. If the contractor fails to do the cleaning appropriate penalty shall be imposed and recovery effected from the contractor's running bills.
- g. The contractor/his supervisors shall be available in each shift to supervise the work under the contract to ensure smooth execution of the work. He should also ensure that his supervisor/workers are not leaving the work spot or sleeping during duty hours. He should take instructions from the company officials for day-to-day work for prompt completion of the job.

3. **Work to be carried at the Product Warehouse**

- a. This work includes receipt of reels pushing, stacking (if necessary) vertically/horizontally de-stacking, re-stacking, re-packing of damaged reels etc.
- b. The contractor shall arrange handling of newsprint reels pushed out from the Finishing house. These reels are to be carefully handled by stacking them (if necessary) vertically or horizontally. The stacking when done shall be done size wise on the specified area provided for each size, or as per the direction of OIC from time to time. While stacking the reels, it shall be ensured that mixing up of different sizes does not takes place. This work has to be carried out continuously. The company shall provide forklift free of charge for vertical stacking of Newsprint reels.
- c. All shutters, doors of the product warehouse which are in operation shall be opened and closed by the workmen of the contractor as per the instruction of the OIC. All the passages in the product warehouse shall be kept clean and clear for the free movement of forklifts and other material handling equipments. Lights/fan etc. will be put off, whenever not required.
- d. **Re-packing of damaged reels:** The contractor shall arrange re-packing of damaged reels. For this purpose the required

packing materials will be provided by the company free of cost.

- e. It is the responsibility of the contractor to arrange cleaning the whole area of product ware house especially the area of truck loading bay, wagon loading platform and truck and walking passages. This work includes manual cleaning/or cleaning by the equipments provided by the Company.

#### 4 **Loading of Newsprint into trucks**

- a. Loading in the trucks: This work includes de-stacking of Newsprint reels if required and loading of the same systematically into trucks as per the instructions of Sr. Manager (Mktg) or his representatives. For de-stacking of newsprint reels vertically stacked, forklifts shall provided free of cost.
- b. While de-stacking the reels, if any packing of the reel is damaged, the same shall be repacked as per instructions. Materials required for re-packing will be provided free of cost.
- c. The reels will be loaded to the trucks through Scissor Lift. Forklift also will be provided as per requirement.
- d. Loading shall be carried out strictly as per the instruction of OIC. Normally First –in First – out principle shall be followed unless other wise instructed
- e. Loading into trucks shall be done promptly so that trucks are not detained beyond a reasonable time. If trucks are detained and detention charge becomes payable to the carriers due to failure of the contractor to load the required number of reels into the trucks within a reasonable time, such detention charges shall be debited to the contractor and the same shall be recovered from his running bills/security deposit.
- f. After loading of the trucks the contractor shall make necessary arrangements for de-stacking the reels and keeping it in an orderly manner for the next days loading.
- g. The contractor or his authorised representative should ensure the reels earmarked for loading into each truck are only loaded.
- h. In the event of failure to execute the work fully or in part, the company reserves the right to terminate the contract and to make alternative arrangements to carryout the work at the risk and cost of the contractor and he shall be responsible for any loss including consequential losses to the company or claims arising from other agencies in this regard.

## **5. Loading in to wagons**

- a. This work includes de-stacking of reels (when necessary), pushing them to the platform and loading into the wagons.
- b. Before loading the reels into the wagons, the contractor shall inspect the wagons and ensure that all the wagons placed for loading are water tight and suitable for newsprint loading. The contractor shall arrange cleaning before loading & carry out minor repairing work/pasting and filling of holes of the wagons and also provide suitable beading to avoid water entry into the wagons. The newsprint reels of size up to 81.5 cm can be loaded with the help of ramps available at the loading point.
- c. For loading of newsprint into wagons forklifts shall be provided free of cost.
- d. If packing of any reels is damaged such reels shall be repacked before loading. The required packing materials shall be provided free of cost.
- e. After loading of the wagons, the contractor shall make necessary arrangements for keeping the reels in orderly manner for next days loading. Before arranging reels for next day's loading the contractor shall seek instruction from the OIC for the wagon loading programme for the next day. If there is no loading programme, reels shall not be kept on platform for loading.
- f. The contractor shall be responsible for cleaning the work site during the progress of the work as well as after completion of the work in the wagon loading.
- g. Wagon should be loaded within the free time allowed for loading. In case the wagons are detained without loading for reasons attributable to the contractor, he shall be responsible for payment of demurrage. The entire amount of demurrage charges will be recovered from his running bills except that incurred due to reasons connected with loco failure or other operational difficulties not attributable to the Contractor.
- h. The contractor or his authorised representatives should ensure that reels earmarked for loading into each wagon are only loaded.
- i. In the event of failure to execute the loading of wagon fully or in part, the Management reserves the right to make alternate arrangements at the contractor's risk and cost. The contractor shall be responsible for any loss or extra expenses including consequential losses to the company or claims from the agencies in this regard.
- j. After loading the wagons, the contractor shall close the doors of wagons properly with gunny strips on the side of

doors. The contractor shall collect the identification tags from Railway officials and seal the wagons properly.

**6. Loading in to containers**

- a. This work includes de-stacking of reels (whenever necessary) and pushing them to the platform and stuffing into containers.
- b. Before stuffing the containers the contractor shall line up the reels of each container for inspecting the same by the Central Excise authorities.
- c. For stuffing into containers Forklift will be provided by company and the reels will have to be stuffed either vertically or horizontally as per the direction of the OIC.
- d. After stuffing the containers, the contractor shall assist the Excise authorities for sealing the containers.

