

	TUV	Tamil Nadu Newsprint and Papers Limited
	<b>CERTIFICATE</b> EN ISO 9001 Certificate: 041008539 DIN En ISO 14001	Phone 04324 - 277 001 (10 lines) <b>Fax</b> 04324-276368 (Purchase) <b>E-mail</b> <a href="mailto:purchase.cont@tnpl.co.in">purchase.cont@tnpl.co.in</a> <b>Web</b> <a href="http://www.tnpl.com">www.tnpl.com</a>

TEN:ENQ:PUR: 20103000145

DATE: 20/07/2010

Sub: **Unloading, Stacking, Collection and Feeding of Eucalyptus and other species of Wood for the year 2010-11**

Tenders are hereby invited for the subject work as per the following terms and conditions.

Envisaged period of the contract shall be for One year from 01/09/2010 to 31/08/2011

Tender schedule will be in two parts viz., **COMMERCIAL BID & PRICE BID** in Two separate Envelopes, both to be submitted together.

The PRICE BID should be submitted in the Tender cover, which is enclosed, herewith properly sealed and submit along with COMMERCIAL BID in a separate cover. Please write clearly on the top of the cover whether "PRICE BID" or "COMMERCIAL BID". Both the covers containing PRICE BID and COMMERCIAL BID are to be put in one sealed cover superscribing the Tender No. and due date and addressed to Purchase Dept., Tamil Nadu Newsprint and Papers Limited, Kagithapuram, Karur Dt – 639 136.

**The following are the qualifying factors for opening of price bid:**

Tenderer shall submit the following in commercial Bid

- Copies of documentary evidence towards experience in carrying out works by engaging suitable manual workforce for a value not less than **Rs 10 lakhs** against single order in one year period in any reputed concerns/ Government organizations. Necessary proof to this effect such as copies of work order/contract and invoices with payment receipts shall be submitted along with the Tender, failing which, the Tender is liable for rejection at the discretion of TNPL.
- Earnest Money Deposit (EMD) for a value of **Rs 2,00,000/-** in the form of Demand Draft in favour of "TAMIL NADU NEWSPRINT AND PAPERS LIMITED" drawn on any of the Nationalized Banks, payable at KARUR. Alternatively an unconditional bank guarantee for a like amount issued by a bank acceptable to TNPL as per Proforma enclosed as Appendix-I shall be submitted in the Non-Price Bid. The Bank Guarantee shall be valid for 90 days beyond the validity of the Tender.

Note: Tenders received not complying with the above qualifying conditions will be rejected and will not be eligible for price bid opening.

COMMERCIAL BID shall not be opened in the presence of Tenderer's representatives. However, TNPL shall scrutinize the data submitted in the COMMERCIAL BID and the offers of those who get qualified by satisfying the Tender conditions will only be considered for opening of the Price Bid. The offers of Tenderers who do not satisfy the terms and conditions are liable for rejection and in such case, the PRICE BID submitted shall be returned unopened along with the EMD submitted if any. The date of opening of PRICE BID will be communicated in due course to the qualified Tenderers and it will be opened in the presence of Tenderers / their representatives who choose to be present.

Tenderers who have downloaded Tender document through TNPL website should submit a non-refundable Tender Fee by way of separate DD for Rs 500/- drawn in favour of TNPL payable at Karur in the Non-Price Bid failing which Tender will not be considered.

Once Tender is submitted, Tenderer cannot withdraw. In case Tenderer withdraws from Tender on any day for any reason after submitting Tender EMD submitted shall be forfeited without any prejudice.

For successful Tenderer, EMD submitted in the form of Demand Draft shall be converted into Security Deposit. In case EMD submitted in the form of Bank Guarantee, the successful Tenderer shall submit Security Deposit in the form of Demand Draft, immediately upon accepting the order. Security Deposit shall not bear any interest. Security deposit will be discharged upon fulfillment of all contractual obligations.

EMD shall be returned, interest free, to the unsuccessful Tenderers within three months from the date of opening of Price Bid.

TNPL shall not be responsible for any delay/loss in transit or non-receipt of Tender document. TNPL reserves the right to

- split the quantum / items of work and award the contract to one or more Tenderers.
- reject any or all Tenders in part or in full without assigning any reason therefor.
- reject the lowest quotation or any quotation at its own discretion and TNPL is not bound to accept the lowest quotation.
- waive any Tender condition at its own discretion.

Before submitting the Tender, Tenderers are advised to visit the Site at Kagithapuram and contact

- Concerned Engineer-in-charge to understand the nature of work involved and
- Human Resources Department (HR) to understand the prevailing Labour Rules in TNPL.

Tender consisting of both COMMERCIAL BID (Annexure-I) and "PRICE BID" (Annexure-II) is deemed for submission in the Purchase Dept. not later than 3.00 PM of **09/08/2010**.

for **TAMIL NADU NEWSPRINT AND PAPERS LIMITED**

**Asst. General Manager (Purchase)**

Encl. : a.a.

## ANNEXURE-I

### 1 SCOPE OF WORK

The scope of work shall be generally unloading of wood received, stacking in the yards A & B (A: existing wood yard; B: new wood yard near sludge gate) and collection of wood from A Yard as directed by Officer-in-charge, loading into the tractor trailers and feeding on to the chipper Apron Conveyor / Live Deck either manually or by operating the Mobile / Stationary Grab available at the wood yard.

The detailed scope of work shall be as follows by utilizing the machines available at wood yard:

#### 1.1 Mechanized Unloading and Stacking

- 1.1.1 For all stacks, two outer rows of all sides must be stacked manually with cross sections of logs forming the outer surface of the stack. At corners, the wood logs shall be stacked in criss-cross formation for 2 metres length on either direction to avoid sliding. One Square meter area criss cross formation is to be made for every 5 meter length on all sides of the stack. Wood stacked in the inner part of the stack using mobile grab shall be evenly stacked over the complete area with minimum voids. Stacking the unloaded wood into proper & regular stack upto a height of 16 feet with a clear passage of 9 feet on all sides as instructed by the wood yard officer. The stacking should be done in the trapezoidal shape. Wide at the bottom and converging at the top with proper side support formation on either side lengthwise.
- 1.1.2 A minimum of 2 MT of EH wood must be staked per square meter area of the stack. For example a stack of length 40m and width 15m shall be stacked with 1,200 MT of EH wood. In case of all other species of wood 1.5 MT of wood must be stacked per square meter area of the stack.
- 1.1.3 For Mechanized Unloading and stacking adequate equipment operators shall be engaged by Tenderer. In case of non availability of mobile grabs Unloading is to be carried out manually. Tenderer should mobilize adequate manpower to unload the trucks within the stipulated time.
- 1.1.4 While unloading itself, the crooked / over sized logs shall be segregated and kept separately for further processing in Band saw machine or hydraulic splitting as the case may be.
- 1.1.5 Under size/small size logs are to be separated and weighed and separately stacked immediately after unloading.
- 1.1.6 Providing necessary assistance to Wood Yard Officer-in-charge in ascertaining the volume / tonnage of each stack as and when required.

