

**TAMIL NADU NEWSPRINT AND PAPERS LIMITED
KAGITHAPURAM (PO), KARUR (DT) - 639 136
TECHNICAL OUTSOURCING**

TENDER ENQUIRY NO: TOS:ENQ:20103000021

DATE: 06/02/2010

ISSUED TO

Sub: Conversion of Reels to Sheets by installing Cutters inside the Plant Premises for 2010-11

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

Envisaged period of the contract shall be for one year from 01/04/2010 to 31/03/2011.

Envisaged quantity is 30,000 MT for one year. The quantity is only indicative and TNPL shall not guarantee for any minimum quantity.

The scope of work and other terms and 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 sent in the Tender cover, which is enclosed, herewith properly sealed and submit along with NON-PRICE BID & BUDGETARY PRICE BID in a separate cover. Please write clearly on the top of the cover whether "FIRM PRICE BID" or "NON-PRICE BID" & "BUDGETARY PRICE BID". Both the covers containing FIRM PRICE BID and NON-PRICE BID & BUDGETARY PRICE BID are to be put in one sealed cover superscribing the Tender No. and due date and addressed to Technical Outsourcing Dept., Tamil Nadu Newsprint and Papers Limited, Kagithapuram, Karur Dt – 639 136.

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

The tenderers shall submit the following in Non-Price Bid

- Copies of documentary evidence towards experience in having carried / carrying out similar works for a value not less than Rs 3 lakh against single order in any reputed concerns/ Government organizations in the last five years. Necessary proof to this effect such as copies of work order/contract and invoices with payment receipts shall be submitted along with the Tender, failing which, the Tender is liable for rejection at the discretion of TNPL.
- Earnest Money Deposit (EMD) for a value of Rs 10,000/- in the form of Demand Draft in favour of "TAMIL NADU NEWSPRINT AND PAPERS LIMITED" drawn on any of the Nationalized Banks, payable at KARUR. Alternatively an

unconditional bank guarantee for a like amount issued by a bank acceptable to TNPL as per Proforma enclosed as Appendix-I shall be submitted in the Non-Price Bid. The Bank Guarantee shall be valid for 90 days beyond the validity of the Tender.

- Budgetary Price Bid (Annexure - II A) in a separate cover.
- Firm Price Bid (Annexure - II B) in a separate sealed cover.

Note: Tenders received not complying with the above qualifying conditions will be rejected and will not be eligible for participating in E-Procurement (Reverse Auction).

Once tender is submitted, tenderer cannot withdraw. Incase tenderer withdraws from tender on any day for any reason after submitting tender, EMD submitted shall be forfeited without any prejudice.

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 Rate" 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 budgetary quote 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-Procurement (Reverse Auction). Only those who qualify in Non-Price Bid and also submitted Budgetary 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 tenders at its own discretion.

Opening Value of Tender, Minimum Bid Decrement Rate, 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 www.tnpl.com) and participate in the Reverse Auction. In case of any problem, please contact AGM (TOS) at 9442591357 or 04324-277266, Fax:04324-277265.

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.

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.

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

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.

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

EMD shall be returned, interest free, to the unsuccessful tenderers within three months from the date of opening of Non-Price Bid & Budgetary Price Bid.

TNPL shall not be responsible for any delay/loss in transit or non-receipt of tender document.

TNPL reserves the right to

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

Before submitting the tender, tenderers are advised to visit the Site at Kagithapuram and contact

- Concerned Engineer / 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-PRICED BID (Annexure-I A), BUDGETARY PRICED BID (Annexure – II A) and "FIRM PRICE BID" (Annexure-II B) in a sealed cover is deemed for submission in the Technical Outsourcing Dept. not later than 3.00 PM of **24/02/2010**.

for **TAMIL NADU NEWSPRINT AND PAPERS LIMITED**

Asst. General Manager (TOS)

Encl. : a.a.

