



हिन्दुस्तान न्यूज़प्रींट

HINDUSTAN NEWSPRINT LTD.

(A Government of India Enterprise)

NEWSPRINT NAGAR P.O.

DIST. KOTTAYAM, KERALA –686 616

TENDER DOCUMENT

Name of work : Material Handling work for a period of 2 years
(2010-2012)

Tender No : HNL/ENGG/EMCC/09/1826/T-1459

PART -1

Part A : Detailed Tender Notice

Part B : Tender Condition , General Terms & Conditions

Part C : Special Conditions of Contract, Scope of Work &
Proforma for Agreement

PART-II

Part D : Schedule of work (for Price Bid)

PART A

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

HNL/EMCC/09/1826/T.1459

21/06/2010

NOTICE INVITING TENDER

(TWO PART OPEN TENDER)

Sealed item rate tenders under two bid system are invited from competent contractors with sound financial capacity and experience for undertaking the following work as per detailed schedule of work given in Tender Documents

Tender No	Name of work	PAC in Rs. lakh	EMD Rs.	Due date & time of tender submission
1459	Material Handling work for a period of 2 years (2010-2012)	35.16	71,000/-	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 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 11.00 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. Offer received without EMD shall be summarily rejected.
- e. Details of working experience of the tenderer as required in Appendix-I along with Copies of the partnership deed/Memorandum/Articles of association/certified Annual Accounts/ Copies of work orders and completion certificates 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 works contract of not less than 80% of the annual PAC of Rs. 17.58 lakhs, during any of the preceding 7 years from 31.05.2010.

OR

Tenderers should have successfully completed two labour oriented material handling works contract each of not less than 50% of the annual PAC of Rs 17.58 lakhs, during any of the preceding 7 years from 31.05.2010.

OR

Tenderers should have successfully completed three labour oriented material handling works contract each of not less than 40% of the annual PAC of Rs 17.58 lakhs given above, during any of the preceding 7 years from 31.05.2010.

2. The annual turnover of the Tenderer, in at least one of the preceding 5 years, ending 31st March 2010 should not be less than 50% of annual PAC of Rs. 17.58 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)

Rate shall be quoted for the item of schedule in figures as well as in words indicating the amount for each item and the total amount for the complete schedule of work and submit the same in a separate sealed cover. In case the tenderer has quoted two different rates in words and figures, the lower of the two alone shall be considered valid and binding on the tenderer. If the tenderer fails to quote for any of the items, company reserves the right to reject the tender in full or accept for the quoted items.

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 number. Offers received contrary to this condition shall be rejected forthwith.

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.

It shall be the responsibility of the bidder to go through the tender documents carefully and submit all the relevant documents stipulated in the tender for evaluation. Pre-qualification of the bids will be based on the details furnished at the time of submission of the bid.

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

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. The tender forms issued in respect of detailed notice bearing serial number and seal of the company, signed by the authorized officer shall alone be treated as an authenticated and valid tender.
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 due the 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 instructions 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-B (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. Tenders are advised to meet our officials in the Labour Welfare wing of HR&ES Deptt. To know the details regarding labour situation in the contract areas, their current wage structure, details of stationary payment on behalf of the workers to be made, the effective date of wage agreement, etc. Before submission of the tender. No claim whatsoever on account of wage inscribed or any other related matter shall entertained by the company.
10. 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.
11. 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.
12. 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 species-wise or otherwise entirely at the discretion of the Company. The tenderer should specifically state so, incase he is unwilling to accept a part of the work.
13. 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.
14. 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.
15. 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 an 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.

16. 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.

17. 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 :

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.
- X1X "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 of 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 affected 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
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.
2. Maintenance : Maintenance period of contract shall be six months from the date of completion of works.
1. The EIC 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 Engineer 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 EIC 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.
- d) If the rates for the altered, additional or substituted work cannot be determined in the manner specified and clause 'a' to 'c' above then the rates for such works shall be worked out on the basis of the schedule of rates specified above minus/plus the 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.

5. As soon as possible, after the contract is concluded, Engineer-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 Engineer-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.

6. RECORDS & MEASUREMENTS

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

CONDITIONS OF ISSUE OF MATERIAL

1. Materials shall be issued to the Contractor at the place of delivery and at the rates as mentioned in Schedule 'B'. The materials shall be issued between the working hours.
2. (i) The Contractor shall not have the option to refuse to take the delivery of any article stated above and offered to him. No claim on this account shall be entertained.
(ii) The material will be issued in the form and shape they are available in the stores and the contractor's quoted rates will cover all labour for using these materials.
3. The company shall not be responsible for any loss due to non supply or late supply of any of the materials mentioned above.