**7. Volume of work:**

Details of work responsibilities are mentioned in detail elsewhere in this tender document. The company's present production is about 350 MT per day (about 1,15,000 MT/year). Despatch of newsprint shall depend on orders on hand, availability of transport media and other market related factors. Similarly, the other works as mentioned in the document also depend on actual receipt and despatches. The qty. wherever mentioned against respective heads are approximate and no guarantees is given for the volume of work to be handled every day. The contractor or his work men are not entitled to claim any compensation, what so ever, due to non availability of continuous work or fall or increase in the volume of work.

**8. Timing of work**

Finishing House	: Round the clock
Product Ware house	: Handling of newsprint reels including Stacking (if necessary) round the clock Loading : From 9.00 AM – till the loading operations are completed.

**9. Period of the contract**

The Contract shall be valid for 2 years. The Company reserves the right to extend the contract for 3 months on the same terms and condition.

**10. Duties of the contractor**

- a. The contractor shall execute the work specified in this Tender Document to the satisfaction of the Officer in charge of the work.
- b. Supervise the work regularly and depute responsible and reliable supervisor(s) for supervision of the work.

- c. Obtain next days programme for stacking/de-stacking and loading from the company officials and make suitable arrangements accordingly.
- d. shall immediately make alternative arrangements for the work in case of any sudden stoppage of work by his workers so that the work does not suffer.
- e. The Contractor is responsible to carry out regular operations on Sundays/holidays if required and he shall suitably arrange weekly off to such workers engaged as per statutory provisions.
- f. The contractor shall ensure that the workers complete the day's work as per his instruction and shall retain adequate number of workers for the completion of day's work, if lorries/wagons are waiting to be loaded.
- g. For carrying out all items of work detailed in the tender schedule, the contractor shall not increase the existing strength of contract labour workers without the permission of the company.
- h. The contractor shall ensure that his workmen maintain discipline and obey the instructions, orders issued from time to time by the OIC/Staff in charge.
- i. The contractor and his workmen shall strictly follow all security rules regarding gate entry, fire etc. and they should follow all instructions/ orders issued by the Security Officer and Fire/Safety Officer
- j. The contractor shall request to the Security Officer through the Officer-in-charge of the work with a list of his workmen together with their particulars such as address, age, nationality and photo for issue of pass. In case any workman loses his pass, the same has to be immediately reported to the Security Wing. The contractor shall not bring any unauthorised person inside the mill for work. The contractor shall also ensure that the pass issued to a worker is not transferred to any other person.
- k. In case the contractor fails to make the payment of wages and other benefits as per any memorandum of settlement on expiry of the contract or makes short payment, the company as principal employer make arrangements for such payments after giving due notice to the contractor from, any fund of the contractor available with the company.
- 1. The contractor shall be fully responsible and liable to comply with all the provisions (as applicable) of the current labour legislation and as amended from time to time during the contract period and keep the company indemnified in every respect thereof. He will also be fully responsible to settle all disputes relating to wages and other benefits and other

service conditions of workers engaged by him as per the existing law and rules. He will also be fully responsible to settle all disputes relating to wage and other benefits and other service conditions of workers engaged by him as per the existing law and rules.

**Additional special Conditions**

1. The Contractor should ensure that the workmen engaged in the job are physically fit.
2. Supervisors engaged shall be trained on the job.
3. Work permit, if any required may be obtained by the contractor and strictly adhere to the conditions stipulated in the work permit.
4. Contractor should ensure that the work is done duly complying safety stipulations.
5. The workers should not wear dhoti or loose dresses at the work spot.
6. Uniforms/foot wears etc. as required by the company shall be issued by the contractor at the specified intervals.
7. The contractor shall employ his workmen following the labour rules prevailing at site and shall adhere to all safety measure/regulations imposed by any authority/government empowered to do so. The contractor and his workmen shall not enter into any immoral activities and shall not demand or accept any money/favour from the customers/transport agencies at the time of loading of newsprint reels into trucks. Similarly no loaded trucks shall be tied by the contractor and his workmen for an on behalf of the customers/transport agencies and accept any remuneration on that account. If anybody is found violating the above instructions, the contract is liable to be terminated without any notice and the amount, if any collected from the customers/transport agencies shall be deducted from the contractor's unpaid bills and security deposit. Further, the Gate Entry Pass for the person who violated the above rules shall be confiscated and he shall not be allowed to enter inside the mill forever.
8. Not to allow his workers to smoke in and around the product warehouse. If found smoking, the entry pass of such worker will be withdrawn for the remaining day and entry into the factory of such worker will be suspended.
9. Maintain discipline among the workers and shall not allow gossiping, assembly etc. in the product warehouse.
10. Make his own arrangements for housing of his workers if required.
11. Make payment to his workers regularly and in time as per the existing rates. Contractor shall not allow any variation in the rates arbitrarily. However, company shall not be responsible for payment to the workers though the company reserves the right to with-hold payment to the contractor in case the contractor fails to make

