



हिन्दुस्तान न्यूज़प्रिंट

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

**TENDER DOCUMENT**

**(TWO PART OPEN TENDER)**

Name of work : Handling of Waste Paper in De-Inking Plant

Tender No : HNL/ENGG/EMCC/09/1821/T- 1455

**PART -1**

- Part A : Detailed Tender Notice
- Part B : Tender Condition ,General Terms & Conditions
- Part C : Special Conditions , Scope of Work ,Special Conditions of Contract, Proforma for Agreement & Bank guarantee

**PART-II**

- Part D : Schedule of work

PART -A

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

NOTICE INVITING TENDER

(TWO PART OPEN TENDER)

HNL/EMCC/09/1821/T- 1455

21.06.2010

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

Tender No	Name of work	PAC Rs. in Lakh	EMD in lakhs	Due date & time of tender submission
HNL/EMCC/09/1821/T- 1455	Waste paper handling in De Inking Plant for 3 years (2010-2013)	164.04	3.28	16.07.2010 11.00Hrs.

Period of Contract: 3 Years.

How to obtain Tender Documents:

- a) From Finance – Cash Section of HNL on payment of Rs. 500/- (inclusive of ST) during working hours up to 16.07.2010
- b) Tender Documents can also be down-loaded from our web site [www.hnlonline.com](http://www.hnlonline.com) which will be available up to 16.07.2010 and the same can be used for submission of bids. In such cases a DD/Pay order of Rs. 500/- drawn in favour of Hindustan Newsprint Ltd from any Nationalized Bank/Scheduled Commercial Bank payable at Mevelloor/Newsprint nagar/Ernakulam/Kottayam 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 drawn on any Nationalized / Scheduled Commercial bank payable at

Mevelloor/Newsprint nagar/Ernakulam/Kottayam, 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 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 by demand draft / pay order /BG drawn on any nationalised Bank/ scheduled Commercial bank at Mevelloor / Newsprint nagar/ Ernakulam /Kottayam in favour of HNL.
- e. Details of working experience of the tenderer as required in Appendix-I along with Copies of the partnership deed/Memorandum/Articles of association/Annual Accounts audited. Copies of W.Os and completion certificate etc.
- f. Details of relatives working in Hindustan Newsprint Limited/ Hindustan Paper Corporation Ltd. as required in Appendix :II

#### Pre-qualification Criteria

1. (a).Tenderers should have successfully completed at least One labour oriented work in handling materials using forklift/loader/truck etc not less than 80% of the annual PAC (54.68 lakhs) during any of the preceding 7 years from 31.05.2010  
OR  
(b). Tenderers should have successfully completed two labour oriented work each in handling materials using forklift/loader/truck etc not less than 50% of the annual PAC (54.68 lakhs) during any of the preceding 7 years from 31.05.2010

OR

(c).Tenderers should have successfully completed three labour oriented work each in handling materials using forklift/loader /truck etc not less than 40% of the annual PAC (54.68 lakh) during any of the preceding 7 years from 31.05.2010

2. The annual turnover of the Tenderer, during at least one of the preceding 5 years , ending 31<sup>st</sup> March 2010 should not be less than 50% of the annual PAC (Rs.54.68 lakhs)
3. The tenderer should own required material handling equipments forklift, loader and truck or should be able to mobilize the same by hire .Should submit documentary proof of ownership or confirmation letters from hiring agencies for sparing the MH equipments.

Documentary evidence for PQ criteria must be enclosed

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

#### Part II (Price bid)

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

#### Submission of Bid

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

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

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

Price bid of the tenderers who are not pre-qualified shall be returned along with the EMD. The tenderers qualified vide this tender may be considered for similar work in future also.

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

Sr.Manager (EMCC)