4. All incidental charges for cartage, storage and safe custody of materials shall be borne by the contractor.
5. The contractor shall construct suitable godown at his cost at the site of work for storing the materials safe against damage of sun dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose to the satisfaction of the Engineer-in-charge.
6.
 - i. The contractor should see that only the required quantities of material are got issued and the surplus quantities of materials if in good condition can be taken back by the EIC if required credit for such materials shall given at the prevailing market rate, not exceeding the amount charged from him. The contractor shall also not be entitled to cartage and incidental charges for returning the surplus materials from and to the stores where from these were issued.
 - ii. The theoretical calculation for issue of materials of different items of work will be done as per Kerala P.W.D practice.
7.
 - i. Cement bags shall be stored in separate godown pucca floor and weather proof roofs and walls Each godown shall be provided, with a single door with two locks. The keys of one lock shall remain with overseer/Junior Engineer-in-charge of the work and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is removed from the godown accordingly to the daily requirement with the knowledge of both the parties.
 - ii. The cement bags shall be stocked on a dry platform made of wooden planks on a proper floor of brick masonry, concrete or dry bricks in two layers laid on well consolidated earth at a level at least one foot above the ground level., the bags should be placed in a manner as specified in concrete worker's guide No. 1 issued by the Concrete Association of India
 - iii. The day to day receipts and issue accounts of cement in each godown shall be maintained separately by the overseer/JE in-charge and signed daily by the contractor/his authorised agent.
8. M.S. bars shall be issued in lengths, weights as available in the stores. No claim on this account shall be entertained.
9.
 - i. In case of steel reinforcement steel used in the works as per design or as authorized by the Engineer-in-charge including authorized lappages shall be measured.
 - ii. The theoretical quantity of steel required for the work will be the measured quantity of steel as described above plus 5% wastage due to cutting into pieces.
10. After the completion of the work the consumption of materials would be checked on the basis of the theoretical calculations and the difference of theoretical consumption and total net issued if not returned by the provision of the relevant conditions regarding return of materials governing the contract. In the event of being discovered that the quantity of materials used is less than

- the quantity ascertained as here in before provided (allowing variations on the minor side as stipulated above) the cost of the quantity of materials not so used shall be recovered from the contractor on the basis of stipulated issued rate and cartage to Site.
11. The cost of the above materials, issued to the contractor shall be recovered from the contractor's bill regularly.
 12. If some materials, other than those mentioned above and required for the work are available with the department, these may be issued to the contractor at the book rate plus 20% or market rate whichever is higher.
 13. Materials issued free of cost to the project, if damaged by the contractor after taking delivery from the stores, will be charged at the book rate plus 20% or market rate whichever is, higher.
 14. Issue rate of cement is inclusive of cost of bags.
 15. The balance quantity of reinforcement bars and structural steel unusable and scrap have to be returned to stores separately by measurement and kept in position as per direction of Engineer-in-Charge. The recovery for the reinforcement bars and structural steel will be effected at the issue rate specified for the quality actually used plus 5% of such quantity maximum permissible s wastage. For the quantity not returned to stores and for the scrap excess over the allowable 5% even through returned to stores recovery rate will be double the normal rate. The cost of materials returned to stores as scrap upto 5% of the actual usage will be reimbursed to the contractor at the prevailing rate of the scrap at the company.

16. 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 Engineer-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 Engineer-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.

17. If any Urgent Work

(In respect whereof the decision of the Engineer-in-charge shall be final and binding) becomes necessary and the contractor is unable or not willing at once to carry it out, the Engineer-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)

Material Handling Contract (Unloading/Stacking of Chemicals/Other
Materials)

SPECIAL CONDITIONS OF CONTRACT

1. The contractor or his authorized agent shall contact the Store Section by 9.00 AM every day for collecting information regarding the work. The contractor or his authorized person should be available at work spot.
2. The contractor shall comply with the orders and instructions issued by the officers, supervisors and staff of Commercial Dept.
3. The quantity of material to be handled during the contract period may vary depending upon the mill's production. No claim for escalation or otherwise on account of deviation of quantity in question will be entertained.
4. 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.
5. 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.
6. 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 Co's Proforma in this regard showing details of materials handled with the quantity 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.
7. Income Tax will be deducted from the bills of the contractor at the rate prevailing from time to time.
8. The company shall recover 10% of the bill towards security deposit. The security deposit will be limited to a maximum of Rs. 6 lakh. The amount of

- EMD will also form part of the security deposit. 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 60 days after the expiry of the contract 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.
9. On successful completion of the contract, the security deposit will be refunded to the contractor after expiry of the maintenance period.
 10. No claim will be entertained towards idle time of the contractor's men, vehicles etc. for any reason whatsoever.
 11. 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.
 12. 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.11, 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.
 13. 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.
 14. 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.