## 1.2 Manual Unloading and Stacking

- 1.2.1 Unloading of eucalyptus or any other type of wood from the lorries engaging necessary manual labour at the places earmarked by the Officer-in-charge from time to time as early as possible after the trucks reached Wood Yard either during day or night hours. Maximum unloading time shall not be more than 2 hours in case of ordinary trucks and 3 hours in case of triple axle trucks like Tusker/Tarus/Tata etc. Failure to unload the trucks within the allowed time shall attract a fine of Rs. 250/- per truck and the same shall be at the discretion of Engineer-in-Charge.
- 1.2.2 While unloading itself, the crooked / over sized logs shall be segregated and kept separately for further processing in Band saw machine or hydraulic splitting as the case may be.
- 1.2.3 Receipt of Lorries may not be uniform in any day and manpower shall be arranged within short notice to unload the wood. Trucks arrival, generally, is in between 12.00 mid night to 2.00 pm and the wood quantity will be 750 to 2,000 MT/day. The waiting time of any truck shall not exceed the time prescribed above, at the wood yard. If lorries are unduly held up due to inadequate labour for unloading, the Engineer-in-charge at his discretion shall initiate action to unload the left out truck through some other agency and the cost thus incurred shall be debited to the Tenderer's account without any prejudice.
- 1.2.4 Stacking the unloaded wood into proper & regular stack upto a height of 16 feet with a clear passage of 9 feet on all sides as instructed by the wood yard Officer. The stacking should be done in the trapezoidal shape. Wide at the bottom and converging at the top with proper side support formation on either side lengthwise. At corners, the wood logs shall be stacked in criss-cross formation for 2 metres length on either direction to avoid sliding. One Square meter area criss cross formation is to be made for every 5 meter length on all sides of the stack. Further wood logs must be uniformly and evenly stacked over the complete area with minimum voids. A minimum of 2 MT of EH wood must be staked per square meter area of the stack. For example a stack of length 40m and width 15m shall be stacked with 1,200 MT of EH wood.
- 1.2.5 Bluegum and wattle wood are slippery in nature when they are fresh, in such cases wood have to be unloaded, allowed to dry and then stacked into proper and regular stack upto a height of 14 feet. At corners, the wood logs shall be stacked in criss-cross formation for 2 metres length on either direction to avoid sliding. One Square meter area criss cross formation is to be made for every 5 meter length on all sides of the stack. Further wood logs must be uniformly and evenly stacked over the complete area with minimum voids. A minimum of 1.5 MT of Bluegum / Wattle / Casurina wood must be staked per square meter area of the stack. For example a stack of length 40m and width 15m shall be stacked with 900 MT of Bluegum /Wattle / Casurina wood.

- 1.2.6 Under size/small size logs are to be separated and weighed and separately stacked immediately after unloading.
- 1.2.7 Providing necessary assistance to Wood Yard Officer-in-charge in ascertaining the volume / tonnage of each stack as and when required.

### **1.3 Mechanized loading to trailers**

- 1.3.1 Loading the wood logs to trailers from the wood stacks of Yard A & B engaging L&T Grabs provided by TNPL as per the instruction of Officer-in-charge. Minimum two labourers are to be engaged in every shift for collecting the scattered wood during loading to trailers by L & T Grabs for easy movement of vehicles.
- 1.3.2 Transportation of wood logs in trailers to chipper house after weighment in weighbridge for feeding to Apron conveyors / Live Deck. Enroute spillage of wood to be cleared then and there.
- 1.3.3 Necessary equipment operators shall be kept for operating L&T Grabs, Stationary Grabs and tractor trailers in all the three shifts.
- 1.3.4 Collection of oversized wood from the stack as and when a stack is consumed and store it at a place identified by the Officer-in-charge for further processing. The small sized & pieces of wood logs shall be kept at one place separately for any other use.
- 1.3.5 Collection of split wood and cut wood from Hydraulic splitter / Band saw machine and transporting and feeding the logs onto the chipper apron conveyor / Live deck.
- 1.3.6 Periodical collection of scattered wood logs in and around the wood yard area and chipper house while transportation.
- 1.3.7 Cleaning the wood yard area of bark etc as and when each stack is exhausted and dump the same at the place identified by the Officer-in-charge. Failure to carry out the work shall attract a penalty of Rs 500/- (Rupees Five Hundred only) apart from engaging some other agency to carry out the work at the cost and risk of Tenderer.
- 1.3.8 Collection and transportation of oversized logs from wood stacks to the Hydraulic splitter.
- 1.3.9 Collection and transportation of asymmetrical wood logs like crooked, twisted, bent, 'Y' and 'U' shaped billets, from wood stacks to the Hydraulic Splitter / Bandsaw Machine.

#### **1.4 Mechanized feeding to conveyors**

- 1.4.1 To keep necessary trained Grab operators in every shift and operate stationery grabs for feeding to chippers. In the event of non availability of Stationary grabs Tenderer shall mobilize adequate manpower for the manual feeding to meet the requirements as per instruction of Officer-in-charge.
- 1.4.2 One labour per grab is to be engaged in every shift for collecting the scattered wood during the Grab operation and feeding to conveyors.
- 1.4.3 Collection of split wood and cut wood from Hydraulic splitter / Band saw machine and transporting and feeding the logs onto the chipper apron conveyor / Live deck.
- 1.4.4 The barks separated from the logs and accumulated around / underneath the apron conveyors and chipper feed conveyors shall be removed / collected periodically and dumped at the place earmarked by Officer-in-charge.
- 1.4.5 Collection of chips spillage from the chippers, conveyors, screen etc and feeding into the screen feed conveyors periodically in each shift.
- 1.4.6 Collection of slivers etc spilled from screen, conveyor etc and feeding to the rechipper feed conveyor periodically in each shift.
- 1.4.7 Collection of dust accumulated in the Chipper House and dumping at the place shown in every shift.
- 1.4.8 Collection of wood logs spilled from conveyors, chippers etc and feeding to the chipper feed conveyor periodically in every shift.
- 1.4.9 Providing necessary manpower assistance for chipper knife changing.