Part B

TENDER CONDITIONS

1. Tenders not received in time or incomplete in any respect, as well as conditional tenders are liable to be summarily rejected.
2. The decision of Hindustan Newsprint Limited (“Company” for brevity) regarding the adequacy of experience, financial stability and other infrastructure requirement for carrying out the work within the prescribed period shall be final and binding on the tenderers.
3. No tender can be withdrawn after it is submitted. The tenderers will remain bound by the offer till the tenders are accepted/rejected by the company.
4. The tender shall be signed by the tenderer himself or by his authorized agent. In the latter case, a certified copy of the power of attorney under which the said agent is authorized should also be filed. In the case of a firm, all the partners of or such or any of them as are authorized under the deed of partnership should sign. In case a co-operative society, the tenders should be signed by a person duly authorized by its general body.
5. No page of the tender documents shall be removed or altered and the whole set of tender documents given must be submitted after being duly filled in and signed. Failure to comply with these instruction may result in rejection of the tender.
6. The tenderer shall quote rates both in figures as well as in words and in case the tenderer has quoted two different rates in words and in figures, the lower of the two will be considered valid and binding on the tenderer. All corrections and alterations made in the entries, by the tenderer, must be attested with his/their full signature and date. Erasures and over-writings are not permissible and may disqualify the tenderer.
7. The tender submitted by the tenderers shall remain valid for acceptance for a period of 3 months from the date of opening of part-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. Accepting authority for the purpose of this contract shall be the Managing Director/Executive Director/Chief Executive, Hindustan Newsprint Limited, Newsprint Nagar P.O, Kottayam District or any officer authorized by him.
10. The acceptance of the tender will vest with the accepting authority who does not bind himself to accept the lowest tender and reserves the right to reject all or any of the tenders without assigning any reason, whatsoever.
11. Company reserves the right to distribute the work between more than one contractor. The tenderer may not be awarded the full work and the work may be split up item-wise or otherwise entirely at the discretion of the Company. The tenderer should specifically state so, in case he is unwilling to accept a part of the work.
12. The EMD of the unsuccessful tenderer will be refunded within a reasonable period of time. EMD will not carry any interest. The lowest tenderer will be deemed to be the successful tenderer. If the successful tenderer fails to accept the work order or fails to commence the work as stipulated in the work order, the EMD deposited by him shall be forfeited.
13. The company will not be bound to give any explanation or assign any reason for accepting or rejecting any tender. The company also reserves the right to further negotiate with all or any of the tenderers with regards to the rates and terms. However in the normal course, the company will not hold any negotiation with tenderers other than the lowest.

14. The successful tenderer, whose tender is accepted, will be intimated regarding the acceptance of his tender by a work order, issued by a registered letter bearing the address mentioned in the tender. Within ten days of the issue of such intimation, the tenderer should execute on a proper non-judicial stamp paper, to be supplied at his cost by him, an agreement in terms of the standard agreement form. If the contractor fails to execute the agreement and start the work within the said period of ten days or within such further period as the company may allow, the EMD furnished by the tenderer shall stand forfeited and the acceptance of his tender shall be considered as withdrawn.

15. The tenderer will be deemed to have studied all the conditions of the tender, conditions of contract and terms of the agreement as contained in the draft agreement and also will be deemed to have studied the state of things in respect of the work, before submitting the tender. The act of tendering shall be deemed to be a complete and unreserved acceptance of the clauses of the tender, contract, work order and draft agreement.

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

Sr. Manager (EMCC)

Tenderer



## 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) EIC: Means the Engineer 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 Engineer'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 EIC 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 EIC and if rejected for any reason by the EIC 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 EIC. Materials, tools and equipments brought to the company's premises shall not be removed without the written consent of the EIC 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 EIC who shall determine the quality acceptability and fitness of the work. The decision of the EIC in this regard shall be final and binding on the contractor.

X111 Objection to Contractor's Employees: The EIC 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 EIC 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 EIC. Any person so removed shall be replaced as soon as possible by a competent substitute approved by the EIC 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 EIC 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 EIC/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 EIC, and the contractor and/or his authorised representative. Such measurements shall be recorded by the EIC and the contractor or his authorised representative shall

sign the measurement book in token of acceptance of the measurements taken.

XV111 Local and other authorities notices and fees: Contractor shall comply with and give notices required by any Act or by any regulations or bye-laws of any local or other public authorities who have any jurisdiction with regard to the contract work and shall pay and indemnify the company against any fees or charges legally demandable under such Act, Regulation Bye-law in respect of the work.

XIX “EMD and Security deposit”: Earnest money deposited by the contractor with his tender will be retained by the company as part of security deposit and shall be released along with the final bill. The contractor shall permit the company at the time of making payment to him for work done under contract to deduct 10% of the value as security deposit. The 50% of accumulated security deposit will be released along with final bills and balance on successful expiry of the maintenance period specified in the tender. No interest will be payable on the Security Deposit. However when the security deposit reaches a limit of Rs. 1 lakh (Rupees One Lakh) the contractor if he so desires may convert it into a Bank Guarantee valid till the expiry of the guarantee period. The company shall have right and power to deduct and appropriate from the security deposit any amount due and payable by the contractor to the company under the contract. The amount by which the security deposit is reduced by such appropriation shall be made good by the contractor forthwith.