15. 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.
16. The contractor shall not assign or transfer or sub-contract to any this contract wholly or in part, thereof.
17. The contractor should comply with all the labour regulations prevailing in the state of Kerala.
18. 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.
19. 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.
20. The company is entitled to recover PF and family pension dues, EDLI/Group Insurance premia 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 Family 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.

21. In case any 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.
22. 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.
23. 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 harthal or due to any orders or actions of the Government or any other authorities or any other reason whatsoever.
24. The company shall not be liable for any delay or failure to carryout 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.
25. This contract is for a period of 2 years. The contractor's quoted rate/agreed rate will remain firm during this period and as well as during extended period if any. No escalation will be given to the contractor during this period for deviation in quantities or for any of the reasons whatsoever.
26. Transportation of goods should be done in a safe and controlled manner, displaying the safety data sheets, wherever applicable.
27. Vehicles used for transportation of material should be in good condition and bearing valid PUC (Pollution under Control) certificate and tax receipt as provided in the relevant rules, which should be shown to the company representative, whenever required.

Sr.Manager (EMCC)

Tenderer :

Scope of Work

- 1.0 Unloading of materials from trucks/wagons/containers, shifting and stacking in the specified storage area or godown, loading into trucks/wagons/containers from godown or storage area. Miscellaneous Work, supply of Materials etc, as per schedule of work.
- 1.1 It will be the responsibility of the contractor to arrange for prompt clearance, unloading, shifting, transportation wherever required and stacking of the materials at the appointed place(s) of bulk chemicals, Kraft paper, gray board, cement, steel coal and all other categories of materials arriving at the company's site by rail/road round the clock as per directions of the officer-in-charge. It will be the contractor's responsibility to keep the operating area in and near the respective godowns clean. The materials will have to be stacked neatly and properly as per safety standards and other requirements including facilitating periodic audit verifications. The contractor shall be responsible for completing the job as per time schedule terms and conditions mentioned in the tender. Demurrage charges if any, shall be borne by the contractor for any delay in executing the work, for reasons other than relating to delay in placement of wagons etc.
- 1.2 The scope of work includes unloading various types of materials received for HNL at Newsprint Nagar, by wagons/trucks, shifting and stacking at the designated place(s) and sequence, as per direction from the Sr. Manager (Comml) arranging weighing of wagons/trucks, counting the contents as and when required marking the lots with truck number/wagon number, as the case may be, and keeping the working/operating areas neat and clean.
- 1.3 The work shall be executed strictly as per the instructions of the officer-in-charge of the company and in accordance with the terms and conditions stipulated in the tender documents.
- 1.4 Handling loss while loading/unloading/shifting/stacking etc. should be minimized. The residue left in these operations at the operating area(s) should be cleared by the contractor promptly, and the area should be kept neat and clean.
- 1.5 Sufficient care shall be taken by the contractor for the safety of the materials handled by him from rain etc. Tarpaulin for covering the materials shall be provided by the company. The contractor shall make arrangements for collection of tarpaulin from stores, for covering the goods exposed to adverse climatic conditions and proper return of the same to Stores after use.
- 1.6 For unloading/loading chlorine cylinder, pulp, kraft paper, grey board, structural items, ODC consignment etc. mechanical equipment's will be provided subject to their availability. Proper care shall be taken by the contractor to avoid any damages to the equipment's and materials, while

