

**TAMIL NADU NEWSPRINT AND PAPERS LIMITED, UNIT-II
MONDIPATTI, MANAPPARAI TK, TRICHY (DT) – 621 306
TECHNICAL OUTSOURCING DEPARTMENT**

RFQ No. 222323000565

DATE: 13/05/2022

Sub: **CARRYING OUT LINE WEEDING, PRUNING AND SAUCER FORMATION WORKS IN PLANTATION AREA AT TNPL UNIT – II, TRICHY.**

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

Envisaged period of contract shall be for **One (1) Year** from the date of award of contract.

The scope of work and other terms & conditions shall be as per Annexure – I & III.

Tender schedule will be in two parts viz., **NON – PRICE BID & BUDGETARY PRICE BID AND FIRM PRICE BID IN A SEALED COVER** in two separate envelopes, both to be submitted together.

FIRM PRICE BID should be submitted in a separate sealed cover (**Cover 'A'**) along with NON – PRICE BID & BUDGETARY PRICE BID in a separate cover (**Cover 'B'**). Please write clearly on the top of the cover for "FIRM PRICE BID and "NON-PRICE BID" with "BUDGETARY PRICE BID" both the covers containing FIRM PRICE BID (A) and NON PRICE BID with BUDGETERY PRICE BID (B) are to be put in one sealed cover (**Cover 'C'**) superscripting the tender No. and due date and addressed to Technical Outsourcing Dept., Tamil Nadu Newsprint and Papers Limited, Mondipatti, Trichy Dt – 621 306.

CONDITIONS TO THE TENDERER TO QUALIFY FOR PARTICIPATING IN REVERSE AUCTION:

The tenderer shall submit the following as the proof in Non-Price Bid

Copies of documentary evidence towards experience in carrying out labour oriented works in Plantation area/Horticulture works/Forest management, manual handling of materials, manual/mechanized feeding of materials, manual packing of materials, operation and maintenance of equipments and machineries or installation of plant and machinery by engaging skilled and unskilled workmen in any Industry or Govt. establishment and carried out works for a value not less than ₹4.5 lakh within a period of Twelve (12) continuous months between 01/05/2017 and 30/04/2022.

The following documentary proof for the experience must be enclosed along with the Non – Price Bid and Budgetary Price Bid.

- Copies of Orders / Contracts/ Agreements
- Copies of Bills / Invoices
- Evidence of Payment received (i.e. Payment Vouchers, RTGS Payment details in case of payment through Bank etc.)
- Copies of IT return submitted for the past Three (3) Assessment Years.
- Earnest Money Deposit (EMD) for a value of **₹68,000/-** in the form of Demand Draft in favour of "TAMIL NADU NEWSPRINT AND PAPERS LIMITED" drawn on any of the Nationalized Banks, payable at TRICHY.

Tenderers who have downloaded tender document through TNPL website should submit a non-refundable tender fee by way of separate DD for Rs.590/- drawn in favour of "TAMIL NADU NEWSPRINT AND PAPERS LIMITED" payable at Trichy in the Non-Price Bid failing which tender will not be considered.

- Budgetary Price Bid (Annexure – II A) in a separate cover.
- Firm Price Bid (Annexure – II B) in a separate sealed cover.
- In the absence of any one of the documents indicated above, the tender shall be rejected summarily without assigning any reasons whatsoever.