XX Employment Liability: The contractor shall be solely and exclusively responsible for engaging adequate number of skilled, semi-skilled and unskilled labourers for the execution and timely completion of works and also to pay their wages and other benefits as per applicable labour laws, binding settlements and to comply with the provisions of the said laws. The contractor understands and recognizes that the company has absolutely no liability whatsoever concerning the employees engaged by the contractor including payment of their wages and other benefits as per applicable labour laws.

XXI Compliance to Rules for Employment of Labour: The contractor shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of persons in the execution of the work under the contract and shall take all necessary precautions to ensure and preserve the health and safety of all persons employed by him in the execution of work.

XXII Labour Laws: In respect of all labourers directly or indirectly employed in the works the contractor shall comply with all

legislation and rules, regulations, notifications, directions of the state/central government or local authority framed from time to time governing in particular payment of wages compensation, welfare safety etc. All laws notifications, directions and other statutory obligations with regard to minimum wages, welfare and safety measures, maintenance of registers, hours of work on national and festival holidays will be deemed to be part of the contract. The contractor will be fully responsible and liable to pay the wages and other benefits to the employees employed by him in the execution of the work and also to settle all disputes relating to payment of wages and other amenities and service conditions of the workers employed by him in the work.

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

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

XXIV. "Maintenance of work" : The contractor shall at all times during the progress and continuance of work and for the period of maintenance specified, after that the date of certification of completion by EIC 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 EIC 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 Engineer'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 necessary and propriety or such expenditure shall be final and conclusive.

The contractor shall however has 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 EIC 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 cures/ 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 Engineer or by any cause which the Engineer 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 EIC.

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 Engineer 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 Engineer 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 EIC.

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.

Tenderer

Sr.Manager (EMCC)

## PART - C

Hindustan Newsprint Limited  
(A Govt. of India Enterprises)

### SPECIAL CONDITIONS

- 1 The contractor has to 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.
- 2 The contractor should carry out the work in all 3 shifts (A,B & C shifts). If the contractor fails to carry out the work as per company's requirement, then alternate arrangements will be made at the risk and cost of the contractor.
- 3 The quantity to be handled during the contract period may vary depending on the production programme of the company and the contractor will have no claim for escalation in rate or otherwise on this accounts
- 4 The contractor shall maintain true, correct and detailed account of all wok 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.
- 5 The contractor can submit his bills every 15 days and payment will be released within 10 days.
- 6 If at any time the work is found to be incomplete or unsatisfactory, pro rata payment will be effected for the completed work. Balance payment will be released on satisfactory completion of the work.
- 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.6,00,000 (Rupees Six lakh ). The amount of EMD will also form part of the security deposit. When the security deposit

exceeds Rs. 1Lakh (Rupees one lakh), the contractor, if he so desires, may convert it into a bank guarantee, valid till the expiry of the maintenance period. The security deposit will not carry interest. The company shall have the right to deduct and appropriate from the SD any amount due and payable by the contractor to the company under the contract.

- 9 On successful completion of the contract, the security deposit will be refunded to the contractor on the expiry of the maintenance period.
- 10 The contractor shall be responsible for the safety of the electrical fittings, fire hydrant fittings and other company's equipments coming in his operational area.
- 11 No claim will be entertained towards idle time of the contractor's men, vehicles etc. for any reason whatsoever.
- 12 The contract is for a period of 3years 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.
- 13 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.12, 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.
- 14 If any amount is due to the company from the contractor and/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 SD of the contractor, and pay him the balance amount due.
- 15 The contractor has to maintain muster roll register and wage register and produce the same for verification to the authorised

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.

16. 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 and all taxes including service taxes, other levies and cost of all items, tools, machinery, etc required for proper execution of the work.
17. The rate specified in the work order shall be fixed and firm till the completion of the entire work as per contract (except for any specific condition contained in the tender document) and no claim for enhancement/escalation on any ground whatsoever will be entertained and considered.
18. The contractor shall not assign or transfer or sub-contract to any, this contract wholly or in part, thereof.
19. The contractor should comply with all labour regulations prevailing in the State of Kerala and Govt. of India.
20. The contractor has to apply and obtain necessary license as of now from ALC( C ), Trivandrum, as per Contract Labour(Regulation and Abolition)Act, 1970 and rules made there under within one month of award of contract. The contractor has to strictly adhere to the various provisions of the said Act including provision for labour canteen.
21. 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.