- loading/unloading/shifting/stacking operations. Trolley will be provided free of charge subject to its availability. The contractor shall be responsible for maintenance of the trolleys. Spares/Hardwares etc. required for maintenance shall be provided by the company free of cost.
- 1.7 Mechanical handling equipments such as coles crane/fork lift etc. may be obtained from the company when required depending upon their availability. But there is no guarantee about their availability and in case the same are not available, the contractor cannot delay/avoid the work and he has to make his own arrangements to carry out the work by other means including manual operations.
 - 1.8 The coal wagons shall be unloaded as and when required.
 - 1.9 Unloading of coal from wagons shall include clearance of railway truck upto 2 mtrs on either side for easy movement of wagon/loco engine.
 - 1.10 The unloading area/material handling premises/stacking area shall be kept neat and clean by contractor.
 - 1.11 The wagon/truck after unloading shall be cleaned properly by the contractor and the doors of wagon should be closed. The railway truck area, where materials are handled shall also be kept neat and clean by the contractor.
- 2.0 CONTRACTOR'S LIABILITY:
- 2.1 The contractor shall engage employees/workmen and follow the labour rules prevailing at site and shall adhere to safety measures/regulations imposed by any authority/government empowered to do so.
 - 2.2 The contractor shall carryout the work to the entire satisfaction of the Officer-in-charge of Stores.
 - 2.3 (a) The contractor shall maintain his own office at mill site for receiving necessary instruction/documents from the company and shall attend to work 24 hours a day and 7 days a week. The contractor shall contact local railway officials/station to know about arrival of wagon.
(b) The contractor shall engage qualified and competent supervisors/representatives who should be available always at site to carry out the instructions of the company officials. Contractor/his supervisor shall report to the OIC of Stores on daily basis.
 - 2.4 Where shortage/damages/non-delivery are involved, he shall ensure that all formalities required for insurance survey and obtaining open delivery from the carriers/railways, re-weighment etc. are completed before removal of goods from carriers custody to enable HNL to prefer claims against carriers/insurers.
 - 2.5 Once materials are entrusted to the contractor, the movement and handling of such Materials until they are delivered at the destination in the prescribed manner, are his responsibilities.

- 2.6 All precautions in transport and handling whether stipulated or not shall be adhered to. The contractor shall exercise reasonable care and diligence and promptness in his work. The contractor shall take all precautionary measures towards safety of all materials while loading/unloading/stacking and shall be fully responsible for any damage/loss of materials. Any consequential losses suffered by HNL on account of his failures/negligence shall be recovered from him.
- 2.7 The railway wagons including rake loads are to be cleared within the free time allowed by the railways. Any wharfage/demurrage except for reasons not attributable to him shall be borne by the contractor. Similarly, trucks arriving at HNL site shall be unloaded/loaded and released within a reasonable time. Detention charges accrued on account of delay in release of trucks shall be recovered from the contractor's bills.
- 2.8 Work records, bills and other documents shall be prepared by the contractor in the manner prescribed by HNL.
- 2.9 While delivering consignments, he shall be given only a tentative receipt subject to details weighment/measurement/inspection later. In case any shortage/damage are discovered subsequently, the contractor shall be held responsible for the same.

3.0 CONTRACTOR'S RESPONSIBILITY TOWARDS STATUTORY REGULATIONS ORDINANCES AND BYLAWS

The contractor shall confirm in all respect with the provisions of any statutory regulations, ordinances or bylaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep owner indemnified against all penalties and liabilities of every kind, arising out of non adherence to such statutes, ordinances, laws, rules regulations etc.

4.0 NOTICES

Any notice hereunder may be served on the contractor through his duly authorized representative or may be served by registered mail direct to the address furnished by the contractor. Proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

5.0 LIENS

If at any time, there should be evidence of any lien or claim for which owner might have become liable and which is chargeable to the contractor, owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify owner against such lien or claim and if such lien or claim be valid, owner may arrange to pay and discharge the same and deduct the amount so paid from any money which may be due or may become due and payable to the contractor. If any lien or claim remain unsettled after payments are made, the contractor shall refund or pay to owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

5.01 NO CLAIM IF WORK IS ABANDONED OR POSTPONED.

The contractor shall have no claim whatsoever against the company if the work or any part there of covered under this contract documents is postponed to any later date or abandoned in the interest of the company or for any other reason. The company's decision in the matter shall be final and binding on the tenderer.

7.0 ADDITIONAL WORK INCIDENTAL TO OR CONNECTED WITH THE CONTRACT.

7.1 Any additional work incidental to or connected with the contract not specifically covered under this contract but considered necessary by the company shall have to be carried out by the contractor at a rate to be mutually agreed upon by HNL and the contractor at a latter date.

7.2 No guarantee can be given for quantum of work.

7.3 The contractor will assume all liabilities for and keep HNL wholly indemnified against all actions of suits, claims, costs, damages charged and expenses arising out of or in connection with carrying out the work covered by this contract, whether such actions, suits or claims are brought about by members of the public, neighboring owners or workmen engaged in the work.

7.4 In case of injury of the labourers engaged in the work, the Workmen's Compensation Act shall be applicable if they are not ensured under any other Act and the contractor will be employer to the extent of the said Act.