#### **1.5 Manual feeding to conveyor**

- 1.5.1 Necessary manpower shall be engaged for manually feeding the wood logs from tractor trailers or from trucks to apron conveyors of the chippers.
- 1.5.2 The barks separated from the logs and accumulated around / underneath the apron conveyors and chipper feed conveyors shall be removed / collected periodically and dumped at the places identified by the Officer-in-charge.
- 1.5.3 Collection of chips spillage from the chippers, conveyors, screen etc and feeding into the screen feed conveyors periodically in each shift.
- 1.5.4 Collection of slivers, oversize chips etc spilled from screen, conveyor etc and feeding to the rechipper feed conveyor periodically in each shift.

- 1.5.5 Collection of dust accumulated in the Chipper House and dumping at the place shown in every shift.
- 1.5.6 Collection of wood logs spilled / scattered from conveyors, chippers etc and feeding to the chipper feed conveyor periodically in each shift.
- 1.5.7 Providing necessary manpower assistance for chipper knife changing.
- 1.5.8 Cleaning of the areas in and around Chipper House during the stoppage of plant.
- 1.5.9 Cleaning the silo top area regularly every day.

### **1.6 Feeding of chips into conveyors using loaders**

- 1.6.1 Necessary manpower shall be engaged for feeding chips using loader into conveyor / Live bottom conveyor.
- 1.6.2 Necessary manpower shall be deployed at various places like Live bottom Conveyor, Conveyor discharge end and screen area to release jam and chips accumulation to ensure smooth chips feeding.
- 1.6.3 Collection of chips spillage from the live bottom conveyor, conveyors screen, Re-chipper, Cyclone separator etc and feeding into the screen feed conveyor periodically during chips feeding.
- 1.6.4 Collection of dust accumulated in the Live bottom conveyor, conveyors and dumping at the place shown in every shift.
- 1.6.5 The chips fed shall be approximately 200-300 tonnes per day and may vary depending on availability of wood chips and plant requirements.
- 1.6.6 Chips storage yard for feeding is to be kept neatly heaped and cleaned. Chips spillage around this area is to be cleaned regularly.

### **1.7 Materials supplied by TNPL**

Necessary machines such as L&T Mobile Grabs, stationery Grabs for handling wood, loader for handling chips, tractors and trailers for transportation of wood shall be provided by TNPL free of cost including consumables like Diesel, oil etc and maintenance of the vehicles. Mobile Grabs shall be used for stacking, destacking and collection of wood for loading into tractor-trailers and any other work as identified by the Officer-in-charge from time to time.

### **1.8 Estimated Quantity**

Handling of wood	:	4,00,000 MT
Feeding of chips	:	15,000 MT

However, TNPL shall not guarantee for minimum quantity of wood to be handled in each category.

## **1.9 The various mode of operations envisaged are as below**

### **1.9.1 Unloading and Stacking**

- 1.9.1.1 Mechanized unloading and stacking of EH and other species of wood
- 1.9.1.2 Manual unloading and stacking EH and other species of wood

### **1.9.2 Loading of wood**

- 1.9.2.1 Mechanized loading to trailers

### **1.9.3 Feeding of wood**

- 1.9.3.1 Mechanized feeding of wood from Lorry / Trailer
- 1.9.3.2 Manual feeding of wood from Lorry / Trailer to conveyors

### **1.9.4 Feeding of chips**

Feeding of chips using loaders from the storage to the live bottom conveyor / conveyors.

## **1.10 Materials supplied by Tenderer**

Necessary implements required for the labour shall be arranged by the Tenderer.

It is the responsibility of the Tenderer to arrange qualified drivers to operate the mobile grabs, stationery Grabs, loader and to drive the tractors in all the three shifts. Air filling, Diesel filling and taking equipment for service / maintenance is driver's responsibility.

The approximate requirement of labourers shall be two Helpers per shift per Grab for removing spillages from lorry and trailer and helping the Grab operator in operation of the wood grabs.

The additional labourers required for effectively carrying out the above work should be arranged by the Tenderer in time without fail. Failing which the same will be viewed seriously.

### **1.11 Responsibilities of the Tenderer**

- 1.11.1 The estimated quantity of logs to be fed shall be equivalent to 1,200 tonnes per day and chips 200-300 tonnes per day. However, the quantity is indicative only and TNPL shall not give any guarantee for this quantum of work. The log and chips feeding shall be as per the daily requirement, of Pulp Mill and the Tenderer shall engage requisite manpower for smooth operation of chipper as per the instructions of Engineer-in-charge.
- 1.11.2 To meet the production requirement both the chippers may have to be run in all the three shifts.
- 1.11.3 Tenderer shall maintain good feed rate and ensure that atleast 300 ~ 370 Tonnes of wood per shift is chipped. Whenever the Grabs are not in operation due to mechanical failure it is responsibility of the Tenderer to engage manpower and resort to manual operations so that the digester operation is not affected for want of chips.
- 1.11.4 Whenever the digester operation is affected for want of chips due to poor feeding by the Tenderer, a fine of Rs 5,000/- will be deducted from the running bill and in this regard the decision of the Engineer-in-charge is final and binding on the Tenderer.
- 1.11.5 Tenderer shall employ efficient supervisors one per each yard and one per chipper house in each shift and shall also nominate a responsible person to whom instructions can be given from time to time.
- 1.11.6 Tenderer shall maintain a field order book and get the instructions recorded in the book and the book should be countersigned by the Officer-in-charge regularly certifying the Tenderer having carried out these works satisfactorily. Field order book should be necessarily accompanied with the bill for payment and without which payment will not be made.
- 1.11.7 If the Officer-in-charge is not satisfied with the work, he, at his discretion can insist the Tenderer to increase the manpower as well as working time to cope up the work satisfactorily within the specified time to provide the area clean and tidy and without any loss of production. The number of persons required for the job shall be decided mutually and if the Tenderer fails to carry out the instructions given by the Engineer-in-charge, the Engineer shall initiate action to get the left out work got done through some other agency and cost thus incurred shall be debited to the Tenderer's account without any prejudice.
- 1.11.8 Tenderer shall raise monthly bill and the same shall be certified by Engineer-in-charge advising deduction if any, as per contract terms.