22. The company is entitled to recover P.F and family pension dues, EDLI/Group Insurance premium from the bills of the contractors (Both employer's and employees share). However, the contractors may recover from the employee's wages, the employee's share of P.F amount dues. In case any contractor has made his own arrangement for recovery and remittance of P.F and Family Pension dues, or is otherwise exempted from the P.F 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 P.F or is otherwise exempted from the application of P.F Act, will be final.
23. 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.
24. 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 or very 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.
25. 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 authority or any other reason whatsoever.
26. The company shall not be liable for any delay or failure to carry out this agreement in all or part by reason of force majeure, I e, act of God, War, insurrection, riot, civil, commotion, strike, lock-out, earthquake, storm, flood, lightening, explosion, fire or any other

event or happening which the company could not reasonably prevent or control.

27. This contract is for a period is 3 years. The contractor's quoted rate/agreed rate will remain firm during this period. 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.
28. HNL desires that the Material Handling work as per the tender is executed by deploying suitable modern material handling equipments for efficient and cost effective operations. The contractor may be required to deploy fork lifts, loader, mobile crane, vehicles etc. for executing the work. The contractor may arrange minimum number of labourers for carrying out the work satisfactorily. The contractor should also engage supervisors competent enough to supervise the work. The names of supervisors and labourers must be furnished to the Plant in-charge and necessary passes must be obtained well in advance.
29. Transportation of goods should be done in a safe and controlled manner, displaying the safety data sheets, wherever applicable.
30. The MH Equipments & vehicle used for handling of materials should have valid PUC (pollution under control) certificate, as provided in the relevant rules, which should be shown to the company representative, whenever required.
31. The court of jurisdiction in case disputes, difference or claims arise between the parties shall be the court within whose jurisdiction the contract/purchase Order/Work Order is signed.

Sr.Manager (EMCC)

Tenderer

SCOPE OF WORK  
Waste Paper Handling at De-inking Plant

1. The work involves receipt of trucks as well as trailers mounted with containers loaded with waste paper of imported as well as indigenous origin of various grades. The containers have to be de-stuffed using forklifts or any other suitable MH equipment within the free time allowed. Indigenous waste paper is received in trucks mostly in bundles.
2. The de-stuffed materials from containers have to be stacked in the DIP godown. The indigenous material also will have to be unloaded and stacked in the DIP godown/other godowns. Minimum 15 % of indigenous materials received shall be directly fed to the slat conveyor of the plant. It may also be necessary to unload/stack materials in other storage godowns located inside the mill when space is not available in the DIP godown. This is to be subsequently shifted and fed to the conveyor in De-inking Plant.
3. The essence of the work is to ensure feeding of about 4 MT waste paper (One batch) to the slat conveyor in every 15-20 minutes in the required proportion of different grades continuously with a gap of about 3 minutes for every batch. Normally the bales/bundles can be fed to the slat conveyor as such and strapping can be removed on the conveyor itself. However, it may also be required to feed the material after removing the strappings, and other materials like stones, Kraft paper, metal pieces, bottles, wooden pieces, plastic pieces etc.
4. MH Equipments such as forklifts (Triple mast type for operation inside containers) loaders, trucks/tractors, tippers with operators shall be arranged by the contractors in his scope. The work will be round-the-clock in A,B and C shifts. The contractor has to ensure continuous availability of material handling equipments, allowing for its preventive/ breakdown maintenance for trouble-free handling/feeding of waste paper to the plant. A mobilization period of 10 days is allowed for organizing men and material for the work. Contractor shall arrange necessary standby equipments for this purpose. The material handling equipments should have Pollution Control Test certificates.
5. The bale strapping and other foreign materials shall have to be collected and kept at the designated area/scrap yard. The foreign materials and other waste material separated from the waste paper

from the conveyor also have to be placed in the allotted area. The operating area/ storage area and conveyor pit shall be kept neat and tidy by the contractor by collecting/sweeping the spillage every shift.