ANNEXURE I**1 SCOPE OF WORK**

- 1.1 The scope of work shall be conversion of paper reels into sheets of various sizes as indicated including counting, packing, bundling, labelling etc inside the plant premises. The scope of work also includes cleaning of broke & handing over it near the trim pulper and transportation of required packing materials to the work place.
- 1.2 TNPL shall deliver the reels to the place of work. Necessary forklift and Trucks with driver for transportation of reels to the contract cutter area shall be provided by TNPL. However the Tenderer shall do arrangements for loading and unloading the reels.
- 1.3 Tenderer shall shift the finished bundles from the Contract Cutter area to the place spared at the cutter machine area or to the Paper Godown (Finished Goods New Godown) or as per instructions after duly numbered and stack it at the area allotted by Godown personnel.
- 1.4 Enter the ream details in the OIIS and reams to be delivered in the bar-coding system to the godown. The scope also includes bar code label fixation. The bar-coding accessories will be provided by TNPL. The person who is operating the system should have computer operation knowledge.
- 1.5 Tenderer shall bring the necessary machinery and auxiliaries for carrying out the subject work. Tenderer shall also arrange the transportation, installation and commissioning of machinery.
- 1.6 Tenderer shall engage a minimum of one Operator per Cutter per shift and two Helpers per Cutter per shift and four Helpers for packing, stitching and bundling and supply the bundles to the area given by Officer-in-charge at cutter area and shifting of the finished products for achieving the desired quantity of conversion. Contract Cutter shall be operated in A & B shifts. Packing and bundling may be either two shifts or in General shift as per the instructions of the Officer-in-charge.
- 1.7 No core end reels to be left out. Broke to be brought and fed at slush pulper or finishing house pulper as per the instruction of the Officer-in-charge.
- 1.8 The approximate quantity for Conversion of reels to sheets inside the Plant premises shall be 30,000 MT per Annum. The above quantum is only indicative and TNPL does not guarantee for the above.
- 1.9 One Quality Assurance Supervisor, preferably a Diploma / Degree holder to be arranged for checking the quality of paper.
- 1.10 TNPL reserves the right to allow one or more cutters to a Tenderer and to engage one or more Tenderers depending upon work demand. In this regard, TNPL's decision is final and binding on the Tenderers.

- 1.11 Tenderer shall be allowed to install one or two Cutters for conversion work for handling around 250 MT per month per cutter. The Cutters are to be installed and made operative within 8 days from the date of work clearance. In case of failure to comply, TNPL reserves the right to cancel the order without any prejudice.
- 1.12 TNPL shall deliver the reels to the loading point at Contract Cutters area ("Wrapper" Godown). Tenderer shall do arrangements to transport the reels to Cutting Machine.
- 1.13 Tenderer shall shift the Kraft wrapper and sheet pallet to Kraft godown / Finishing House shift wise as per instructions of Finishing House Officer-in-charge.
- 1.14 Successful tenderer shall engage women employee for packing the reams. Prior permission from competent authorities shall be taken to engage them after 17.30 hrs to 22.00 hrs.
- 1.15 Tenderer should bring the necessary machinery, auxiliaries and arrange to installation and commissioning of machinery for carrying out the subject work as and when required and as instructed by Officer-in-charge. The quantum of work shall be decided by TNPL and binding on the Tenderer.
- 1.16 Tenderer should deploy adequate manpower for achieving the desired quantity of conversion. Tenderer should also provide One Casual Helper exclusively for cleaning and maintaining the work area.

2 RATE

Tenderer shall quote the rates per MT of finished material for carrying out the subject work in the Proforma enclosed as Annexure II. The rates offered shall be firm & fixed during the tenure of the contract.

3 PAYMENT TERMS

Tenderer shall raise bills **once in a Month** and payment shall be effected as follows on submission of duly certified bill.

- 90% of the certified bill value shall be released within 15 days from the date of receipt of certified bills at Accounts department.
- 10% shall be withheld as retention money and released on satisfactory completion of the contract.

4 CONTRACT PERIOD

The rate contract shall be valid for a period of one year from 01/04/2010 to 31/03/2011. However, the period may be extended on the existing terms and conditions mutually agreed.

In case the 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 Security Deposit of Rs 10,000/- shall be forfeited.

5 VALIDITY

The rates quoted should be valid for a minimum of 90 days for acceptance from due date. During the validity period, Tenderer is not permitted to make any upward revision in the rates.

6 FACILITIES PROVIDED BY TNPL FREE OF COST

- 6.1 Electrical Power, lighting etc., as per the needs.
- 6.2 All consumables such as but not limited to Wrapping paper, HDPE, Sotali, Hessian Cloth, Jute threads, tables, Marking pen and Ink.
- 6.3 Pallet trucks, Pallets subject to availability
- 6.4 Delivering the parent reels near the sheeter.
- 6.5 Truck for transportation of the finished goods to Godown.
- 6.6 All the Civil works during installation of equipments.