- payment to the workers of the contractor in case of default by him from the unpaid bills and security deposit.
12. Not allow workers to misuse the forklifts and other machineries and equipments used for handling. If any worker is injured in the course of the work injury compensation payable if any under the statute shall be borne by the contractor.
  13. Shall not allow workers to adopt unhealthy practices while doing the work. If any worker of the contractor is found violating any of the provisions and demanding and accepting any amount, the Entry pass of such worker will be cancelled forthwith.
  14. No claim for any miscellaneous or sundry expenses by the contractor shall be entertained by the company.
  15. Any claim arising out of this contract is required to be submitted to the company within a period of 60 days from the date of completion of contract and the company will not entertain any claims thereafter.
  16. The rate agreed to by the contractor for the work shall be deemed to be inclusive of all taxes, levies and cost of all items of tools etc. required for the proper execution of the work and all incidental charges. No separate claim on any account will be entertained under any circumstances.
  17. Income Tax and other taxes if any will be deducted from the bills of the contractor as per the provisions of the respective Acts and Rules at the rates prescribed therein from time to time.
  18. Any sum of money due and payable to the contractor under this contract may be apportioned by the company and set off against claim of the company arising out of the contract.

Tenderer

Sr. Manager (EMCC)

## General Terms & Conditions

1. Definitions and Interpretations:
  - a) “Company” Means Hindustan Newsprint Ltd.
  - b) “Contractor” Means the individual, firm or a company, who has agreed to undertake certain specific work for the company on agreed terms and conditions.
  - c) Contract: Shall mean the contract documents collectively, comprising of the Agreement, Tender Condition, General Conditions of contract, Special conditions of the contract, specification, time schedule of works, information and instructions to tenderers, accepted schedule of rates, drawings, letter of intent and work order.
  - d) Work: Means the work specified in the tender document and work order schedule.
  - e) Site: Means the place or premises indicated by the company in the contract for performance of the work.
  - f) Work Order: Shall mean the order in writing intimating the contractor award of the work, its scope, the date of commencement and completion of work and other terms and conditions of the work.
  - g) OIC: Means the Officer- in-charge of the work, nominated by the company.
  - h) Accepted Schedule: “Accepted Schedule” in relation to the contract means the schedule or schedules of quantities and rates quoted/modified by the contractor in respect of which the tender is accepted.
- II. **Rates for items of work:** The rates entered in the work order/schedule of rates of the tender are intended to provide for the work duly and properly completed in accordance with the conditions of tender/contract. The rates quoted/accepted shall be deemed to have included all incidental charges or contingencies which may have not been specifically provided for in the tender. The rate specified in the work order shall be fixed and firm till the completion of the entire work as per contract and no claim for enhancement/escalation on any ground whatsoever will be entertained and considered.
- III. **Contractors Understanding:** The contractor understands and agrees that by submitting the tender he is deemed to have visited the site and carefully examined the nature and location of work, the nature and quality of the materials to be encountered and of the equipment and facilities needed preliminary to and during the execution of work the general and local conditions, the labour conditions prevailing and, that the rates quoted by him in the tender will be adequate to complete the work according to the contract conditions and that he has taken into all account all conditions and

difficulties that may be encountered during the execution of the work etc.

- IV. **Commencement of work:** The contractor shall commence the work on the date/dates mentioned in the work order issued to him and shall proceed with the same with due expedition and without delay.(delay due to any reason , no right for compensation but only extension of time)
- V. **Compliance to Officer's Instruction:** The contractor shall be bound by and has to carry out the work as per the orders and /or direction if any issued by the OIC from time to time regarding the execution of the work under the contract.
- VI. **Alterations to be authorised:** No alterations in or additions to or omission or abandonment of any part of the work shall be deemed authorised unless the same is in writing and duly signed by the EIC. The contractor shall be responsible to obtain such authorization in each and every case.
- VII. **Taxes and Duties:** The contractor shall be responsible for the payment of all taxes and duties applicable for the work under the contract. Any variation in taxes and duties during the currency of the contract shall be borne by the contractor.
- VIII. **General Obligation:**
  - a) The contractor shall subject to the provisions of the contract execute with due care and diligence within the time for completion and provide all work force including the supervision thereof.
  - b) The Contractor shall deploy appropriately qualified and experienced persons according to the requirements of work, enforce strict discipline and order among their employees, and observe safety and security strictly as per the instructions of the company while operating/working at the site.
  - c) The contractor shall also comply with all applicable laws in the execution and performance of the work under the contract.
  - d) The contractor shall keep a competent and fully authorised representative available to the company and to supervise the work under the contract. Such representative shall be authorised to represent the contractor and all directions given to or received from the representative shall have the same effect as if given to or received from the contractor.
- IX. **Materials:** Unless otherwise specified or agreed to all materials, tools, plants, equipments etc. required for execution of the work shall be arranged/procured by the contractor.

In case company agrees to provide any materials, plants, tools equipments etc. from its stores or otherwise the contractor shall make his own arrangements for collection and transportation of such items from stores to site or to any other place at his cost/expense.

The contractor shall also make his own arrangements for safe handling and proper storage of the items supplied by the company at his own risks and costs; loss or damage to the materials issued by company to the contractor shall be recovered from contractor's bills or other amounts due to him.

No compensation of any kind will be entertained by the company for any delay caused in the issue of materials from the company's stores.

The contractor shall be responsible for accounting of the items supplied by the company. Balance materials including empty barrels/ gunny bags etc. if any, shall be returned to the company stores and proper receipt to that effect shall be obtained by the contractor and the same shall be attached to the bills claiming payment for the work..