6. The trucks/trailers received at site shall be released within reasonable time. If the containers/trucks/trailers are not released within reasonable time due to reasons attributable to the contractor detention/demurrage charges if any shall have to be borne by the contractor. If damage to the truck/tailors/containers are caused in the course of the operation by the contractor, such losses to be compensated by the contractor. The containers shall be cleaned properly after destuffing the cargo. If the containers are returned without proper cleaning, the cleaning charges claimed by the steamer agent, shall be recovered from the contractor.
7. HNL expects about 4000 MT - about 2500 MT indigenous and about 1500 MT imported waste paper to be handled every month. The contractor shall be required to make suitable arrangement for handling this quantity. These are indicative figures and HNL shall not be responsible for any variation in quantities and no claim for any compensation in this regard shall be entertained
8. The contractor or his authorised agent should report to the shift in charge/go-down-in-charge. Well before commencement of each shift for collecting information regarding the work requirement. The Contractor/his agent should be available at work spot round the clock.
9. The contractor shall report the arrival of loaded truck/trailer at the central stores./godown-in-charge, immediately after weighment, and assist in sample collection, if required. After unloading the trucks/trailers, tare weighment and net wt. of the material shall be noted and vehicles released through central stores/godown-in-charge.
10. The contractor shall be paid as per the actual net weight recorded at the company's weigh bridge/Plant weight meter.
11. Material normally fed into the system by first in first out method unless on specific instruction.
12. The contractor shall destuff containers/unload the trucks in such a way so as not to cause any hindrance to the traffic, drainage system, fire hydrants and other fittings/equipment of the company.



13. If any damage is caused to any of the equipment/container, trailer, trucks or materials by Contractor's workers, by his equipments/vehicles during the course of working such loss shall be recovered from him.
14. The contractor shall release the trucks/trailers within reasonable time after unloading. In case any demurrage/detention charge is suffered by the company due reasons attributed to the contractor, the same shall be recovered from him. The contractor shall record the arrival and departure time of the vehicle along with other details in the register provided.
15. The contractor shall return the container completely cleaned. If any claim on this account comes from the steam agents the same will be recovered from the contractor.
16. The material handling equipment being held for the activities should have pollution control test certificates and the same should be produced to our Estate Office and receipt obtained. Further the equipment being used should be properly maintained and free from oil/fuel leakage.
17. The contractor shall arrange to ensure availability of the required material handling equipment with operators, for uninterrupted and smooth operations of the De-inking Plant.
18. The contractor shall provide safety items such as uniforms, foot wears gloves, face mask etc. as required at specified intervals. It shall be the responsibility of the contractor to ensure that the work is carried out complying with the safety regulations and practices.
19. Stacking height of waste paper must be maintained as under for optimum utilization of storage space.
  - 19.1 Imported waste paper stacking height must be optimum possible based on size of bales.
  - 19.2 Indigenous waste paper stacking height must be minimum 5 (five) meters
20. Any damage caused to the properties of HNL by the contractor during the contract period will be recovered from the contractor.

21. The conveyor pit should be cleaned daily during conveyor stoppages. The conveyor sides and adjoining area till the feed conveyor discharge end at pulper shall be kept clean.
22. Any plant stoppage resulting from waste paper feeding delays attributable to the contractor shall be penalized.

Tenderer

Sr.Manager (EMCC)

## 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.
  
3.     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 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.

4. 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 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 iof 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 of 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 55 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 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)

## BIO-DATA OF BIDDER

1. Name of the Tenderer/Firm :

(In Block letters)

2. Permanent Address  
(Office Address) :

3. Correspondence Address :

4. Telephone No                      Office  
    Res .

5. Fax

6. E-mail

In case of an Individual :

- i. Name of business
- ii. Whether his business is registered
- iii. Date of Commencement of business
- iv. Whether he pays income tax over Rs. 10,000/- per year or not
- v. Details of works of similar magnitude carried out

In case of partnership

- i. Name of partner(s)
- ii. Whether the partnership is registered
- iii. Date of establishment of firm
- iv. If each of the partners of the firm pays income-tax over Rs. 10,000/- a year, if not which of them over Rs. 10,000/- a year
- v. Details of works of similar magnitude carried out.

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

## Proforma of Agreement

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

BETWEEN

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

AND

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

WHEREAS;

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

NOW THIS AGREEMENT witnesses as follows:

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

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

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

(Name)

WITNESSES

1.

2

WITNESSES

1.

2

PROFORMA OF BANK GUARANTEE TOWARDS EMD

Ref. No.....

Bank Guarantee No.....

Dated:.....

To

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

Dear Sirs,

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

4. This guarantee shall be irrevocable and shall remain in force upto .....which includes thirty days after the period of bid validity and any demand in respect thereof should reach the bank not later than the aforesaid date.
  
5. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures)..... (Indian Rupees (in words)..... only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee).....

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

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

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

WITNESS No. 1

.....  
 (Signature)  
  
 Full name and official address  
 (in legible letters)

Appendix :1

HINDUSTAN NEWSPRINT LIMITED

DETAILS OF EXPERIENCE

(TENDERER HAD TO FILL IN THE UNDER NOTED COLUMNS)

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

Tenderer

Appendix : II

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

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

Tenderer

Appendix III

List of Relations

1	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.

Sr.Manager(EMCC)

Tenderer :



Part - D

HINDUSTAN NEWSPRINT LIMITED

SCHEDULE OF WORK

REFERENCE: HANDLING OF WASTE PAPER IN DIP  
HNL/EMCC/09/1821/T.No.1455

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
1	SDIP001	53865	MT	.....	..... (..... (..... ..... .....) .....)

RECEIVING THE CONTAINERS OF IMPORTED WASTE PAPER OF ANY QUALITY, DE-STUFFING/UNLOADING UNITS OF AVERAGE WEIGHT OF ABOUT 700Kg. OR ANY OTHER WEIGHT FROM CONTAINERS USING SUITABLE MATERIAL HANDLING EQUIPMENTS, PUTTING TAGS IN EACH BALE WITH IDENTIFICATION DETAILS (IDENTIFICATION TAGS WILL BE SUPPLIED BY HNL) STACKING QUALITY WISE IN THE WASTE PAPER GODOWN OR ANY OTHER STORAGE AREA IN THE PLANT AT AN OPTIMUM HEIGHT POSSIBLE BASED ON SIZE OF BALES. THE WORK SHOULD BE EXECUTED AS DIRECTED BY THE OFFICER-IN-CHARGE. SUITABLE MATERIAL HANDLING EQUIPMENTS WITH OPERATORS TO BE ARRANGED BY THE CONTRACTOR IN HIS SCOPE.

2	SDIP002	59215	MT	.....	..... (..... (..... ..... .....) .....)
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RECEIVING THE TRUCKS/TRAILORS OF INDIGENOUS WASTE PAPER, BUNDLES OF AVERAGE WEIGHT OF 50Kg. OR ANY OTHER WEIGHT INCLUDING SMALL BUNDLES AS WELL AS LOOSE SHEETS AND UNLOADING MANUALLY OR USING SUITABLE MATERIAL HANDLING EQUIPMENTS, STACKING IN THE WASTE PAPER GODOWN OR ANY OTHER STORAGE AREA IN THE PLANT AT A MINIMUM HEIGHT OF 5MTRS. THE WORK SHOULD BE EXECUTED AS DIRECTED BY THE OFFICER-IN-CHARGE. SUITABLE MATERIAL HANDLING EQUIPMENTS WITH OPERATORS TO BE ARRANGED BY THE CONTRACTOR IN HIS SCOPE.

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
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3	SDIP003	12580	MT	.....	.....
				(.....	(.....
				.....	.....
				.....)	.....)

RECEIVING THE TRUCKS/TRAILORS, UNLOADING AND DIRECT FEEDING OF INDIGENOUS WASTE PAPER OF ANY QUALITY HAVING ABOUT 50Kg PER BUNDLE OR SMALLER BUNDLES AS WELL AS LOOSE SHEETS IN A SPECIFIED RATIO TO THE FEEDING CONVEYOR, CUTTING OF STRAPPING OF THE BUNDLE AT CONVEYOR, MANUAL PICKING OF MAJOR OUT THROWS SUCH AS BOTTLES, METAL PIECES, STONES, PLASTIC PIECES AND OTHER FOREIGN MATERIALS, FOUND WHILE FEEDING WHICH SHOULD BE COLLECTED AND PROPERLY KEPT IN THE AREA ALLOTTED. THE QUANTITY SHALL BE MINIMUM 15% OF TOTAL AMOUNT OF INDIGENOUS WASTE PAPER. THE SCOPE OF WORK INCLUDE MAINTAINING CLEANLINESS OF THE PLANT FLOOR WHILE HANDLING/FEEDING. THE WORK SHOULD BE EXECUTED AS DIRECTED BY THE OFFICER-IN-CHARGE. SUITABLE MATERIAL HANDLING EQUIPMENTS WITH OPERATORS TO BE ARRANGED BY THE CONTRACTOR IN HIS SCOPE