Note: Tender received not complying with the above qualifying conditions will be rejected and will not be eligible for participating in E – auction (Reverse Auction).
- Once tender is submitted, tenderer cannot withdraw. Incase tenderer withdraws from tender on any day for any reason after submitting the tender EMD submitted shall be forfeited without any prejudice.
- No information relating to this tender shall be released by the bidder or their employees / agencies whomsoever for publication, advertising or any other purpose without the prior written approval of TNPL.
- Tenderer shall submit budgetary quote with individual item rate and total value of the tender. Reverse Auction will be conducted only with the total value of tender for which "Opening Value of Tender" and "Minimum Bid Decrement Value" will be decided by TNPL.
- After submitting the tender, tenderer will not be permitted to make changes to the unit rate for individual items indicated in their budgetary quote. Unit rates indicated by bidders in their Firm Price Bid will be taken as reference to apply percentage variation (based on total value of tender) for individual item rates of the L1 Bidder emerged through Reverse Auction.
- Both NON-PRICE BID and BUDGETARY PRICE BID shall not be opened in the presence of tenderer's representatives. TNPL shall follow E-auction (Reverse Auction). Only those who qualify in Non – price Bid and also submitted Budgetary Price Bid & Firm Price Bid will be considered for Reverse Auction. Method and period of Reverse Auction will be communicated in advance to the qualified bidders to facilitate them to participate in Reverse Auction. TNPL will not be responsible for postal or any other delay and reserves the right to reject any or all the tenderers at its own discretion.
- Opening value of tender, Minimum Bid Decrement Value, Date of Auction and Time of auction will be informed to the qualified Bidder for participating in Reverse Auction. Qualified Bidder may log on to our Website (www.tnpltenders.com) and participate in the Reverse Auction. In case of any problem, please contact M (TOS) at 04332-265117.
- After "Reverse Auction", the "Firm Price Bid" of the qualified bidders shall be opened in the presence of interested bidders / their authorized representatives. The lowest of the two, viz., "Reverse Auction" and "Sealed Firm Price Bid" only will be considered for further action towards award of the contract. In this regard, TNPL's decision shall be final and binding.
- Tenderers who had worked for TNPL and whose performance was bad / unsatisfactory / blacklisted within Three (3) years will not be considered.

- The offers of tenderers who do not satisfy the terms and conditions are liable for rejection and in such case, the EMD submitted if any, shall be returned, interest free, to the unsuccessful tenderers.
- TNPL will not entertain any request for adjusting the EMD from the tenderer's due / running bills or from the EMD / Security deposit of any other tender participated by the tenderer.
- Successful tenderer, on issue of order shall pay a further security deposit of ₹45,000/- in the form of Demand Draft drawn in favour of Tami Nadu Newsprint and Papers Limited, Mondipatti payable at Trichy. The Security deposit shall not bear any interest and will be returned to the successful tenderer only on satisfactory compliance of contract.
- EMD shall be returned, interest free, to the unsuccessful tenderers within Three Months from the date of opening of Non-Price Bid & Budgetary Price Bid.
- TNPL reserves the right to
 - Spilt 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 thereof.
 - 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 TNPL Unit – II, Mondipatti and contact concerned Engineer/Officer – 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 NON-PRICE BID (Annexure – I A), BUDGETARY PRICE BID (Annexure – II A) and "FIRM PRICE BID" (Annexure – II B) in a sealed cover is deemed for submission in the Technical Outsourcing Dept., TNPL Unit – II, Mondipatti, Manapparai (TK), Trichy (DT) Not later than **3.00 PM of 21/06/2022**.

for **TAMIL NADU NEWSPRINT AND PAPERS LIMITED**

ASSISTANT GENERAL MANAGER (TOS)

Encl.: a.a.

ANNEXURE I

CARRYING OUT LINE WEEDING, PRUNING AND SAUCER FORMATION WORKS IN PLANTATION AREA AT TNPL UNIT – II, TRICHY.

1 SCOPE OF WORK

- The scope work shall be Planting, Watering, Soil work, Line Weeding, Pruning of Green belt trees, Saucer formation, replacement of casuality and other maintenance activities in plantation area at TNPL Unit – II, Trichy as per the instructions and directions of the officer-in-charge.
- Contractor shall provide minimum 26 unskilled labour per day @ 26 days / month.
- The contractor has to provide required garden tools such as spade, hand hoe, iron pan, etc.

2 RATE

Tenderer shall quote the rates for carrying out the subject work in the Proforma enclosed as Annexure II-A & II-B. The rates offered shall be firm & fixed during the tenure of the contract.

3 VALIDITY

The rates quoted should be valid for a minimum of 120 days for acceptance from due date. During the validity period, tenderer is not permitted to make any upward revision in the rates.

4 PAYMENT TERMS

Tenderer shall raise bills **Once in a Month** and payment shall be effected as follows thro' RTGS.

- 90% of the certified bill value shall be released within 15 days from the date of preparation of bill certification / service receipt.
- 10% shall be withheld as retention money and released on satisfactory completion of the contract.

5 CONTRACT PERIOD

The contract shall be valid for a period of **One (1) Year** from the date of award of contract. However, the period may be extended on the existing terms and conditions, if mutually agreed.

TNPL reserves the right to short close the contract at its own discretion without any prejudice giving a notice of 15 days.