- X **Materials brought by the contractor:** All materials brought in by the contractor shall be in good condition and shall be presented for inspection to the OIC and if rejected for any reason by the OIC the contractor shall replace such materials immediately at his cost. For all material tools, equipments brought within the company's premises, the contractor shall sign a declaration form and produce the same before security section, a copy of the said declaration shall be furnished to the OIC. Materials, tools and equipments brought to the company's premises shall not be removed without the written consent of the OIC or any other officer authorised in that behalf by the company.

The company shall not be responsible for protection against loss/damage of contractors materials, equipments, tools etc. brought inside the company premises. The contractor shall make his own arrangements for the safe custody of all items brought by him.

- X1 **Water:** The company agrees to supply part or whole of the quantity of water required for the execution of the work at or near the site free of charge. The contractor however shall not be entitled to any compensation for delay caused by interruptions or failure of water supply.
- X11 **Workmanship:** All the work covered under the contract shall be done in accordance with the specifications and to the entire satisfaction of the OIC who shall determine the quality acceptability and fitness of the work. The decision of the OIC in this regard shall be final and binding on the contractor.

- X111 Objection to Contractor's Employees:** The OIC shall be at liberty to object to and require the contractor to remove forthwith from the work any person employed by the contractor in or about the execution of the work, who in the opinion of the OIC misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment upon the works without the written permission of the OIC. Any person so removed shall be replaced as soon as possible by a competent substitute approved by the OIC at no additional cost to the company.
- X1V Entry permit to site:** The contractor shall be in possession of necessary entry permits required by company's regulations before he allows or permits any of his employees enter the company's properties. The contractor for this purpose shall make necessary arrangement well in time.  
These permits must be kept at the job site at all times and the contractor is to ensure that his personnel if any shall not enter site without a valid permit.
- XV Opportunities for other contractor:** The contractor shall in accordance with the requirements of the company afford reasonable opportunities to any other contractor/their men and the workmen of the company for carrying out on or near the side of any work not included in the contract or contract which the company may enter into in connection with or ancillary to the work awarded to the contractor
- XV1 Facilities for Inspection:** The contractor shall afford the OIC and /or his authorised representative every facility for entering for the purpose of inspection and for this purpose shall provide if required labour, materials, plants, ladders, pumps, appliances and things of every kind. The OIC/or his representative shall at all times have full access to every part of the work and to all places at which materials for the works are stored or being prepared.
- XV11 Measurement:** All the works done satisfactorily and accepted shall be jointly measured by the OIC, and the contractor and/or his authorised representative. Such measurements shall be recorded by the OIC and the contractor or his authorised representative shall sign the measurement book in token of acceptance of the measurements taken.
- XV111 Local and other authorities notices and fees:** Contractor shall comply with and give notices required by any Act or by any regulations or bye-laws of any local or other public authorities who have any jurisdiction with regard to the contract work and shall pay and indemnify the company against any fees or charges legally demandable under such Act, Regulation Bye-law in respect of the work..

- XIX **“EMD and Security deposit”**: Earnest money deposited by the contractor with his tender will be retained by the company as part of security deposit and shall be released along with the final bill. The contractor shall permit the company at the time of making payment to him for work done under contract to deduct 10% of the value as security deposit. The 50% of accumulated security deposit will be released along with final bills and balance on successful expiry of the maintenance period specified in the tender. No interest will be payable on the Security Deposit. However when the security deposit reaches a limit of Rs. 1 lakh (Rupees One Lakh) the contractor if he so desires may convert it into a Bank Guarantee valid till the expiry of the guarantee period. The company shall have right and power to deduct and appropriate from the security deposit any amount due and payable by the contractor to the company under the contract. The amount by which the security deposit is reduced by such appropriation shall be made good by the contractor forthwith.
- XX **Employment Liability**: The contractor shall be solely and exclusively responsible for engaging adequate number of skilled, semi-skilled and unskilled labourers for the execution and timely completion of works and also to pay their wages and other benefits as per applicable labour laws, binding settlements and to comply with the provisions of the said laws. The contractor understands and recognizes that the company has absolutely no liability whatsoever concerning the employees engaged by the contractor including payment of their wages and other benefits as per applicable labour laws.
- XXI **Compliance to Rules for Employment of Labour**: The contractor shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of persons in the execution of the work under the contract and shall take all necessary precautions to ensure and preserve the health and safety of all persons employed by him in the execution of work.
- XXII **Labour Laws**: In respect of all labourers directly or indirectly employed in the works the contractor shall comply with all legislation and rules, regulations, notifications, directions of the state/central government or local authority framed from time to time governing in particular payment of wages compensation, welfare safety etc. All laws notifications, directions and other statutory obligations with regard to minimum wages, welfare and safety measures, maintenance of registers, hours of work on national and festival holidays will be deemed to be part of the contract. The contractor will be fully responsible and liable to pay the wages and other benefits to the employees employed by him in the execution of the work and also to settle all disputes relating to

payment of wages and other amenities and service conditions of the workers employed by him in the work.

In case the contractor fails to make the payment of wages and other benefits due and payable to his worker under any applicable labour laws or memorandum of settlement and the company is forced to pay the same then the company is entitled to recover from the contractor and/or otherwise in accordance with law.