- 7.5 In the event of failure or delay on his part to fulfill his obligations in the execution of the work to HNL's entire satisfaction, the company reserve the right to terminate the contract and make alternative arrangements for carrying out the work and forfeit his security deposit without prejudice to company's further right to claim compensations as a result of the failure to fulfill his obligations. In other words the alternative arrangements made, if any, to carry out the work in such circumstances shall be at the full risk and cost of the contractor to whom the work was originally awarded.
- 7.6 (a) The contractor will be responsible for all the payment to his workmen including contribution to Employees State Insurance and Provident Fund, if any, as per the Acts. Any extra payment made on these accounts shall be solely on his account. Hindustan Newsprint Limited shall not pay anything more except the rates agreed upon.
- (b) The contractor shall be bound by relevant labour agreement from time to time and other labour laws and rules prevailing at site. Contractor has to supply necessary safety badges to the workman based on the nature of work. The detailed information in this regard may be obtained from DGM (HR&ES)/Sr.Manager (HR&ES).
- 7.7 The contractor should arrange sufficient number of trucks and men at his command to carry out mainly cement unloading work coming in wagons.
- 7.8 The contractor shall make arrangements for weighment of wagons/trucks before unloading. Whenever weighment is not possible the contents shall be counted while/before unloading/loading. The details of quantity handled in each wagon/truck shall be intimated to the Stores section in writing.
- 7.9 A statement of wagon/trucks loaded/unloaded in the day, separately for wagons and trucks shall be submitted to Manager (Stores)/Sr.Manager (Comml.) on the next working day before 09.15 AM in the prescribed proforma and certificate shall be obtained by the contractor for the satisfactory completion of the work. Statement of wagons/ trucks handled after the normal working hours shall also be submitted before 10.00AM on the next working days.
- 7.10 Materials unloaded/shifted/finally stacked shall be marked by the contractor with the wagon Nos. Truck Nos. as per direction from HNL authorities, wherever necessary.

- 7.11 (a) The contractor or any person employed by him shall not demand or accept any money, gift, gratuity, royalty, commission, gratification or other inducement in any form in connection with this contract from any employee, or any agents during the currency of this contract. Failure to comply with this provision will lead to termination of the contract without any notice and the contractor will be liable to pay back such money or value of kinds accepted HNL reserves the right to recover the cost thereof from the contractor's pending bills.
- (b) Demanding and collection of "Attimari" charges or any other payment as mentioned above, from the truck operators, harassing them with or without the knowledge of the contractor will be treated as breach of contract entailing action detailed under (a) above.

8. WEIGHMENT

The payment shall be made on the basis of gross weight of each consignment. For this purpose, the weight shown as per HNL's weighbridges shall be final.

Sr.Manager (EMCC)

Tenderer :

Proforma of Agreement

This Agreement made on this theday 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

.....(here in after 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 wiliness 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 supersedes 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 present of the following witnesses on the day and year first above written.

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

(Name of Contractor)

WITNESSES

1.

2

WITNESSES

1.

2

In case of Public limited Company or Private limited Company:

- i. Amount of paid up capital
- 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

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 work- Rs Financial year-wise	Completion time as stated in tender	Actual completion date	Name and address of authorities/organisation for whom work was carried out

Signature of Tender

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

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

Appendix III

List of Relations

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

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)

REFERENCE: MATERIAL HANLDING CONTRACT
HNL/EMCC/09/1826/T.1459

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
1	UN0022	1574	NOS (.....)) (.....))
	Unload 1 Ton Chlorine cylinder from the truck with MHE provided free of charge. (Rate to be quoted per each number)				
2	UN0023	50	NOS (.....)) (.....))
	Unload 100 Kg Chlorine cylinder from the truck with MHE provided free of charge. (Rate to be quoted per each number)				
3	UN0019	12370	MT (.....)) (.....))
	Unload raw Lime-shell- loose from supply truck and stacking for proper storage.				
	OR				
	Loading the above item into truck from company's storage area.				
4	UN0001	4188	MT (.....)) (.....))
	Unload Alum/Mixed Sulphate Salt from trucks, shifting & stacking properly in the specified storage area.				
	OR				
	Loading the above item into trucks from Company's storage area/godown.				
5	UN0003	2012	MT (.....)) (.....))
	Unload Sodium Sulphate (Salt Cake) packed in bags of 50/100 Kg shifting and stacking the same properly.				
	OR				
	Loading the above items into trucks from company's storage area/godown.				

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
6	UN0002	7728	MT (.....) (.....)
	Unload Soap Stone Powder(Talcum)/Starch packed in bags from trucks, shifting and stacking the same properly. OR Loading the above items into trucks from company's storage area/godown.				
7	UN0004	1200	MT (.....) (.....)
	Unload limestone packed in bags/loose from trucks, shifting and stacking the same properly. OR Loading the above items into trucks from company's storage area/godown.				
8	UN0004A	200	MT (.....) (.....)
	Unload burnt shell lime packed in bags from trucks, shifting and stacking the same properly. OR Loading the above items into trucks from company's storage area/godown.				
9	UN0016A	400	MT (.....) (.....)
	Unload Sodium Hydro Sulphite barrel/Fatty acid drums from truck and stacking the same properly on floor. OR Loading the above items into trucks from company's storage area/godown.				
10	UN0016B	334	MT (.....) (.....)
	Unload Calcium Chloride bags from truck and stacking the same properly on floor. OR Loading the above item into trucks from company's storage area/godown.				