6 OTHER TERMS & CONDITIONS

- 6.1 Tenderer shall quote the rates after thoroughly assessing the quantum/nature of work. The rate quoted shall remain firm and 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.

- 6.2 The lowest among the "Reverse Auction" and "Sealed Firm Price Bid" only will be considered for further action towards award of contract. The unit rate quoted by the tenderer in their bid only shall be considered for evaluation of tender.
- 6.3 The unit rate quoted by the tenderer in the price bid (if emerged lowest through firm price bid among reverse auction bid and firm price bid) only shall be considered for further evaluation of the tender.
- 6.4 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 and Additional 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.

In case tenderer's performance 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, the tender security of ₹68,000 /- and Additional Security deposit of ₹45,000 /- totaling to Rs. 1,13,000 /- shall be forfeited without any prejudice.

- 6.5 Applicable GST as quoted by the tenderer against the respective SAC numbers in the price bid shall be paid as extra on the basic value. However the contractor shall indicate the relevant SAC numbers against each item in conjunction with the detailed item descriptions provided in the tender. It is the sole responsibility of the contractor to provide the GST registration number of their firm against the form attached, conversely the contractor shall provide the declaration form in their respective letter head for non-registration of GST on being their annual turnover less than 20 Lakhs.

The contractor shall indicate the % of GST as CGST & SGST as separate on intrastate transactions (or) IGST as applicable on interstate transactions in the price bid. The GST shall not be paid to the contractor, if the contractor fails to indicate the GST as extra in the price bid. The GST shall be remitted by the contractor as per the GST act, 2017 and TNPL will not be responsible for any action initiated by GST council for non-payment of GST.

In case of receipt of GST from TNPL, contractor is required to submit a "Declaration" along with "GST Payment receipt" towards remittance of the same to the respective authorities. The declaration shall be as below:

"I/We hereby declare that the GST amount of all our previous invoices dated up to the end of last month have been deposited in to Government Account by due date to the extent they have become due".

"I/We hereby declare that we have filed correct GST return along with list of all invoices raised on Tamil Nadu Newsprint and Papers Ltd., and we have mentioned the GST registration number of Tamil Nadu Newsprint and Papers Ltd., to the extent GST returns have become due".

"I/We also hereby declare that I/We will be responsible for any loss that TNPL may suffer by way of Interest, penalty and reversal of Tax credits due to non-filing of timely and correct GST returns by me/us in respect of all invoices raised by us on Tamil Nadu Newsprint and Papers Ltd.,".

"I/We hereby agree that the EMD/Security deposit if any, submitted by me, shall be refunded by TNPL only after confirming GST return in respect of the final bill. In all other cases, where there is no such EMD/Security deposit, an amount equal to the GST value shall be withheld from the final bill and the same will be paid by TNPL only after verification of such GST return to the concerned Government authority".

- 6.6 TNPL reserves the rights to short close the contract at any time depending upon the necessity after giving a notice of 15 days. If the tenderer fails to remove the machinery, the same shall be removed at his cost & risk. TNPL is not responsible for any loss or damage to his machinery whatsoever.
- 6.7 The successful tenderer shall employ sufficient manpower as directed by the Officer-in-charge and as per the demand of the work to ensure completion of work to the schedule given to him. Failure to complete the work as per the schedule shall be considered as breach of contract and the contract is liable for termination without any prejudice. In which case, the security deposit and additional security deposit shall be forfeited.
- 6.8 Tenderer shall assess the requirement of service from time to time in liaison with the Officer-in-charge and mobilize the same so that the progress of work does not get hampered at any time during the tenure of the contract. In case of any delay TNPL reserves the right to get the work done through another agency and any additional expenditure incurred on this account shall be recovered from tenderer's bills.
- 6.9 Tenderer shall ensure that the area of working is maintained clean and tidy and any broke, scrap material etc are to be cleaned regularly.
- 6.10 Tenderer shall maintain daily record of the work done in a field book and duly get the records certified by the Officer-in-charge.
- 6.11 The successful tenderer is required to register with the appropriate authorities and obtain necessary contractor license for deployment of labour under this contract and abolition act.
- 6.12 Tenderer shall abide by all the statutory obligations with respect to deployment of labour from time to time.
- 6.13 Tenderer shall comply with all Safety rules and regulations that are in force in TNPL.
- 6.14 All consumables and safety equipments like Helmet, Gum boot, shoes, safety belt, dust mask, goggles, gloves (for suitable application) etc., are contractor's scope. In case if not provided, penalty will be levied (As per the list available with safety dept).
- 6.15 The contractor shall pay the wages to his workforce in the presence of the competent persons engaged by the management and his records can be verified by the management as required under law and shall furnish details / records to the management by tenth day of the following month that he has paid wages (not less than the minimum wages as fixed and or revised as per Annexure III) to his workers and complied with other statutory requirements pertaining to EPF, WCI, Road Safety Insurance, Holiday Wages, Bonus etc.