- 1.11.9 It is the responsibility of the Tenderer that no lorries are unduly held up during unloading. Sufficient manpower should be engaged to unload and stack the same. A minimum of 2 MT and 1.5 MT per square meter area to be stacked for EH and other species of wood respectively. Improper unloading & stacking will attract penalty. The demurrage incurred if any due to failure on part of the Tenderer shall be debited to his account.
- 1.11.10 As and when the wood trucks arrives the supervisor in-charge of the concerned Tenderer should report to the shift woodyard operator along with the lorry documents and also species sample. The sample should be chipped and packed in polythene bags and same is to be handed over to weighbridge operator with relevant data.
- 1.11.11 It is the responsibility of the Tenderer to ensure that no labourer should be allowed to sit on the wood laden lorries while it is in motion. If any default noticed in this may be viewed seriously
- 1.11.12 It is the responsibility of the Tenderer to provide manpower for assisting during knife change and to take the used knives to workshop and to collect ground knives to Chipper House.
- 1.12 The approximate manpower during plant operations shall be as below:

**Manpower Requirement when Plant is in Operation**

1	Old Chipper	2 persons per shift (as and when required)
2	New Chipper	8 persons per shift
3	Drum Chipper	4 persons per shift
4	Equipment operators for feeding wood logs (For new chippers & drum chipper & L&T operation)	4 persons per shift
5	Drivers for handling the tractors	1 person per shift (3 persons / day)
6	Equipment Operators for unloading wood logs	1 person per shift (3 persons / day) (for mechanized unloading and stacking during shuts and stoppages when wood arrivals are more to avoid delay in waiting of lorries)
7	For cleaning the Chipper area	10 persons in General shift (i.e. 8 persons for new chippers & 2 persons for drum chippers for removing the slivers, bark and spillages)
8	Supervisor	1 person per shift and 1 person in General Shift.

For manual unloading, stacking, loading the Trailers, Tenderer should arrange manpower to the requirement as per the instructions of Officer-in-charge. In case of failure to meet the requirement, proportionate deduction shall be made in the bill for less mandays supplied, as the case may be.

## **2 PAYMENT TERMS:**

Tenderer shall raise monthly bills which shall be duly certified by the Engineer-in-charge and the payment shall be effected after making the following deductions:

- 2.1 85% of the certified bill value shall be released within 15 days from the date of receipt of certified bills at Accounts department.
- 2.2 15% shall be withheld and released in parts towards payment of bonus to the labourers. Any balance shall be held as retention money and released interest free on satisfactory completion of the contract after adjusting for increase / decrease in VDA component.

## **3 CONTRACT PERIOD**

The rate contract shall be valid for a period of one year effective from 01/09/2010 to 31/08/2011. However, the period may be extended or short closed on the existing terms and conditions depending upon the receipt of wood.

In case the performance of the Tenderer is not satisfactory, TNPL reserves the right to terminate the contract without any prejudice giving a notice of 15 days. In case of such termination, security deposit of Rs 2,00,000/- shall be forfeited.

## **4 OTHER TERMS & CONDITIONS**

- 4.1 Tenderer shall quote the rates against each item after thoroughly assessing the quantum /nature of work. The rates quoted by him shall remain firm & fixed without any escalation during the contract period. In case the Tenderer withdraws from the Tender on a later date for any reason the EMD submitted by him shall be forfeited without any prejudice.
- 4.2 After award of contract to the successful Tenderer (contractor), if the contractor withdraws from the work on a later date during the contract period for any reason, Security Deposit submitted by the contractor shall be forfeited without any prejudice, besides the contractor will not be considered for any future Tenders in TNPL for a minimum period of 3 years.
- 4.3 TNPL reserves the rights to short close the contract at any time depending upon the necessity. Tenderer is not eligible to claim any compensation on this account.

- 4.4 Tenderer shall specify separately while quoting the rates, whether the Service is taxable.
- 4.5 It is the responsibility of the Tenderer to ensure whether the work is taxable or not and if taxable, Tenderer has to register with the Central Excise department and the Service tax will be paid to the successful Tenderer only from the date of registration or effective date of contract, whichever is later upon submitting a copy of Service Tax Registration Certificate for claiming Cenvat benefit by TNPL. TNPL is not responsible for any action initiated by the Central Excise department on the successful Tenderer at a later date for non-payment of Service Tax.
- 4.6 In case of Taxable service, successful Tenderer shall raise bills in triplicate by submitting a copy of Service Tax registration certificate, a copy of PAN along with the following details for availing CENVAT by TNPL.
- a) Bill No./ Invoice No.
  - b) Name, Address and Registration Number with date.
  - c) Name & Address of the Service receiver
  - d) Description/classification of the service
  - e) Value of the service with Service Tax payable

In case the Service is taxable, the same shall be paid extra at actual by TNPL against submission of Registration number and date from concerned authorities for claiming Cenvat benefit by TNPL.

In case the Tenderer does not specify the above details separately, no service tax shall be paid extra by TNPL at a later date.

- 4.7 Unloading, stacking, loading and feeding of Eucalyptus and other species shall be accounted on tonnage basis.
- 4.8 All pulpable wood in trailers to be weighed in weighbridge and transported to feeding point. Any default in weighbridge the assessment of the wood quantity left to the discretion of Officer/Engineer-in-charge of that area.
- 4.9 The collection of split oversize wood and cut wood from bandsaw and feeding shall be part of the feeding operation. However, the overall percentage of oversize wood shall be around 1%. The above figure is only indicative and TNPL does not give any guarantee on this.
- 4.10 For unloading and stacking operation, no woman worker shall be allowed after 6.00 PM.
- 4.11 Experienced supervisors shall be arranged in every shift for satisfactory supervision of the entire operation.
- 4.12 Unloading/Stacking of Eucalyptus/other species shall be accounted on tonnage basis as recorded at TNPL weighbridge at the time of transportation. The decision of TNPL regarding the quantum shall be final and binding.