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
11	UN0016C	44	MT (.....) (.....)
	<p>Unload Dia Flock from truck packed in bags/tins and stacking properly in floor.</p> <p style="text-align: center;">OR</p> <p>Loading the above items into trucks from company's storage area/godown.</p>				
12	UN0015A	114600	KG (.....) (.....)
	<p>Unload Chemicals (in drums & carboys) from truck and stacking the same properly.</p> <p style="text-align: center;">OR</p> <p>Loading the above items into trucks from company's storage area/godown. (Rate to be quoted per Kg)</p>				
13	UN0015B	6666	KG (.....) (.....)
	<p>Unload Acetic Acid packed in carboys from truck and shifting, stacking the same properly.</p> <p style="text-align: center;">OR</p> <p>Loading the above items into trucks from company's storage area/godown. (Rate to be quoted per Kg)</p>				
14	UN0015C	26666	KG (.....) (.....)
	<p>Unload Lubricants & Oils normally in 205 Litre barrels from truck, shifting and stacking the same properly.</p> <p style="text-align: center;">OR</p> <p>Loading the above items into trucks from company's storage area/godown. (Rates to be quoted per Kg).</p>				
15	UN0017	166	MT (.....) (.....)
	<p>Unload Urea/Di-ammonium phosphate packed in 50 Kg bags etc. from truck, shifting and storing in specified storage area.</p> <p style="text-align: center;">OR</p> <p>Loading the above items into trucks from company's storage area/godown.</p>				

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
16	UN0005	2800	MT (.....) (.....)
<p>Unload Kraft Paper/Grey Board reels/Round Disc/Square Sheet etc.(Packing Paper) with MHE provided free of charge shifting and stacking in specified storage area.</p> <p style="text-align: center;">OR</p> <p>Loading the above items into trucks from company's storage area/godown.</p>					
17	UN0006	74	MT (.....) (.....)
<p>Unload Kraft Paper/Grey Board Reels/ Round Disc/Square Sheet etc.(Packing Paper) without the aid of MHE from truck shifting and stacking the same properly.</p> <p style="text-align: center;">OR</p> <p>Loading the above items into trucks from company's storage area/godown.</p>					
18	UN0025	1000000	NOS (.....) (.....)
<p>Unload Core Plug from truck and stacking the same properly.</p> <p style="text-align: center;">OR</p> <p>Loading the above items into trucks from company's storage area/godown. (Rate to be quoted per each number)</p>					
19	UN0025A	66666	NOS (.....) (.....)
<p>Unloading of paper Core from trucks, shifting and stacking the same properly.</p> <p style="text-align: center;">OR</p> <p>Loading the paper core to trucks and stacking properly from company's storage area / godown (Rate to be quoted per each number).</p>					
20	UN0025C	266666	NOS (.....) (.....)
<p>UNLOADING OF WOODEN WEDGE FROM TRUCKS, SHIFTING AND STACKING THE SAME PROPERLY</p> <p style="text-align: center;">OR</p> <p>LOADING WOODEN WEDGES TO TRUCKS FROM COMPANY'S GODOWN AND STACKING PROPERLY(RATE TO BE QUOTED PER EACH NUMBER)</p>					

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
21	UN0025B	66666	NOS (.....) (.....)
	Shifting the paper core from godown to p.m/c floor or heating chamber including loading , transportation and unloading.				
22	UN0007	2000	MT (.....) (.....)
	Unload Wood Pulp bales from Containers/Trucks with MHE provided free of charge by HNL, shifting and stacking the same properly.				
	OR				
	Loading the above items into truck from company's storage area/godown.				
23	UN0021	66	MT (.....) (.....)
	Unload Cashew Nut shell/Coconut shell etc. solid fuels- (except Coal) from truck.				
	OR				
	Loading the above items into trucks from company's storage area/godown.				
24	UN0008	600	MT (.....) (.....)
	Unloading of Cement packed in bags (50Kg) from truck shifting and stacking properly.				
25	UN0009	200	MT (.....) (.....)
	Unloading of Structural and Re-inforcement Steel materials from truck with MHE provided free of charge, shifting and stacking the same properly.				