**XXIII Contractors Liability:** It is the responsibility of the contractor to meet all claims for compensation under the Workmen Compensation Act or under any other law in respect of accidents or injury suffered by workmen, including death, engaged by the contractor for carrying out the work. The contractor agrees to indemnify and keep the company indemnified fully in respect of all claims under the Workmen's Compensation Act and under other laws in respect of the aforesaid claims.

**XXIV "Maintenance of work":** The contractor shall at all times during the progress and continuance of work and for the period of maintenance specified, after that the date of certification of completion by OIC be responsible for an effectual maintain and uphold in sound and perfect condition all and every part of the work and shall make good the defects time to time, at the risk and cost of the contractor.

**XXV Assignment:** The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the written permission of the company.

**XXVI Document Mutually Explanatory:** The several documents forming part of the contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the OIC nominated by the company who has to there upon issue to the contractor instructions directing in what manner the work is to be carried out.

**XXVII Payments:** The payment to the contractor for the performance of the works and or services under the contract will be made by the company as per the terms agreed upon in that behalf. All payments made during the contract shall be ON ACCOUNT payment only.

The company shall make progressive payment by a crossed "A/c PAYEE" cheque as and when the payment is due as per the agreed terms.

On account payments to the contractor shall be without prejudice to the final making up of the accounts and shall in no respect be considered or used as evidence of any facts, stated therein or to be inferred from such accounts nor of any particular work having been executed nor of the manner of its execution being satisfactory.

The company is entitled to deduct any tax duties and levies that be applicable as per statutory regulations.

XXVIII Final payment: On the Officer's certificate of completion in respect of the works all adjustments shall be made and the balance of amount based on the Engineer's representatives certified measurements of the total quantity of work executed by the contractor upto the date of completion and on the accepted schedule of rates and for extra works one rate determined under clause 3 of the special condition of contract shall be paid to the contractor subject to always any deductions which may be made under these presents and further subject the contractor having delivered to the Engineer either a full account in detail of all claims he may have on the Company in respect of the work or having delivered a No-claim certificate and to the Engineer having after the receipt of such account given a certificate in writing that such claims are correct that the whole of the works to be done under the provisions of the contract have been completed that they have been inspected by him since their completion and found to be in good and substantial order that all properties of works and things removed, disturbed or injured to consequences of the work; have been properly replaced and made good and all expenses and demands incurred by or made upon the company for or in respect of damaged or loss by from or in consequence of the work have been satisfied agreeably and in conformity with the contract.

XXIX Liquidated Damages: If the contractor fails to execute and complete the work and/or deliver any or all of the services within the period/specified in contract the company shall without prejudice to its other remedies under the contract or in law deduct from the contract price as liquidated damages a sum equivalent to 1% of the contract value of the work or portion of the work the contractor is in default for each week or part thereof for the delay until actual completion or performance subject to a maximum of 10% of the contract value.

XXX. Determination of Contract:

i. Right of the company

The company is entitled to determine and terminate the contract at any time should in the company's opinion the cessation of work become necessary owing to paucity of funds or from any other cause whatsoever in which case the value of approved material at site and of work done to date

by the contractor will be paid for in full at the rate specified in the contract. Notice in writing from the owner of such determination and the reason thereof shall be conclusive evidence thereof and binding on the contractor.

The company's decision on the necessity and propriety or such expenditure shall be final and conclusive.

The contractor shall however have no claim for any payment whatsoever on account of profit and advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the determination of the contract.

- ii. Owing to default of contractor:
  - a) If the contractor should become bankrupt or insolvent or being a company or corporation go into liquidation other than voluntary liquidation for the purpose of amalgamation or reconstruction or
  - b) Make arrangement with or assignment in favour of his creditors or agree to carry out the contract under a committee or inspection of its creditors or
  - c) Have an execution levied on his goods or property on the works or
  - d) Assign the contract or any part thereof otherwise than as provided in these conditions or
  - e) Abandon the contract or
  - f) Persistently disregard the instructions of the OIC or contravene any provision of the contract or
  - g) Fail to adhere to the agreed time schedule of work by a margin of 10% of the stipulated period etc.

Then and in any of the aforesaid cases the company may serve the contractor with a notice to that effect and if the contractor does not within 7 days after receipt of the said notice cure/ rectifies the default in so far as it is capable of being cured/rectified and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the company. The company shall be entitled after giving 48 hours notice in writing to rescind the contract as a whole or in part or parts (as may be specified in the notice) and carry out the whole or part of the work from which the contract has been removed by the company or get it completed by another contractor at the risk and cost of the contractor. Further the company may also forfeit the whole or part of the security deposit as it may consider fit.

**XXXI.** Delays and extension of time: If the contractor delayed at any time in the progress of the works by any act or neglect of the employees of the Company or by any other contractor employed by the Company or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the

contractor's control or by delays authorized by the Officer or by any cause which the Officer shall decide to justify the delay then the time of completion of the works shall be extended for such reasonable time as the Engineer may decide,

XXXII Clearance of site on completion: On the completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean to the satisfaction of the OIC.

No final payment in settlement of the accounts for the works shall be made or held to be due to the contractor till in addition to any other condition necessary for such final payment, site clearance shall have been effected by him and such clearance may be made by the Officer at the expense of the contractor. In the event of his failure to comply with this provision within 7 days after receiving notice to that effect should it become necessary for the Officer to have the site cleared at the expense of the contractor, the Company shall not be held liable for any loss or damage to such of the contractor's property as may be on the site and due to such removal there from, which removal may be effected by means of public sale of such materials and property or in such a way as deemed fit and convenient to the OIC.