- 6.16 Tenderer shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner, whatsoever. Any breach of this condition shall entitle the TNPL to terminate the contract without any prejudice or further notice.
 - 6.17 Insurance shall be taken for their employees for the entire contract period at a stretch.
 - 6.18 The tenderer shall provide and maintain canteen for the use of contract labour engaged by them and the same should be on **"No Profit No Loss" basis.**
 - 6.19 The successful tenderer are required to issue Photo Identity Card to each of their workmen in the format as specified by TNPL HR Dept. within a month from the date of award of contract.
 - 6.20 Tenderer shall adhere to the general terms and conditions of TNPL in toto.
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ANNEXURE – IA – NON-PRICE BID

Sub: **CARRYING OUT LINE WEEDING, PRUNING AND SAUCER FORMATION WORKS IN PLANTATION AREA AT TNPL UNIT – II, TRICHY.**

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 | <p>Experience</p> <p>Copies of documentary evidence towards experience in carrying out labour oriented works in Plantation area/Horticulture works/Forest management, manual handling of materials, manual/mechanized feeding of materials, manual packing of materials, operation and maintenance of equipments and machineries or installation of plant and machinery by engaging skilled and unskilled workmen in any Industry or Govt. establishment and carried out works for a value not less than ₹4.5 lakh within a period of Twelve (12) continuous months between 01/05/2017 and 30/04/2022</p> | |
| 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 I.T return along with PAN No. has to be produced.
a) PAN No. (Pl. provide Photo Copy) --
b) Status (Please tick) -- Company / Non Company
c) **GSTIN Regn. No. & Date** --
d) Regn.No. & Date --
(Please provide photo copy)
- 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 What time of notice you require for starting the operation of the contract. --
- 16 EMD AMOUNT : --
Have you enclosed EMD in Non-Price Bid Envelope for an amount of ₹68,000 /-?
Please furnish DD No. & Date with Name of the bank.
- 17 TENDER FEE: --
Have you enclosed a non-refundable Tender Fee by way of separate DD for an amount of Rs.590/- ?

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 120 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 :
DATE :
Contact Phone No. :
Mobile :
E-Mail ID :

(SIGNATURE WITH SEAL)

ANNEXURE II – A
"BUDGETARY PRICE BID"

TO

Tamil Nadu Newsprint and Papers Ltd
Mondipatti, K Periyapatti (PO)
Manapparai Tk. Trichy Dt. 621 306,
Tamil Nadu

Sir,

Sub: **CARRYING OUT LINE WEEDING, PRUNING AND SAUCER FORMATION WORKS IN PLANTATION AREA AT TNPL UNIT – II, TRICHY.**

Ref: RFQ NO.: 222323000565

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

S. No.	Description	UOM	QTY	Rate per Unit (₹)	Total Value (₹)	GST	
						SAC Code	GST %
1	8337500004 Unskilled - TNPL Unit - II	MD	8112				
		Grand Total (₹)					

The quoted rates are exclusion of GST.

GST Registration Number:

Name :
Address :
Date :
Contact Phone No. :
Mobile No. :

Signature of the Tenderer with office seal

ANNEXURE II – B
"FIRM PRICE BID"

TO

Tamil Nadu Newsprint and Papers Ltd
Mondipatti, K Periyapatti (PO)
Manapparai Tk. Trichy Dt. 621 306,
Tamil Nadu

Sir,

Sub: **CARRYING OUT LINE WEEDING, PRUNING AND SAUCER FORMATION WORKS IN PLANTATION AREA AT TNPL UNIT – II, TRICHY**

Ref: RFQ NO.: 222323000565

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

S. No.	Description	UOM	QTY	Rate per Unit (₹)	Total Value (₹)	GST	
						SAC Code	GST %
1	8337500004 Unskilled - TNPL Unit - II	MD	8112				
Grand Total (₹)							

The quoted rates are exclusion of GST.