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
26	UN0010	400	MT (.....) (.....)
	Unloading of Structural and Re-inforcement Steel Materials from truck without the aid of MHE, shifting and stacking the same properly.				
27	UN0011	60	MT (.....) (.....)
	Unload Machinery/Equipments/Cable from truck with MHE provided free of charge, shifting and stacking the same properly on floor.				
	OR				
	Loading the above items into trucks from company's storage area/godown with MHE provided free of charge.				
28	UN0012	14	MT (.....) (.....)
	Unload Machinery/Equipments/Cable from truck without the aid of MHE, shifting and stacking the same properly on floor.				
	OR				
	Loading the above items into trucks from company's storage area/godown with MHE provided free wherever required.				
29	TR0005	4058	MT (.....) (.....)
	Supply Alum near to chest in Paper Machine, CAP Ist floor/Starch to CAP Ist floor by HNL trolley provided free of charge.				
30	TR0008	2920	MT (.....) (.....)
	Supply Packing Paper to PM/c , including Kraft Paper Grey Board reels, High GSM etc. with MHE, provided free of charge.				

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
31	TR0011	1000000	NOS (.....) (.....)
	Supply Core/Core Plug to P M/c. (Rate to be quoted per each number)				
32	TR0017	50000	KG (.....) (.....)
	Supply Sundry Chemicals to P M/c - CAP Plant. (Rate to be quoted per Kg)				
33	TR0004	146	MT (.....) (.....)
	Loading, transporting and supply of Alum/Burnt Lime etc. to River Pump House with HNL Truck provided free of charge.				
34	TR0003	66	MT (.....) (.....)
	Loading, transporting and supply of Alum/Burnt Lime Powder etc. to River Pump House with contractor's truck.				
35	MH0002	566	MT (.....) (.....)
	Collection, Cleaning, Screening and Bagging loose SS Powder/Alum/Cement/loose burnt Lime powder in bags bags shall be provided by HNL free of charge)				
36	LD0023	1600	NOS (.....) (.....)
	Load empty 1 Ton Chlorine cylinder with MHE provided free of charge into trucks and stacking properly. (Rate to be quoted per each number)				

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
37	LD0024	34	NOS (.....) (.....)
	Load empty 100 Kg Chlorine cylinder into the truck and stacking properly. (Rate to be quoted per each number)				
38	SPDIP001	600	MT (.....) (.....)
	Supply of Chemicals from Stores to DIP Chemical preparation plant/ CMP plant with HNL vehicle provided free of charge as per the requirement and as directed by the plant in charge including loading/unloading.				
39	SPDIP002	260	MT (.....) (.....)
	Supply of Chemicals from DIP godown to Chemical preparation plant as per the requirement and as directed by the plant in charge including loading/unloading.				
40	SPDIP003	6400	NOS (.....) (.....)
	Transportation of empty drum/carboys from DIP plant area as well as from CMP/PM/c area to the stockyard earmarked for these items and stacked properly as directed by the store in charge with HNL vehicle provided free of charge. (Rate to be quoted per each number)				
41	UN0013	26	MT (.....) (.....)
	Unload coir rope/Sabai string from the truck, shifting and stacking properly in the specified storage area.				
	OR				
	Loading the above items into trucks from company's storage area/godown.				

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
42	UN0016D	134	MT (.....) (.....)
<p>Unload any other item not mentioned in the schedule like A C Sheet, sand Concrete sleeper/Wood sleeper /Wood items/Fire bricks etc. shifting and stacking properly with MHE provided free of charge.</p> <p style="text-align: center;">OR</p> <p>Loading the above items into trucks from company's storage area/godown.</p>					
43	UN0016E	500	MT (.....) (.....)
<p>Unload any other item not mentioned in the schedule like A C Sheet, Concrete sleeper/Wood sleeper /Wood items/Fire bricks etc. shifting and stacking properly without the aid of MHE.</p> <p style="text-align: center;">OR</p> <p>Loading the above items into trucks from company's storage area/godown.</p>					
44	SS0004A	106	MT (.....) (.....)
<p>Shifting and stacking in the same godown with MHE provided free of charge of goods which was already unloaded and stacked in various godowns.</p>					
45	SS0004B	324	MT (.....) (.....)
<p>Shifting and stacking in the same godown without MHE of goods which was already unloaded and stacked in various godowns.</p>					
46	SS0004C	366	MT (.....) (.....)
<p>Shifting and stacking of goods from one godown to another godown with company MHE and company vehicle both are provided free of charge which was already unloaded and stacked.</p>					

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
47	SS0004D	134	MT (.....) (.....)

Shifting and stacking of goods from one godown to another godown with MHE provided free of charge and with contractor's vehicle which was already unloaded and stacked.