XXXIII. All disputed differences arising under out of or in connection with the contract shall be subject to the jurisdiction of the courts at Kottayam.

Sr.Manager (EMCC)

Tenderer

## PART - C

### **Hindustan Newsprint Limited (A Govt. of India Enterprises)**

#### **Special Conditions of contract**

**1.General**            These special conditions are to be read in conjunction with the General Conditions of the contract Where at variance the provisions of these special conditions shall take precedence over the aforesaid General Conditions of Contract.

**Maintenance** : Maintenance period of contract shall be six months from the date of completion of works.

1. The OIC shall have powers to make any alterations in, omissions from addition to or substitutions for, original specifications, drawings and designs instruction that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Officer and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in, the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work. The time of completion of the work shall be extended in the proportion that the altered additional or substituted work bears to the original contract work and the certificate of OIC shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provision in their respective order.
  - a) If the rates for the additional or substituted work are specified in the contract for the work the contract is bound to carry out the additional, altered or substituted works at the same rates as are specified in the contract for the work.
  - b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as specified in the contract for the work.
  - c) If the altered additional or substituted work includes any work for which no rate is specified in the contract for the work and cannot be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in the standard data book and

schedule of rates of the Kerala PWD schedule minus/plus percentage, which the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the item is not in the schedule of rate, the rate for such parts or part will be determined by the EIC in consultation with the Finance Division on the basis of the prevailing market rates, when the work was done. No tender excess/deduction is admissible in such cases. All disputes regarding settlement of rates for such items will be referred to the General Manager, whose decision shall be final, conclusive and binding. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates items falling under this clause.

2. Any error in description, quantity or rate in schedule or quantities or any omission there from shall not vitiate the contractor release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
3. As soon as possible, after the contract is concluded, Officer-In-charge and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of work and may be amended as necessary by agreement between the Officer-in-charge and the contractor within the limitation of the time imposed in the contract documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs)  $1/8^{\text{th}}$  of the whole of the work, in terms of contract sum before  $1/4^{\text{th}}$  of the whole time allowed in the contract has elapsed;  $3/8^{\text{th}}$  of the work in terms of contract sum before one half of such time has elapsed and  $3/4^{\text{th}}$  before  $3/4^{\text{th}}$  of such time has elapsed.

#### **4. RECORDS & MEASUREMENTS**

The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurements.

#### **5. Additional Special Conditions of Contract**

Notwithstanding anything contained to the contrary in any or all the clause of this contract, where any material for the execution of the contract are procured with the assistance of the Company either by issue from Company stocks or purchase made under orders or permits or licenses supplied by the Company, the contractor shall hold the said materials economically and solely for the purpose of

the contract and not dispose of them without the permission of the company, and return, if required, by the Officer-in-charge all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-charge shall determine having due regard to the condition of the materials. The price allowed to the contractor, however, shall not exceed the amount charged to the contractor excluding the storage charge if any. The decision of the Officer-in-charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the licenses or permit and or breach of trust, be liable to the Company for all moneys, advantages or profits resulting or which in the usual course would have resulted to the contractor by reason of such breach.

**6. If any Urgent Work**

(In respect whereof the decision of the Officer-in-charge shall be final and binding) becomes necessary and the contractor is unable or not willing at once to carry it out, the Officer-in-charge may by his own or by other work people, carry it out as he may consider, necessary. If the Urgent work shall be such as the contractor is liable under the contract to carry out at his expense, all expenses incurred on it by the Company/Corporation shall be recoverable from the contractor and be adjusted or set off against any sum, payable to him.

Tenderer

Sr.Manager (EMCC)



- ii. Names of Directors
- iii. Date of Registration of Company
- iv. Copies of Balance sheet of the Company for the last two years
- v. Details of works of similar magnitude carried out.

**Whether borne on the approved list of contractors for works costing upto...**

- i. Central PWD
- ii. State PWDs
- iii. Railways
- iv. EMS

**List of tools and plants available with the tenderer.**

**List of tools that the tenderer(s) can arrange at his own.**

Signature of Tenderer

## Performa of Agreement

This Agreement made on this the .....day of .....(.....)by  
and

### **BETWEEN**

HINDUSTAN NEWSPRINT LIMITED, : a company incorporated under  
the Companies Act Newsprint Nagar, Kottayam Kerala, Pin. 6866616  
represented by its .....(hereinafter referred to as the  
Company)

### **AND**

.....(hereinafter referred to as the CONTRACTOR

### **WHEREAS;**

- a) The company is, desirous that certain works should be executed as described in Tender Notice No.....dated.....and
- b) The contractor has submitted a tender expressing willingness to undertake and execute the works/services including rectification of all defects in accordance with the provision contained in the Tender documents for a PAC of Rs.....(Rupees.....only)
- c) The company has accepted the tender so submitted by the contractor and has accordingly issued work order No.....dated.....awarding the work to the contractor.

NOW THIS AGREEMENT witnesses as follows:

- I In this AGREEMENT words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of contract and Tender Document.
- II The following documents shall be deemed to form and be read and construed as part of this AGREEMENT and all of them together with this AGREEMENT shall be compendiously referred to as the CONTRACT.
  - i) Tender Notice No.....Dated.....
  - ii) Terms and conditions of tender.
  - iii) Tender submitted by the contractor
  - iv) General conditions of contract
  - v) Special conditions of contract
  - vi) Work order No.....dated.....issued in favour of the contractor.