4	SDIP004	50190	MT	.....	.....
				(.....	(.....
				.....	.....
				.....)	.....)

DESTACKING AND FEEDING OF IMPORTED WASTE PAPER OF ANY QUALITY IN A SPECIFIED RATIO FROM DIP GODOWN TO THE FEEDING CONVEYOR, CUTTING OF BALE WIRES/STRAPPING AT CONVEYOR, MANUAL PICKING OF MAJOR OUT THROWS SUCH AS STONES, KRAFT PAPER, METAL PIECES, BOTTLES, WOODEN PIECES, PLASTIC PIECES AND OTHER FOREGIN MATERIAL, FOUND WHILE FEEDING AFTER LOOSENING THE COMPRESSED BALES. STRAPPINGS SHOULD BE COLLECTED AND PROPERLY KEPT IN THE AREA ALLOTTED AND CONVEYOR PITS. THE SCOPE OF WORK INCLUDES MAINTAINING CLEANLINESS OF THE PLANT FLOOR DURING HANDLING/FEEDING. THE WORK SHOULD BE EXECUTED AS DIRECTED BY THE OFFICER-IN-CHARGE. SUITABLE MATERIAL HANDLING EQUIPMENTS WITH OPERATORS TO BE ARRANGED BY THE CONTRACTOR IN HIS SCOPE.

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE	AMOUNT (In figures & In words)
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5	SDIP005	53865	MT	.....	.....
				(.....)	(.....)
				.....	.....
				.....)	.....)

DESTACKING AND FEEDING OF INDIGENOUS WASTE PAPER OF ANY QUALITY IN A SPECIFIED RATIO FROM DIP GODOWN TO THE FEEDING CONVEYOR, CUTTING OF BUNDLE WIRES/STRAPPINGS AT CONVEYOR, MANUAL PICKING OF MAJOR OUT THROWS SUCH AS STONES, BIG PLASTIC PIECES, BOTTLES, METAL PIECES AND OTHER FOREIGN MATERIAL, FOUND WHILE FEEDING. STRAPPINGS SHOULD BE COLLECTED AND PROPERLY KEPT IN THE AREA ALLOTTED. THE SCOPE OF WORK INCLUDE MAINTAINING CLEANLINESS OF THE PLANT FLOOR AND CONVEYOR PITS DURING HANDLING/FEEDING. THE WORK SHOULD BE EXECUTED AS DIRECTED BY THE OFFICER-IN-CHARGE. SUITABLE MATERIAL HANDLING EQUIPMENTS WITH OPERATORS TO BE ARRANGED BY THE CONTRACTOR IN HIS SCOPE.

6	SDIP006	9795	MT	.....	.....
				(.....)	(.....)
				.....	.....
				.....)	.....)

SHIFTING OF IMPORTED WASTEPAPER FROM OTHER GODOWN AT MILL SITE TO DE-INKING PLANT GODOWN AND UNLOADING AT DIP GODOWN AND FEEDING TO THE CONVEYOR USING TIPPERS/MATERIAL HANDLING EQUIPMENTS AS DIRECTED BY THE OFFICER-IN-CHARGE. SUITABLE MATERIAL HANDLING EQUIPMENTS WITH OPERATORS TO BE ARRANGED BY THE CONTRACTOR IN HIS SCOPE.

SL.NO	ITEM ITEM DESCRIPTION	QUANTITY	UNIT	UNIT RATE (In figures & In words)	AMOUNT
7	SDIP007	14470	MT	.....	.....
				(.....)	(.....)
				.....	.....
				.....)	.....)

SHIFTING OF INDIGENOUS WASTE PAPER FROM OTHER GODOWNS AT MILL SITE TO DIP GODOWN AND FEEDING TO CONVEYORS USING TIPPERS/MATERIAL HANDLING EQUIPMENTS AS DIRECTED BY THE OFFICER IN CHARGE. SUITABLE MATERIAL HANDLING EQUIPMENTS WITH OPERATORS TO BE ARRANGED BY THE CONTRACTOR IN HIS SCOPE.

TOTAL AMOUNT QUOTED (In figures & in words):

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

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

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

1. Name of the Bank (RTGS enabled) :  
and branch with address

2. Bank Account No. :

3. RTGS (IFSC) code of the Bank :

Signature :

COMPETENT AUTHORITY

Name & address of the contractor :  
(office seal)