- 4.13 Wood unloaded shall be stacked neatly as per the instructions of the Officer-in-charge and the volume determined immediately. Joint measurements shall be taken at random by the Tenderer's representative & Officer-in-charge. If the stacking is not done properly, 10% stacking charge will be deducted from the running bills of the Tenderer and the same will not be paid.
- 4.14 It is the responsibility of the Tenderer to keep the entire area indicated in the Tender clean and tidy by employing the requisite manpower and implements for working.
- 4.15 Tenderer shall make his offer on tonnage basis as indicated against each work as per the Proforma enclosed.
- 4.16 The drivers engaged by the Tenderer should possess valid driving license. The equipment operators should possess the following minimum requirements.
- |                                  |   |  |
|----------------------------------|---|--|
| 4.16.1 Educational Qualification | : | 8th Standard Pass - should be able to speak, read and write Tamil                            |
| 4.16.2 Age                       | : | 25 to 35 Years, SC/ST - 25 to 40 Years   |
| 4.16.3 Height/Weight             | : | 160 CM. and above/48 Kgs   |
| 4.16.4 Medical Fitness           | : | Certificate regarding the Health, Eyesight and Colour Blindness should be produced           |
| 4.16.5 Experience                | : | Not less than 3 years experience in driving/ operating the <u>HEAVY TRANSPORT VEHICLES</u> . |
| 4.16.6 Service                   | : | Should have Accident Free Service.   |
- Persons with the above minimum qualification if found fit by TNPL Auto Section shall be given training at Main Site. Only those who have successfully completed the training will be taken as Front End Loader Operators.
- 4.17 The successful Tenderer is required to register with the appropriate authorities and obtain necessary contractor license for deployment of labour under this contract.
- 4.18 Both the electrical connection/equipments and mechanical lifting tools and tackles if any, are to be certified by our Engineers before the equipments are taken into operation. Further, the Tenderer's equipments are to be examined by our Engineers and the Tenderer should maintain a record for verification/clarification. The record shall be produced by the Tenderer at the time of inspection by the appropriate authorities.
- 4.19 Tenderer shall abide by all the labour rules and statutory obligations with respect to deployment of labour from time to time.

- 4.20 The contract shall be deemed to have been entered into at Kagithapuram, Karur Dt and the courts at Karur shall be the forum for legal proceedings, if any, connected with this contract.
- 4.21 Tenderer shall adhere to the general terms and conditions of TNPL in toto.
- 4.22 Tenderer shall comply with all labour rules and regulation enclosed as Annexure-III with respect to deployment of labour from time to time regarding wages, bonus, Employer's Provident Fund and other statutory regulations. All expenditures against such requirements shall be borne by the Tenderer.
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**ANNEXURE I - COMMERCIAL BID**

Sub: **Unloading, Stacking, Collection and Feeding of Eucalyptus and other species of Wood for 2010-11**

NOTE : Before filling up the details, please carefully read all the points. No correction or overwriting is allowed.

- 1 Name and address of the Tenderer --
- 2 Partnership / proprietorship/private limited company / Public Limited Company/Public undertaking.(Proof of registration to be enclosed). --
- 3 Name and address of partners and/or directors (incase of company or partnership firm copy of the relevant registration/ partnership deed to be provided) --
- 4 Usual place of business --
- 5 **Experience** --  
Particulars to be given with references and documentary evidence for experience in carrying out works by engaging suitable manual workforce for value not less than **Rs 10 lakh** against single order in one year period in any reputed concerns/ Government organizations. Necessary proof to this effect such as copies of work order/contract and invoices with payment receipts are to be enclosed.
- 6 No. of employees presently engaged by the Tenderer in his present establishment. --
- 7 No. of qualified staff presently engaged by the Tenderer. --
- 8 Name of bankers. --
- 9 Provident Fund/ESI code numbers if any. (Proof of registration to be enclosed) --
- 10 Whether the Tenderer enjoys any overdraft arrangement with the bankers and if so, give particulars. --
- 11 Working capital of the Tenderer. --

- 12 Is the Tenderer an income-tax assessee? Copy of latest IT return along with PAN No. has to be produced. --
- a) PAN No. (Pl. provide Photocopy) :  
b) Status (Please tick) : Company / Non-company  
c) TNGST Regn.No. & Date :  
d) Service Tax Regn. No. & Date :  
(Pl. provide Photocopy)
- 13 Please give your sales turnover for the past 3 years along with copy of balance sheet, audited copy of profit/loss. --
- 14 **Solvency Certificate** Details for a value of Rs 5 lakh --
- 15 Agreeable to take up the work as per Tender -- Yes / No
- 16 **E.M.D. AMOUNT :** --  
Have you enclosed EMD in Non-Price Bid Envelope for an amount of Rs 2,00,000/-  
  
Please furnish DD No.& date with name of the bank.
- 17 **TENDER FEE:** --  
Have you (**Tenderers who have downloaded Tender document through TNPL website**) enclosed a non-refundable Tender Fee by way of separate DD for an amount of Rs 500/- ?  
Please furnish DD No. & Date with Name of the bank.
- 18 **VALIDITY OF OFFER :** --  
Agreeable to keep the offer valid for a minimum period of 90 days from the due date and the rates valid for one year.
- 19 Have you taken up any work earlier in TNPL? If so, furnish order particulars with copies of orders --

NAME :  
ADDRESS :

(SIGNATURE WITH SEAL)

DATE :  
Phone No. :  
Mobile Phone No. :  
E-Mail ID:

**ANNEXURE-II – PRICE BID**

## PROFORMA

To  
Tamil Nadu Newsprint and Papers Limited  
Kagithapuram - 639 136

Sir,

Sub: **Unloading, Stacking, Collection and Feeding of Eucalyptus and other species of Wood for the year 2010-11**

Ref: Tender No. PURCHASE:ENQ: 20103000145 dt. 20/07/2010

I/We hereby confirm having gone through your Tender enquiry cited above in detail and am/are pleased to submit my/our most competitive offer for the subject work as follows:

<b>Sl. No.</b>	<b>Description</b>	<b>Approx. Qty/Annum (MT)</b>	<b>Rate/MT Rs.P.</b>	<b>Value Rs.P.</b>
1	Mechanized loading of wood into trailers	2,000	_____	_____
2	Manual feeding of wood from Lorry/ Trailer to Conveyors	30,000	_____	_____
3	Mechanized feeding of wood from Lorry/ Trailers	3,50,000	_____	_____
4	Manual unloading and stacking of Eucalyptus Hybrid and other species of wood	30,000	_____	_____
5	Mechanized unloading and stacking of Eucalyptus Hybrid and other species of wood	60,000	_____	_____
6	Feeding of chips to conveyors using loader	15,000	_____	_____

**Total Value per Annum**

\_\_\_\_\_

Please indicate whether the rates are inclusive or exclusive of **Service Tax**

\_\_\_\_\_

Note: The quantity requirements per annum are only indicative and may vary on either side. However, TNPL shall not give guarantee for any minimum quantity.