- III. In consideration of the payment of Rs.....(Rupees.....) to be made by the company to the contractor, the contractor hereby covenant with the company to undertake and execute the work and /or services as specified in the Tender Document and guarantees the performance specified by the company and to carry out the rectification of all defects in the work to make it conform in all respects with the provisions of the contract.
- IV. The company hereby covenants to pay to the contractor, in consideration of the execution completion and maintenance of the work, the contract price at the time and in the manner prescribed in the contract.
- V. This AGREEMENT constitute the entire agreement between the parties hereto and supercedes all prior negotiations, representations or agreement related to the contract either written or oral. IN WITNESS WHEREOF the authorised representative of the company and the contractor has signed this AGREEMENT in the presence of the following witnesses on the day, month and year first above written.

For and on behalf of  
HINDUSTAN NEWSPRINT LTD.  
By its.....

(Name)

WITNESSES

1.

2

WITNESSES

1.

2

PROFORMA OF BANK GUARANTEE TOWARDS EMD

Ref. No.....

Bank Guarantee No.....

Dated:.....

To

Hindustan Newsprint Limited.  
Newsprint Nagar P.O.  
Kottayam District.,  
Kerala – 686616  
India.

Dear Sirs,

1. Whereas Hindustan Newsprint Limited, incorporated under the Companies Act, 1956, having its Registered Office at Newsprint Nagar, Kottayam District, Kerala – 686616, India (hereinafter called 'HNL' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has issued a tender No.....dated..... and M/s..... having their Head/Registered Office at..... (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid under Reference No..... and bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees..... (In figures)..... (Indian Rupees (in words) only for the due performance of bidder's obligations as contained in the terms of the tender notice and other terms and conditions contained in the bidding documents supplied by HNL which amount is liable to be forfeited on the happening of any contingencies mentioned in the said documents.
2. We (name of the bank)..... registered under the laws of.....having head/Registered Office at.....(hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by HNL, the amount of Indian Rupees. (in figures)..... (Indian Rupees (in words)..... only) in aggregate at any time without any demur and recourse, and without HNL having to substantiate the demand. Any such demand made by HNL shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.
3. The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.
4. This guarantee shall be irrevocable and shall remain in force upto .....which includes thirty days after the period of bid validity and any

demand in respect thereof should reach the bank not later than the aforesaid date.

5. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. (in figures)..... (Indian Rupees (in words)..... only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee).....

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of HNL under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of HNL under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....at.....

.....  
(Signature)

Full name, designation and official address (in legible letters) with Bank stamp.

Attorney as per Power of Attorney No.....  
Dated:.....

WITNESS No. 1

.....  
(Signature)

Full name and official address  
(in legible letters)

**Appendix :1**

**HINDUSTAN NEWSPRINT LIMITED**

**DETAILS OF EXPERIENCE**

(TENDERER HAD TO FILL IN THE UNDER NOTED COLUMNS)

Sl. No	Full particulars of work carried out by tenderer	Amount of works	Completion time as stated in tender	Actual completion date	Name and address of authorities for whom work was carried out

Tenderer

## Appendix : II

### DETAILS OF RELATIVES WORKING IN HINDUSTAN PAPER CORPORATION/HINDUSTAN NEWSPRINT LTD.

Sl. No	Name & Badge No of the employee	Designation	Department	Name of relation

Tenderer

## Appendix III

### List of Relations

1	Husband	13	Son's daughter's husband
2	Wife	14	Daughter's husband
3	Father	15	Daughter's son
4	Mother(including step-mother)	16	Daughter's Son's wife
5	Son(including step-son)	17	Daughter's Daughter
6	Son's wife	18	Daughter's husband
7	Daughter(including step-daughter)	19	Brother(including step brother)
8	Father's Father	20	Brother's wife
9	Father's mother	21	Sister(including step-sister)
10	Mother's mother	22	Sister's husband
11	Mother's Father	23	Son's son
12	Son's wife	24	Son's Daughter

While Appendix – III mentions son's wife as a relative, it does not mention the reverse relationship 'husband's father as relative. If A is related to B as B's son's wife, B who is A's husband's father is not related to A in the manner indicated in appendix III

## **OHSAS REQUIREMENT**

Occupational Health and Safety requirements the contractor must comply for the work.

- Contractor must provide Helmet, Safety Shoes, Ear plug, Gloves, Safety belts & other PPEs required for the work as directed by the OIC for their workmen and supervisors.
- Hazard, Risk and related control measures for the work available with the OIC of the plant must be familiarized and control measures must be practiced as directed by the OIC. This is required as per the OHSAS 18001 : 2007 Standard.

Tenderer :

Sr.Manager(EMCC)

**Part - II**

**HINDUSTAN NEWSPRINT LIMITED**

**SCHEDULE OF WORK**

**(Part - D)**

NEWS PRINT HANDLING  
HNL/EMCC/09/1831/T No.1456

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE	AMOUNT (In figures & In words)
1	SMKT001	220000	MT	.....	..... (.....) ..... .....)