7 OTHER TERMS & CONDITIONS

- 7.1 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.
- 7.2 After award of contract to the successful Tenderer (contractor), if the contractor withdraws from the work on a later date during the contract period for any reason, Security Deposit 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.
- 7.3 Tenderer shall specify separately while quoting the rates, whether the Service is taxable.
 - 7.3.1 It is the responsibility of the Tenderer to ensure whether the work is taxable or not and if taxable, Tenderer has to register with the Central Excise department and the Service tax will be paid to the successful Tenderer only from the date of registration or effective date of contract, whichever is later upon submitting a copy of Service Tax Registration Certificate for claiming Cenvat benefit by TNPL. TNPL is not responsible for any action initiated by the Central Excise department on the successful Tenderer at a later date for non-payment of Service Tax.

In case of Taxable service, successful Tenderer shall raise bills in triplicate by submitting a copy of Service Tax registration certificate, a copy of PAN along with the following details for availing CENVAT by TNPL.

- a) Bill No./ Invoice No.
- b) Name, Address and Registration Number with date.
- c) Name & Address of the Service receiver
- d) Description/classification of the service
- e) Value of the service with Service Tax payable

Income Tax on the gross value of the bill at the applicable rate shall be deducted at source under Income Tax Act from each bill and remitted to the Income Tax Department and a TDS Certificate will be issued to the successful contractor.

In case of receipt of Service Tax & Education Cess from TNPL, Tenderer is required to submit a "Declaration" with the subsequent bills towards remittance of the same to the respective authorities. The declaration shall be as below:

"I / We do hereby declare that the Service Tax and Education Cess amount received from M/s TNPL for our previous bills have been deposited to the Govt. Account".

- 7.4 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.
- 7.5 On expiry of the contract period, the Tenderer shall be permitted to remove the cutters from TNPL. To serve this purpose, the cutters should be properly documented while bringing the same into TNPL premises.
- 7.6 The successful Tenderer shall employ sufficient manpower as directed by the Engineer-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 shall be forfeited.
- 7.7 Tenderer shall assess the requirement of material from time to time in liaison with the Engineer-in-charge and mobilise 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.
- 7.8 All other necessary materials of approved quality and standard specifications required for the above work shall be arranged by the Tenderer and shall be brought inside the premises with proper document supported by appropriate gate pass. All these items shall be properly recorded with the Production department and the relevant documents shall be produced as and when called for by TNPL.
- 7.9 Tenderer shall report to concerned Engineer-in-charge for instructions.

- 7.10 Tenderer shall ensure that the area of working is maintained clean and tidy and any broke, scrap material etc are to be cleaned regularly.
- 7.11 In case of any undue wastage of paper or packing material is observed, the Tenderer shall be responsible for the same and the Officer-in-charge's decision of imposing penalty on the Tenderer shall be final and binding on the Tenderer.
- 7.12 In case of complaint from market for defective workmanship and the compensation if any incurred shall be recoverable from the successful Tenderer at the discretion of the Management.
- 7.13 **Experienced Supervisor** shall be arranged for satisfactory supervision of the entire operation.
- 7.14 Tenderer shall maintain daily record of the work done in a field book and duly get the records certified by the Engineer-in-charge.
- 7.15 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.
- 7.16 Tenderer shall abide by all the statutory obligations with respect to deployment of labour from time to time.
- 7.17 Tenderer shall comply with all Safety rules and regulations that are in force in TNPL.
- 7.18 Both the electrical connection/equipment and mechanical lifting tools and tackles if any, are to be certified by our Engineers before the equipment are taken into operation. Further, the Tenderer equipments are to be examined by our Engineers and the Tenderer should maintain a record for verification/clarification. The Tenderer shall produce the record at the time of inspection by the appropriate authorities.
- 7.19 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.
- 7.20 The contract shall be deemed to have been entered into at Kagithapuram, Karur District and the courts at Karur shall be the forum for legal proceedings, if any, connected with this contract.
- 7.21 Tenderer shall adhere to the general terms & conditions of TNPL in toto.