GST Registration Number:

Name :
Address :
Date :
Contact Phone No. :
Mobile No. :

Signature of the Tenderer with office seal

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.

- We will not divulge either our Bids or those of other Bidders to any other external party.
- We agree to non-disclosure of trade information regarding work, identify of TNPL, Bid process, Bid Technology, Bid documentation and Bid details.
- Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
- Based on the competitive quotes received, TNPL's decision will be final and binding on us.
- Our participation in a bid event is by invitation from TNPL.
- 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.
- Bids once made cannot be withdrawn or modified under any circumstances.
- TNPL can decide to extend, reschedule or cancel the auction.
- Bids cannot be increased. Subsequent bids from the same contractor need to be lower by at least the minimum bid decrement from the lower bid.
- 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 wilful misconduct or breach of any term of this agreement.
- TNPL or its employees or other representative 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.
- TNPL of 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.

- 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**

Tenderer shall comply with the following labour statutes relating to employment of contract workmen:

1 Registration of contract & contractor's licence

1.1 Tenderer have to produce the following documents to Principal employer to register their contract with Joint Director of Industrial Safety and Health, Trichy jurisdiction:

- 1.1.1 Tenderer Details (Proprietor 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 ` 20/- Stamp paper.

1.2 If Tenderer engages 20 or more personnel, Tenderer has to apply for Contractor's licence with the Deputy Director of Industrial Safety and Health, Trichy. Tenderer have 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 Licence Fee – remitted through treasury challan in the head 0230 –00-Labour and Employment – 106 Fees realized under the Factories Act-AO- Fees under contract labour (D.P.CODE:0230-00-106-AO-0002).

LICENCE FEE STRUCTURE

No.of persons	Registration fees (Rs.)	Licence fees (Rs.)	Licence Renewal fees (Rs.)	Surcharge (Rs.)	Amendment Fees (Rs.)
Upto 20	2500.00	2500.00	2500.00	1250.00	500.00
21 - 50	2500.00	2500.00	2500.00	1250.00	500.00
51 – 100	5000.00	5000.00	5000.00	2500.00	500.00
101 - 200	10000.00	10000.00	10000.00	5000.00	500.00
201 – 400	20000.00	20000.00	20000.00	10000.00	500.00
Above 400	20000.00	20000.00	20000.00	10000.00	500.00

Licence amendment fees Rs.500/-
 Renewal fees – Initial - 100%
 Surcharge – Initial – 50%
 Duplicate licence fees – Rs.500/-

1.2.5 Certificate by TNPL in Form V.

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

2 WAGES / EPF & EPS

2.1 Tenderer should disburse wages to their contract workmen as detailed below:

2.1.1 Following is the breakup of minimum wage per day to be paid to contract workmen engaged for the subject work.

S. No.	Category	Wages (Rs)/Day
1.	Unskilled Labour	427.00

Employee portion of PF shall be deducted on the wage payable per day.

The Tenderers will be reimbursed differential wages in Tonnage/Lumpsum contracts, in case of wage increase for the outsourced workmen in the middle of the duration of the contract period against claim made by the Tenderers.

In addition to the above, successful Tenderer is required to remit EPF/EPS contributions of 13% on wages to be paid (Employer portion), either Employee State Insurance Premium or Workmen Compensation Insurance Premium and Road Safety Insurance Premium as applicable.

3 EPF/EPS:

The tenderer should obtain separate Provident Fund code number in their own name (or) in their firm name in EPFO, Trichy region in order to remit EPF, EPS, EDLI and other allied dues in respect of their Contract workmen being deployed in their contract every month.

- i. EPF/ EPS have to be remitted for actual shift and miscellaneous shift.
- ii. Before remitting EPF, EPS, EDLI and other allied dues, the Contractor is required to show the details of actual attendance of each contract workmen, and miscellaneous shift together with wage acquaintance to Contract section – HR department on or before 12th of every month in order to ascertain as to whether the attendance tallies with the wage acquaintance and assess the amount payable towards EPF, EPS, EDLI and other allied dues. After getting confirmation only, the Contractor has to remit EPF, EPS, EDLI and other allied dues in their PF code on or before 15th of every month.

In case, any discrepancies/short/belated remittance are found in the remittance of EPF, EPS, EDLI and other allied dues at later point of time, the Contractor is required to comply with the Statutory provisions in toto.