NAME :  
ADDRESS :  
Contact Phone No./ Mobile No.  
E-Mail ID:

SIGNATURE WITH DATE

**PROCESS COMPLIANCE STATEMENT**

Name of the Organization : \_\_\_\_\_

Following terms and conditions are deemed as accepted by us for participation in the above Tender.

We have accepted the Auction rules on participation at the Bid event. Award decision by TNPL would be final and binding on us.

- 1 We will not divulge either our Bids or those of other Bidders to any other external party.
- 2 We agree to non-disclosure of trade information regarding work, identify of TNPL, Bid process, Bid Technology, Bid documentation and Bid details.
- 3 Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
- 4 Based on the competitive quotes received, TNPL's decision will be final and binding on us.
- 5 Our participation in a bid event is by invitation from TNPL.
- 6 TNPL is not obliged to place the contract if the expected price of the lots or event is not met. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
- 7 We will call TNPL – Purchase Dept. and make a proxy bid if Internet connection is down. However, this has to be confirmed and endorsed by us using alternative communication such as Fax immediately (Fax No.04324–277368) and marked predominantly as "Reverse Auction" bid to the attention of Sr. Manager (Purchase) and the Fax transmission to be informed to TNPL over Phone. Time of receipt of Fax will be considered as receipt of Bid. No Fax shall be accepted if the same is received 10 minutes before closing of the auction. Fax to be addressed to Sr. Manager (Purchase).
- 8 Bids once made can not be withdrawn or modified under any circumstances.
- 9 TNPL can decide to extend, reschedule or cancel the auction.
- 10 Bids can not be increased. Subsequent bids from the same contractor need to be lower by atleast the minimum bid decrement from the lower bid.
- 11 We shall indemnify and hold TNPL, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.

- 12 TNPL or its employees or other representatives will not be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
- 13 TNPL does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of its control.
- 14 Validity: Tenderers should keep their bids valid for a period of 4 weeks from the date of closing of On-Line Auction (Reverse Auction). No Tenderer is permitted to withdraw their quoted rate within the validity period. In case of withdrawal of offer, EMD will be forfeited and TNPL may claim additional expenses if any incurred from the Tenderer due to withdrawal of offer by him.

We agree to have read, understand and agree to abide by this statement.

Organization : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Signature&Stamp/Seal: \_\_\_\_\_

Date & Place : \_\_\_\_\_

**ANNEXURE III**  
**TERMS AND CONDITIONS FOR DEPLOYMENT OF CONTRACT LABOUR**  
**FOR THE YEAR - 2010**

Contractor shall comply with the various Labour Statutes relating to employment of contract labour and pay wages and other allowances, as mentioned below:-

**1 REGISTRATION OF CONTRACT & CONTRACTOR'S LICENCE**

1.1 On receipt of the work order and before commencement of work, Contractor has to produce the following documents to Principal Employer to register his contract with Deputy Chief Inspector of Factories, Trichy jurisdiction :

- 1.1.1 Contractor's Details (Proprietor's name, His Father's name, Age/ Date of birth)
- 1.1.2 Form VI- A ( Notice of Commencement of work)
- 1.1.3 Indemnity Bond in Rs.20/- stamp paper.

1.2 If the contractor engages 20 or more personnel, he has to apply for contractor's licence to the Inspector of Factories, Karur. The contractor has to produce the following documents:

- 1.2.1 Form IV- Application for License ( 5 copies)
- 1.2.2 Form VII- In case of renewal of License (5 copies).
- 1.2.3 Along with the above forms, Security Deposit of Rs 100/- per head - remitted either by means of NSC or Treasury Challan in the following head: 8443 Civil Deposits (b) Deposits not bearing interest 116 deposit under various contract and state Acts - AB. Deposits under the Contract Labour (Regulation and Abolition) Rules.
- 1.2.4 License Fee – remitted through Treasury Challan in the head 0230-00- Labour and Employment – 104 fees realized under the Factories Act – AO – Fees under contract labour (D.P.CODE:0230-00-104-AO -0006).

**LICENCE FEE STRUCTURE**

No. of persons	Contract Licence (Rs.)
Upto 20	100.00
21 - 50	150.00
51 - 100	200.00
101 - 200	300.00
201 - 400	400.00
Above 400	500.00

Licence amendment fees Rs.50/-

Renewal fees – Initial - 100%

Surcharge – Initial – 50%

Duplicate licence fees – Rs.50/-

#### 1.2.5 Certificate by TNPL in Form V.

Without complying the above formalities at 1.1 and 1.2, contractor or his personnel will not be permitted to enter the work premises to execute the work.

- 2 **BASIC WAGE:** Following basic wages are payable to the personnel engaged by the contractor:

Nature of work	Category	Basic / day (As on 01.09.2009) Rs. P.	Special Pay / Month Rs. P.
Unloading, Stacking, Collection and Feeding of Eucalyptus and other species of wood 2010-11	Driver (6)	138.70	981.00
	Male Helper (7)	128.34	908.00

#### 3 **DEARNNESS ALLOWANCE** (Includes FDA AND VDA)

3.1.1 FDA : Rs 1,031.70 per month.

3.1.2 VDA : In addition to amount payable at " 3.1.1 " above, VDA is payable at the rate of Rs. 1.60 per point increase above 2,590 points in All India Consumer Price Index (Base 1960 = 100). For the quarter ending June 2010, VDA is Rs 1966.40 per month at 3819 points. Any increase or decrease above 3819 points will be borne by TNPL / recovered from the Tenderer.

**Any increase / decrease of VDA amount will be paid / deducted after completion of the contract (i.e.) at the time of releasing Retention Money.**

#### 4 **ALLOWANCES / OTHER BENEFITS**

- 4.1 House Rent Allowance Rs 7/- per day of attendance.
- 4.2 Night Shift Allowance Rs 3/ per Night Shift.
- 4.3 Health Allowance Rs 2 per day of attendance
- 4.4 Funeral expense Rs 1,500/- to the dependant of the deceased in the event of death of a contract workman, while in service.
- 4.5 Family Planning incentive Rs 1,500/- + 7 days special leave with wages.
- 4.6 one quire small size note books + Four (4) one quire long size note books to be distributed through Contractors' Association at 50% of market rate.