**RECEIPT& STACKING OPERATION**

Receiving Newsprint reels from the delivery point at lowerator/lift keeping the delivery point at lowerator/lift clear for continuous delivery of the product from the machine,keeping in line and level,marking the weight,reel No. and direction of winding on each reel, thereafter pushing the product from the delivery/receipt point and keeping the area free,round the clock and shifting the reels manually to Product warehouse/finishing house/adjacent pulp Godown continuously round the clock and stacking (if necessary) the product horizontally (single layer only) or vertically as per requirement.  
The stacking of reels should be size-wise without mixing different sizes. The work includes pushing the reels to stacking point, placing the reels in the Fork lift clamp/Fork, for stacking; cleaning the work area and any other connected work thereof. Forklift with operator will be provided by HNL for vertical stacking free of charge.

2	SMKT002	216000	MT	.....	..... (.....) ..... .....)
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**LOADING TO TRUCKS**

Handling and loading newsprint reels in different sizes into trucks with the help of forklift/hydraulic lift. Fork lift/hydraulic lift with operator will be provided free of charge by HNL. This work includes destacking of reels, if required, with the help of forklift. Contractor shall take utmost care to avoid falling/damage of reels while loading.

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
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3	SMKT003	2000	MT	.....	.....
				(.....)	(.....)
				.....	.....
				.....)	.....)

**LOADING TO RAIL WAGONS**

Shifting newsprint reels of different sizes from product warehouse, finishing house and adjacent Godown to loading platform and loading the same into wagons. This work includes de-stacking of reels, if required, with the help of forklift and pushing them to the loading point and loading the same into wagons. Loading reels upto 81.5 cm width can be done manually with the help of ramp and loading of reels above 81.5 cms with the help of forklift. Second layer loading shall be with Forklift. Forklift with operator will be provided free of charge by HNL. The wagons to be made water tight with the help of gunny, cement and grease compound-mixture (to be provided by HNL) before loading. The loaded wagons are to be closed and assistance to be given to siding staff for proper sealing.

4	SMKT004	4000	MT	.....	.....
				(.....)	(.....)
				.....	.....
				.....)	.....)

**LOADING TO CONTAINERS**

Shifting newsprint reels of different sizes from Product Warehouse and adjacent godown to the platform and loading the same to the containers for export and domestic orders. The work includes de-stacking of reels if required, and pushing them to loading point and loading the container vertically/horizontally as per requirement with the help of forklift. Forklift with operator and ramp for loading will be provided free of charge. The containers shall be loaded to the optimum capacity as per the direction of Officer-in-charge.

5	SMKT005	13334	MT	.....	.....
				(.....)	(.....)
				.....	.....
				.....)	.....)

**SHIFTING NEWSPRINT REELS**

Shifting newsprint reels away from the main warehouse to godowns such as twin shed/pulp godown/chipper godown or any other godowns in the plant area in contractor's vehicles, unloading the same at godowns, stacking as per requirement and keeping such godowns neat and clean. If required, Forklift with operator will be provided free of charge. All expenses connected with hiring the vehicle for transportation and its crew and allied maintenance shall be met by the contractor.

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
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6	SMKT006	3334	MT	.....	.....
				(.....)	(.....)
				.....	.....
				.....)	.....)

**RE-STASCKING OF REELS**

Shifting Newsprint reels as per requirement and re-stacking at different locations in Product Warehouse, Finishing house and adjacent godown as required. This includes removal of reels once stacked vertically and horizontally and re-stacking as per requirement due to exigencies. This work includes, delivery of damaged reels to Paper machine for rectification as and when required. If required, forklift with operator will be provided free of charge as per request.

7	SMKT007B	30000	NOS	.....	.....
				(.....)	(.....)
				.....	.....
				.....)	.....)

**MANUAL PACKING**

Manual packing of reels upto and inclusive of 41 cm width (packing materials will be provided by the company). Packing should be proper with labels. (Normal sizes are 34.3cm, 35cm, 38cm, 39.5cm and 41cm.) The labels should show all parameters such as gramage, size, joint marking etc as per requirement.

8	SMKT008B	5334	NOS	.....	.....
				(.....)	(.....)
				.....	.....
				.....)	.....)

**MANUAL RE-PACKING**

Manual re-packing of reels to all widths (packing materials will be provided by the company). The sizes range from 34.3cm, 35cm to 163 cm width. Packing should be proper with labels. The labels should show all parameters such as gramage, size, joint marking etc. as per requirement.

9	SMKT005W	2000	MT	.....	.....
				(.....)	(.....)
				.....	.....
				.....)	.....)

Shifting newsprint reels away from the main warehouse to new godown near newsprint club. In contractors Vehicle, unloading the same at godowns, stacking as per requirement and keeping such godowns neat and clean. If required, forklift with operator will be provided free of charge. All the expenses connected with hiring the vehicle for transportation and its crew and allied maintenance shall be met by the contractor.

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
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10	SMKT007C	1000	NOS	..... (..... (..... ..... .....)	.....
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Manual packing of reels up to and inclusive of (35cm to 100cm) with stretch plastic film.(packing materials will be provided by the company).

TOTAL AMOUNT QUOTED (In figures & in words):

Remarks: The rates should be quoted inclusive of all taxes and duties.

NB: Addendum to No. XXVII of General Conditions of Contract :

All payments are to be made through EFT/RTGS only. Bidders may inform the following bank account details

- 1.Name of the Bank(RTGS enabled) :  
and branch with address
- 2.Bank Account No. :
- 3.RTGS(IFSC) code of the Bank :

Signature :

Name & address of the contractor :  
(office seal)

COMPETENT AUTHORITY