- iii. Tenderer is required to remit EPF / EPS dues for his employees at the rate of 25.00% of eligible wages (12% recovered from his contract workman, 12% by Contractor, 0.50% Administrative Charges subject to minimum of Rs.500/- and 0.5% EDLI Charges) to the Regional Provident Fund Commissioner, Trichy under the Contractor's code on or before 14th of every succeeding month and submit proof of EPF/EPS remittance on or before 16th of the same month along with PF remittance challans in time to RPFC, Trichy and HR department of Contract Section. (Addition of any workman in Form 5, Deletion of any workman in Form 10, Challan particulars / Remittance break ups in Form 12A). Tenderer is also required to submit following annual returns to RPFC, Trichy:

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

- iv. Since the Employees Provident Fund Organisation has introduced payment through E-Sewa, the Contractor has to provide the necessary details such as Wages, Number of workmen along with PF Contribution, other details required by the EPFO, Trichy. The Contractor should ensure collecting "E-Challan" and remit the PF dues on or before 15th of the succeeding month through online.
- v. If the Tenderer fails to remit EPF/EPS dues within the stipulated time, TNPL has right to deduct the same amount along with penal damages and interest from the Contractor bills and the amount so deducted will be remitted to PF Office.
- vi. **UAN ACTIVATION AND LINK AND TRANSFER OF EPF /EPS AMOUNT**
 - a. When the commencement of the contract, the Tenderer has to obtain the details of UAN (Universal Account Number) for the contributory members from the previous contractor and link has to be given in order to transfer the EPF amount available in the member's Account to the PF code number of the present contractor. For which, the present contractor has to obtain Form-13 (revised) and Form - 9 from the previous contractor and submit the same to RPF, Trichy in order to transfer the amount to the individual's PF account number from the previous contractor's PF Code Number to the current contractor's PF Code number.
 - b. The Tenderer is required to transfer the EPF /EPS amount from the previous Contractor's PF Code Number to his PF Code Number within a period of 2 months after commencement of the work.
 - c. Further, the Tenderer has to submit system generated PDF file in respect of their establishment code relating to the details of the contract workmen to Contract section, HR department within 2 months after the commencement of the work.
 - d. The Tenderer is required to upload KYC (Know Your Customer) details of the new member and also for the old member, if KYC details are not uploaded.
 - e. The Tenderer is required to generate UAN (Universal Account Number) for the new member in EPFO-OTCP portal as and when a contract workman is first time deployed in their contract. Then, the contractor is required to get the UAN activated for the new member in EPFO-OTCP portal.

4 a) MAINTENANCE OF ATTENDANCE REGISTER:

The tenderer is required to maintain their contract workmen's attendance in the Attendance Register every day in respect of their Contract. The Contractor has to ensure that the attendance register being maintained in the Section / Department is duly signed by the representative of Principal Employer (shift in charge/Section Head)

b) WAGES:

Wages have to be paid for the actual days worked and according to the scope of work either the wages as notified by the Tamil Nadu Government as per the Minimum Wages Act, 1948 (or) the wages determined by TNPL.

- i. Wage Slip pertaining to individual contract workman should be given one day prior to the date of payment.
- ii. Tenderer shall ensure that all the contract workmen deployed in his contract to open a separate Savings Bank Account in Any nationalized banks.
- iii. Tenderer should disburse wages on or before 10th of every month by crediting it to the savings bank account of the contract workman with banks irrespective of payment of bills.
- iv. While submitting the bill, Contractor has to produce the documents viz. Bill Copy, proof towards wages disbursed, Attendance Register, Wage Acquittance, PF Remittance and ECI Contributions to HR Department.
- v. The Tenderer is required to produce copy of bills claimed with mandays details together with copy of Attendance, wage Acquittance for every month for the outsourced contract workmen deployed in their respective contract on or before 12th of every month for ensuring PF compliance purpose. The Contractor is required to ensure that the mandays claimed in the bills / attendance register is reflected in the wage Acquittance also.
- vi. Regular and timely payment of wages must be ensured by the contractor.
- vii. The Tenderer is required to issue Wage Slip (Form XXVIII) in the prescribed format.

Employees' compensation insurance and Road safety package insurance:

Contract workman drawing wages less/ above Rs. 21,000/- per month is required to be covered under the Employees' compensation and Road Safety package Insurance policies.