- 4.7 Male contract labour are to be provided with one pair of safety shoes plus 2 pairs of socks worth Rs.600/- and Female contract labour are to be provided with Rs.400/- for purchase of chappals on their own.
- 4.8 Whenever, contract workmen engaged by the Tenderer are required to be deputed to other places, TNPL shall reimburse the Tenderer such expenses at rates determined by the company. Tenderer has to submit invoice duly certified by the Head of the Department of the User Department. Tenderer shall also provide advance, as and when required, for the contract labour thus deputed for outstation works.

## 5 OVERTIME WAGES

Double the rate of Basic + Special Pay + DA (HRA, PF etc., shall not be considered).

- 6 **EPF/EPS:** Contractor is required to remit EPF / EPS dues in SBI, Karur through Challan for his employees at the rate of 25.105% of B0asic + Special Pay + DA (12% recovered from his contract labour, 12% by Tenderer and 1.1% Administrative Charges and 0.005% Inspection charges) to Regional Provident Fund Commissioner, Trichy under the existing Sub code TN 22238/B on or before 14<sup>th</sup> of every succeeding month and submit proof of EPF/EPS remittance on or before 15<sup>th</sup> of the same month along with copies of required returns viz: Form 5, Form 10, Form 12 A and Challan copy for the remittance of PF in time to RPFC, Trichy. (Addition of any workman in Form 5, Deletion of any workman in Form 10, Challan particulars / Remittance break ups in Form 12A). Apart from the above, the Tenderer is required to submit annual returns to RPFC, Trichy.

Form 6 A (Annual PF /EPS Contribution Statement),  
Form 3 A (Individual PF/EPS Contribution card).

- ◆ No reimbursement for EPF / EPS remittances.

## EMPLOYEES DEPOSIT LINKED INSURANCE (EDLI) :

TNPL Contractor's Association has an Employees Deposit Linked Insurance (EDLI) Policy with LIC of India, Thanjavur.

Premium amount payable towards EDLI is initially borne by TNPL through TNPL Contractor's Association.

Premium amount payable towards EDLI for contract labour engaged by the Contractor will be deducted from him in one instalment.

In addition to the above, difference between premium amount deducted and the actual EDLI portion in the wage bills will be deducted from the Contractor.

## PF Loan Recovery:

Contractor should remit PF loan recovery amount recovered from the contract labour along with remittance of EPF/EPS and other allied dues on or before 14<sup>th</sup> of every succeeding month. Penalty 25% (Loan Recovery) will be recovered from defaulter.

## 7. ANNUAL INCREASE

Rs 25/- per month effective from 1<sup>st</sup> September every year.

## 8. WAGES

- 8.1 Wages have to be paid for the actual days worked
- 8.2 Wage Slip pertaining to individual contract labour should be given one day prior to the date of payment.
- 8.3 Tenderer should disburse wages on or before 10<sup>th</sup> of every month by crediting it to the Savings Bank Account of the contract workers with SBI / IOB Bank (s).
- 8.4 In proof of wages effected, Tenderer should produce Bill copy, Wage Acquittance to HR department every month.
- 8.5 Regular and timely payment of wages must be ensured by the Tenderer.

## 9. LEAVE WITH WAGES

- 9.1 Two (2) days leave for every 30 days of work performed (Basic, Special Pay, DA, Annual Increase and HRA are to be taken into account). Leave eligible condition will be as per Factories Act, subject to maximum of 20 days per annum.
- 9.2 Factory observes 9 closed holidays – (4 National and 5 Festival Holidays). For every National / Festival Holiday, the worker will be paid one day's wage. If he is deployed on a FH / NH, then one day's additional wage has to be paid. Leave wages and other allied dues will attract PF/EPS.

In addition to 9 declared holidays, if the State / Central Govt. declare any other day as Public holiday with wages, contractor is liable to pay double wages for contract labour deployed on that day and a single wage to those who have availed leave after seeking necessary clarification from TNPL.

## 10. BONUS

Annual Bonus paid for the year 2008-09 was Rs 5,675/- per person, which has to be taken into account, while quoting the rates.

**If on account of a person not putting in full 240 days of attendance to be eligible for full Bonus, then in such an event, there will not be any refund from the Bonus amount deducted from the bills.**

**Any increase above Rs.5,675/- will be reimbursed by TNPL after effecting Bonus to the Contract labour. It is the responsibility of the contractor to pay eligible Bonus to the eligible contract labour.**

## 11. INSURANCE

Following insurance policies were taken through TNPL Contractor's Association and the premium amount will be recovered from the contractor's bills in one instalment.

**I. Workman Compensation Insurance :**

Premium amount will be around Rs.2/- per head / day. (It will increase from 1.1.2010).

**II. Road Safety Package Insurance :**

Premium amount (per head / annum) : Rs.320 x No. of contract labour + Service tax.

Sum assured for Road Safety Package Insurance Policy :

Rs.1,00,000/- - Death cum accidental benefit

Rs.1,00,000/- - Hospitalization expenses.

**III. Annual Group Insurance :**

Premium amount (per head / annum) : Rs.400 x No. of contract labour + Service tax.

Sum Assured for Annual Group Insurance Policy :

a) For Natural Death : Rs. 40,000/-

b) For Accidental Death : Rs. 80,000/-

**IV. Personal Accident Insurance :**

Premium amount (per head / annum) : Rs.12 x No. of contract labour + Service tax.

Sum assured for Personal Accident Insurance Policy : Rs.20,000/- per contract labour.

In case the Contract labour meet with an accident while on duty or outside the mill premises, it is the Contractor's sole responsibility to make arrangements for the medical treatment of contract labour in a good hospital and give treatment till the workers rejoins duty. Hospitalization expenses – Rs.1,00,000/- shall be claimed under Road Safety Package Insurance Policy). It is also the responsibility of the contractor to produce the required documents to Insurance authorities without any delay for getting such reimbursement from Insurance Companies. If the contractor fails to do so, the Hospitalisation expenses will be deducted from the contractor's bills and necessary arrangements will be made to remit the same to the hospital.

If any Road Accident occurred outside the factory, the contractor is liable to settle full Medical Expenses to his contractor labour as per eligibility.