TOTAL AMOUNT QUOTED (In figures & in words):

OPTIONAL ITEMS

Only unit rates are to be quoted for the following optional items.

SL. NO.	ITEM NO. & DESCRIPTION	UNIT	RATE
1.	UN0026 UNLOADING COAL/LIGNITE FROM OPEN/TRUCK AND LOADING THE SAME INTO CONTRACTORS TRUCK AND TRANSPORTING TO STORAGE YARD UNLOADING PROPERLY.	MT	
2.	UN0026A UNLOADING COAL/LIGNITE FROM CLOSED WAGON/TRUCK AND LOADING THE SAME INTO CONTRACTORS TRUCK, TRANSPORTING TO STORAGE AREA AND UNLOADING PROPERLY	MT	
3.	UN0026B UNLOADING INDUSTRIAL GAS CYLINDER FROM THE TRUCK INCLUDING SHIFTING AND STACKING THE SAME PROPERLY. OR LOADING THE ABOVE ITEM INTO TRUCKS FROM COMPANY'S STORAGE AREA/GODOWN.	NOS	
4.	UN0026C UNLOADING LPG CYLINDER FROM THE TRUCK INCLUDING SHIFTING AND STACKING THE SAME PROPERLY. OR LOADING INTO TRUCKS FROM COMPANY'S STORAGE AREA/GODOWN.	NOS	
5.	UN0026D UNLOADING, SHIFTING AND STACKING PROPERLY CEMENT IN 50 KG BAGS FROM WAGONS, CONTAINERS INCLUDING TRANSPORTATION.	MT	

SL. NO.	ITEM NO. & DESCRIPTION	UNIT	RATE
6.	UN0026E UNLOADING, SHIFTING AND STACKING PROPERLY OF HEAVY MACHINERY, EQUIPMENTS ETC WITH MHE PROVIDED FREE OF CHARGE FROM CONTAINERS/WAGONS. OR LOADING THE ABOVE ITEMS INTO CONTAINER/WAGON EXCLUDING TRANSPORTATION.	MT	
7.	UN0026F UNLOADING, SHIFTING AND STACKING PROPERLY OF ANY OTHER ITEMS NOT MENTIONED IN THE SCHEDULE WITH MHE PROVIDED FREE OF CHARGE/WITHOUT MHE (AS THE CASE MAY BE) FROM TRUCK, CONTAINERS, WAGONS.	MT	
8.	SS0004E SUPPLY OF DEPARTMENT FELT CASE TO PAPER MACHINE FROM STORAGE YARD/GODOWN WITH HNL VEHICLE, MHE/CRANE PROVIDED FREE OF CHARGE (RATE TO BE QUOTED PER EACH CASE)	NOS	
9.	SS0005 RESTACKING STEEL/MACHINERY WITH MHE PROVIDED FREE OF CHARGE.	MT	
10.	SS0005A RESTACKING OF STORES & SPARES AS PER THE DIRECTION. (RATE TO BE QUOTED PER KG)	KG	
11.	SS0005B COLLECTION & STORAGE OF OLD FELT FROM PM/C TO FELT GODOWN BY HNL TRUCK PROVIDED FREE OF CHARGE (RATE TO BE QUOTED PER EACH NUMBER)	KG	
12.	SS0005C COLLECTION OF EMPTY DRUMS FROM PM/C OR FROM ANY OTHER PLANT TO STORAGE YARD BY HNL TRUCK PROVIDED FREE OF CHARGE. (RATE TO BE QUOTED PER EACH NUMBER)	NOS	
13.	LD0025 LOADING ANY TYPE OF STORES, SPARES, CHEMICALS ETC. INTO HNL TRUCK PROVIDED FREE OF CHARGE. (RATE TO BE QUOTED PER KG)	KG	
14.	LD0025A LOADING OF EMPTY INDUSTRIAL GAS CYLINDER INTO HNL TRUCK PROVIDED FREE OF CHARGE, (RATE TO BE QUOTED PER EACH NUMBER)	NOS	
15.	LD0025B LOADING OF EMPTY LPG CYLINDER INTO HNL TRUCK PROVIDED FREE OF CHARGE. (RATE TO BE QUOTED PER EACH NUMBER)	NOS	

SL. NO.	ITEM NO. & DESCRIPTION	UNIT	RATE
16.	UN0026G UNLOADING WOOD PULP FROM WAGON, SHIFTING AND STACKING INCLUDING TRANSPORTATION WITH CONTRACTORS VEHICLE WITH MHE PROVIDED FREE OF COST.	MT	

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 :

COMPETENT AUTHORITY

Signature :

Name and Address of Contractor :

Office Seal :