Tenderer is required to pay premium for Employees' Compensation Insurance and Road Safety Package Insurance Policy to extend benefits. The Tenderer is required to remit the premium for the policies of Employees' Compensation Insurance and Road safety Package Insurance.

Premium payable by the Tenderer to cover their outsourced contract workmen under the following insurance policies are as below:

Employees Compensation Insurance:

Premium: (Per day wage X No. of contract labour X No. of days X 30.15) /1000 + GST as applicable.

Road Safety Package Insurance:

Premium amount (per head / annum): Rs.260/- X No. of contract labour+ GST as applicable.

Sum assured for Road Safety Package Insurance Policy:

Rs.100000/-	-	Death cum accidental benefit
Rs.100000/-	-	Hospitalization expenses

In case the Contract labour met 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 contract labour rejoins duty. Hospitalisation expenses – Rs.1,00,000/- shall be claimed under Road Safety Package Insurance Policy. It is also the responsibility of the Tenderer 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 Contract labour as per eligibility.

5 **SAFETY**

The Tenderer shall comply with all safety rules and regulations. If the contract workmen 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 Contractor.

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 they shall be sent out of the Factory and the cell phones shall also be confiscated.

6 **SAFETY SHOES:**

The Tenderer shall provide safety shoes worth of Rs. 400/- for both male and female outsourced contract workmen.

- 7 Tenderer / contract representative should attend the monthly meeting convened by the company.

8 **MAINTENANCE OF REGISTERS / RECORDS**

Tenderer shall maintain the following registers / records as per the Contract Labour (Regulation and Abolition) Act, 1970 and produce it whenever authorities from the Directorate of Industrial Safety and health visit the factory for inspection.

Form XV	-	Service Certificate - When a contract labour leaves from the service, a Service Certificate should be issued to him
Form XVI	-	Muster Roll
Form XVIII	-	Register of Wages cum Muster Roll
Form XXIII	-	Register of Overtime
Form XXIV	-	Half yearly return – to be submitted within 30 days from the close of the half year
Form XXVI	-	Register of Employment of Contract Labour
Form XXVII	-	Register of Wages
Form XXVIII	-	Wage Slip
Form No.XXIX	-	Register of Advances Deductions for Damages for Loss and Fines

Tenderer 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.

9 RETENTION MONEY / SECURITY DEPOSIT:

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

- i Attendance Register.
- ii Payment of Wages Register (Wages Acquittance).
- iii Proof for the submission of following documents at RPFC, Trichy:-
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
- iv PF / EPS dues remitted Original Challans for every month for the Contract period.
- v Form-23- Annual Accounts Slips to be obtained from RPFC, Trichy up to last financial year.

After receiving all the above documents, on verification of the records, documents for retention Money will be forwarded to Accounts department for payment.

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

11 OTHER COMPLIANCES:

i. WEEKLY OFF:

The Tenderer shall provide Weekly Off to the outsourced workmen engaged by him as per the Factories Act, 1948.

ii. WORKING HOURS:

The Tenderer shall ensure Working Hours of Outsourced workmen as per the Factories Act, 1948.

iii. LEAVE FACILITY:

- A. Factory observes 10 declared holidays, Tenderer shall pay one day wage for National and Festival Holiday. If the outsourced workmen is deployed on National and Festival Holiday, then one day's additional wage has to be paid. Wages paid for NH/FH will attract PF/EPS/ESI. In addition, if Government declares any other day as public holiday with wages, for which also, the Tenderer has to adhere to the above provisions.

The Tenderer will be reimbursed the wages for the declared holidays other than 10 NH/FH for the outsourced workmen being deployed in contracts against claim made by the Tenderer.

- B. The tenderer shall provide one day leave for every 20 days of work performed provided the outsource workman has worked for 240 days or more during the contract period. The wages for the Earned Leave should be disbursed separately at the end of the contract through bank and proof for the same should be submitted to HR department to claim reimbursement. Wages paid for Earned Leave will not attract EPF, EPS and ESI.

In order to claim retention money, the tenderers are required to submit necessary proof for disbursement of EL wage i.e. Attendance register, acknowledgement slips, bank statement for disbursement of EL wages to HR department, in addition to the other documents.

iv. **BONUS:**

Tenderer should disburse bonus to Outsourced workmen deployed by them as per the payment of Bonus Act, 1965 and minimum eligibility to receive bonus is 30 days of work in a year.