**12. SAFETY**

The contractor shall comply with all safety rules and regulations. If the contract labour engaged by the contractor is found working without wearing necessary Personal protective equipment and without following safety rules and regulations prescribed for the Factory, a sum of Rs 5,000/- per violation will be deducted from the bills of the Tenderer.

In view of Safety and Security considerations of the Mill, Cell Phones are banned inside the Mill premises. If the contractor / Supervisor are found possessing cell phones shall be sent out of the Factory and the cell phones shall also be confiscated.

- 13.** Contractor / Contract representative should attend the monthly meeting convened by the company.

**14. MAINTENANCE OF REGISTERS / RECORDS**

Contractor shall maintain the following registers / records and produce it whenever Factory Inspectorate visit the factory for inspection.

Form XIII	-	Register of Workers employed
Form XIV	-	Employment card - to be issued to each contract labour within 3 days of the employment of workmen.
Form XV	-	Service Certificate - When a contract labour leaves from the service, a Service Certificate to be issued to him.
Form XVI	-	Muster Roll
Form XVII	-	Register of Wages
Form XVIII	-	Register of Wages cum Muster Roll
Form XIX	-	Wage Slip
Form XX	-	Register of Deductions for damages or loss
Form XXI	-	Register of Fines
Form XXII	-	Register of Advances
Form XXIII	-	Register of Overtime
Form XXIV	-	Half yearly return – to be submitted within 30 days from the close of the half year.

Contractor is required to display a notice showing the rate of wages, hours of work, wage period, date of payment of wages, names and addresses of the Inspectors and date of payment of unpaid wages in the local language understood by the majority of the workmen.

**15. RETENTION MONEY / SECURITY DEPOSIT:**

Tenderer is required to submit the following documents pertaining to his contract period for settlement of Retention Money / Security Deposit:

- a) Attendance Register
- b) Payment of Wages Register (Wages Acquittance)
- c) Payment of Bonus / Festival Advance Acquittance
- d) Proof for the disbursement of Note Books, Issuance of Shoes and other issues made in contract period.
- f) Proof for the submission of following documents at RPFC, Trichy along with copies of Form No.3-A, Form No.9, Form No.5, Form No.2, Form No.6-A, Form No.10, Form No.12—A
- g) PF/EPS dues remitted original challans for every month for the contract period
- h) Form-23 – Annual Accounts Slips to be obtained from RPFC, Trichy upto last financial year
- I) Indemnify Bond in Rs 100/- stamp paper duly attested by Notary Public to comply with all the statutory dues / payments etc., to his contract workers.

## 16. SCHOOL FEES

School Fees for the wards of contract workers will be deducted from Contractor's monthly bills. In turn, Tenderer shall recover that amount from the subsequent month's wages of respective contract workers.

### **MINIMUM WAGES CONTRACT LABOUR :**

## 17. BASIC WAGE :

Tenderer should disburse wages to their contract labour as detailed below:

S.No.	Category	Wage / day (Rs.)	Remarks
1	Helper	116.00	DA will be enhanced in April 2011. Approximate increase will be Rs.10/- to Rs.20/- per day.
2	Driver	207.50	

Tenderer should engaging adequate manpower to carryout the work.

## 18. PF / EPS

For minimum wages contract labour, contractor is required to remit PF/EPS amount in SBI, Pugalur branch under TNPL Contractors' Association SBI A/C No. 30364392193 towards EPF/EPS for his workmen at the rate of 25.61% of minimum wages (12%

recovered from his contract labour, 12% by contractor and 1.61% Administrative and EDLI Inspection charges) enabling to remit the same to Regional Provident Fund Commissioner, Trichy under the existing Sub code. Remittance should be made on or before 14<sup>th</sup> of succeeding month and proof of EPF/EPS remittance amount to be submitted to HR department on or before 15<sup>th</sup> of the same month.

- 19 In order to keep cleaner working environment and minimize the loss of resources and pollution during handling, the contractor shall follow the required procedures.

## **20. PENALTY**

If the Contractor distributes subsidized food items from TNPL Industrial Canteen to "Outsiders / Lorry Drivers / Cleaners / Not on Roll Contract workers / Visitors", a sum of Rs 5,000/- per occasion will be deducted from the bills of the Contractor.

If the Contractor fails to comply the above clauses from 1 to 10, 18 & 20 within the stipulated days, TNPL has the right to deduct 5% of the deviated amount payable as penalty besides deducting the amount from the bills of the contractor.

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*Appendix I*

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT  
(To be executed on Non Judicial Stamped Paper)

To

Tamil Nadu Newsprint and Papers Limited  
Kagithapuram 639 136, Karur Dt.

Dear Sirs,

In consideration of your having agreed to accept "Bank Guarantee" as and by way of Earnest money from M/s. \_\_\_\_\_ (herein after referred to as 'Tenderer') in respect of the Tender being submitted by them for the work of \_\_\_\_\_ for Tamil Nadu Newsprint and Papers Limited at Kagithapuram, in Karur District of Tamil Nadu.

We, the \_\_\_\_\_ having our registered office at \_\_\_\_\_ and a branch at \_\_\_\_\_ hereby irrevocably agree, undertake and guarantee to pay you the sum of Rs. \_\_\_\_\_ /- (Rupees.....) being the amount of earnest money immediately upon demand by you and without raising any question whatsoever regarding your contractual relationship with the Tenderer or your entitlement to the claim of the Earnest money and without protest or demur provided always that our liability shall cease on the happening of the following condition.

If the Tender submitted by the Tenderer is accepted by you for the faithful performance of the said work and on the Tenderer depositing the requisite security or furnishing a fresh bank guarantee in lieu thereof.

We hereby agree that your decision with regard to the amount of this guarantee having become payable by reason of any breach on the part of the Tenderer or otherwise shall be final and binding on us and we expressly waive hereby all our rights as Guarantors conferred on us by the law of contract or any other statutory enactment on the subject.

Provided further it is agreed that our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_ and shall remain in force for four months from the date of issue.

We hereby certify that the person (s) who sign this guarantee on behalf of the bank, has the power to sign the same and bind the bank.

We hereby undertake not to revoke this guarantee during its currency including the extended period, if any, except with your previous consent in writing.

The Guarantee herein contained shall not be determined or affected by any change in the Constitution of the Guarantor i.e. the Bank and/or your Company and/or the Tenderer.

Yours faithfully