No bonus is payable for 30 days and for more than 30 days of work, bonus to be paid.

- For 240 days – Rs. 7,000/- is to be paid towards minimum bonus.
- For less than 240 days, proportionate payment to be made.

Tenderer should disburse the bonus amount @ 8.33% of minimum wages subject to maximum of Rs. 7,000/- to all the outsourced workmen deployed by him at the end of his contract period.

The Tenderer is required to submit actual Bonus mandays (for which bonus is payable) every month to the HR department through user department certification in order to ensure the recovery of the bonus amount payable to the Outsourced workmen from the bills of Tenderer. Based on the bonus mandays, bonus recovery will be made.

The bonus amount should be disbursed separately through bank at the end of the contract period by obtaining request letters and acknowledgement slips from their outsourced workmen individually and copy of the same has to be submitted to HR department as a proof for payment of bonus.

In order to claim retention money, the tenderers are required to submit necessary proof for the disbursement of bonus i.e. the request letter received from the outsourced workmen, acknowledgement slips, Attendance register, bank statement to HR department in addition to other documents.

v. **AGE:**

The Contractor Should ensure that the workmen engaged by them should be of age group between 18 to 58 years.

12 **ISSUANCE OF PHOTO IDENTITY CARD:**

Contractor is required to issue each contract workman Photo Identity Card in the format as specified by HR department within a month of awarding the contract (prescribed under rule 103 C of the Tamil Nadu Factories Rules, 1950).

13 **PENALTY:**

If the Tenderer fails to comply with the clauses from 1 to 12 within the stipulated days, TNPL has the right to deduct 5% of the deviated amount payable as penalty besides deducting the payable amount from the bills of the Contractor.

If there are any future amendments in the labour statutes, the same should also be adhered to by the Tenderer.

ANNEXURE –IV

(Specimen copy)

Date:

Tamil Nadu Newsprint and Papers Ltd
Mondipatti – 621306, Trichy Dt.

Dear Sir,

We do hereby declare that, we are regularly paying GST on monthly basis relating to the work done at TNPL as per the work orders received from TNPL, along with GST relating to the orders received from the other institutions.

As we make payment of GST in a single challan combinely for the service rendered to all institutions, it is hereby declared that the GST amount paid thro' challan includes the GST charged in our invoice No.XXXXXX Invoice Date XXXXX raised on TNPL WO/PO No.XXXXXX.

We enclose a copy of the challan No.XXXXXX Date XXXXX, for Rs.XXXXXX as a proof of payment of GST charged on TNPL. We do hereby undertake that we are responsible for the payment service liability and if in case the department initiates any action on us for non-payment of GST, TNPL is not responsible and we will not claim the same from TNPL.

Thanking you,

Yours faithfully,

For _____

Authorised Signatory

MANDATE FOR PAYMENT THROUGH NEFT / RTGS
(To be obtained in the Letter Head of the Bank for effective payment)

Date:

To

M/s Tamilnadu Newsprint and Papers Limited
Mondipatti, Manapparai TK, Trichy Dt – 621 306
Tamil Nadu

Sir,

BANK ACCOUNT PARTICULARS (TO BE CERTIFIED BY BANKER)

1.	Name and Address of the Supplier / Company / Firm / Contractor	
2.	Name of the Account Holder	
3.	Name of the Bank	
4.	Branch Code	
5.	Branch Name	
6.	Account Number	
7.	IFSC Number	
8.	Type of the Account	

Certified that the particulars furnished above are correct as per our records.

Thanking you,
Yours truly,

(Signature of the Authorized Officer from Bank with Seal)

CHECK LIST

Documents to be included in **Non-Price Bid Envelope**:

- 1) Documentary evidence as per Qualification Criteria (Order copy, Bill copy, Payment vouchers etc)
- 2) Tender Fee (₹590/-) and EMD as per Tender (Separate DDs)
- 3) Tender Document signed in all pages
- 4) Annexure I A – Non-Price Bid duly filled in
- 5) Process Compliance Statement dully filled in
- 6) Income Tax PAN copy and latest IT return copy
- 7) Budgetary Price Bid – Annexure II-A
- 8) Bank details for RTGS payment form duly filled in (who have not submitted in TNPL)

Documents to be included in **Firm Price Bid Envelope (Sealed cover)**:

- 1) Annexure II – B Firm Price Bid duly filled in with due signature (Quote should be indicated both in Figures and Words)