ANNEXURE I A – NON-PRICE BID**Sub: Conversion of Reels to Sheets by installing Cutters inside the Plant Premises for 2010-11**

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

- | | | |
|----|--|----|
| 1 | Name and address of the Tenderer | -- |
| 2 | Partnership / proprietorship/private limited company / Public Limited Company/Public undertaking (Proof of registration to be enclosed). | -- |
| 3 | Name and address of partners and/or directors (incase of company or partnership firm copy of the relevant registration/ partnership deed to be provided) | -- |
| 4 | Usual place of business | -- |
| 5 | Experience
Particulars to be given with references and documentary evidences for having carried / carrying out similar works for a value not less than Rs 3 lakh against single order in any reputed concerns/ Government organizations in the last 5 years. Necessary proof to this effect such as copies of work order/contract and invoices with payment receipts are to be enclosed. | -- |
| 6 | No. of Cutters / 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) TNGST Regn. No. & Date --
 d) Service Tax 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 **E.M.D. AMOUNT :** --
 Have you enclosed EMD in Non-Price Bid Envelope for an amount of Rs 10,000/- Please furnish DD No. & Date with Name of the bank.
- 17 **TENDER FEE:** --
 Have you (**Tenderers who have obtained Tender document through E-mail**) enclosed a non-refundable Tender Fee by way of separate DD for an amount of **Rs 500/-** Please furnish DD No. & Date with Name of the bank.
- 18 **VALIDITY OF OFFER :** --
 Agreeable to keep the offer valid for a minimum period of 90 days from the due date and the rates valid for one year.
- 19 Have you taken up any work earlier in TNPL? If so, furnish order particulars with copies of orders --

NAME :

ADDRESS :

DATE :

Contact Phone No.:

Mobile:

E-Mail ID :

(SIGNATURE WITH SEAL)

ANNEXURE - II A - BUDGETARY PRICE BID
PROFORMA

To
M/s TAMIL NADU NEWSPRINT AND PAPERS LIMITED
KAGITHAPURAM 639 136

Sir,

Sub: Conversion of Reels to Sheets by installing Cutters inside the Plant Premises for 2010-11

Ref: Tender Enquiry No.TOS:ENQ:20103000021 dt 06/02/2010

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

S No	Description	Rate per MT
1	Conversion of reels to sheets as per scope of work (Regular Work)	Rs. _____
2	Convert the sheeter reels and ream packing without bundling (Optional) as and when required only	Rs. _____
3	Transportation of finished goods from Contract Cutter area, unloading and stacking the goods in the Finished goods godown as per the instructions. Truck shall be arranged by TNPL free of cost (Optional) as and when required only	Rs. _____

Above unit rates are exclusive of Service Tax.

% Service Tax _____

Note: For arriving the lowest bidder, item No.1 will be considered. Other works are to be taken up as and when required and as per the instructions of TNPL.

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

SIGNATURE

ANNEXURE - II B – FIRM PRICE BID
PROFORMA

To
M/s TAMIL NADU NEWSPRINT AND PAPERS LIMITED
KAGITHAPURAM 639 136

Sub: Conversion of Reels to Sheets by installing Cutters inside the Plant Premises for 2010-11

Ref: Tender Enquiry No.TOS:ENQ:20103000021 dt 06/02/2010

I/We hereby confirm having gone through your Tender enquiry cited above in detail and am/are pleased to submit my/our most competitive "Firm Price Offer" as follows:

S No	Description	Rate per MT
1	Conversion of reels to sheets as per scope of work (Regular Work)	Rs. _____
2	Convert the sheeter reels and ream packing without bundling (Optional) as and when required only	Rs. _____
3	Transportation of finished goods from Contract Cutter area, unloading and stacking the goods in the Finished goods godown as per the instructions. Truck shall be arranged by TNPL free of cost (Optional) as and when required only	Rs. _____

Above unit rates are exclusive of Service Tax.

% Service Tax _____

Note: For arriving the lowest bidder, item No.1 will be considered. Other works are to be taken up as and when required and as per the instructions of TNPL.

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

SIGNATURE

PROCESS COMPLIANCE STATEMENT

Name of the Organization : _____

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

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

- 1 We will not divulge either our Bids or those of other Bidders to any other external party.
- 2 We agree to non-disclosure of trade information regarding work, identify of TNPL, Bid process, Bid Technology, Bid documentation and Bid details.
- 3 Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
- 4 Based on the competitive quotes received, TNPL's decision will be final and binding on us.
- 5 Our participation in a bid event is by invitation from TNPL.
- 6 TNPL is not obliged to place the contract if the expected price of the lots or event is not met. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
- 7 We will call TNPL – TOS Dept. and make a proxy bid if Internet connection is down. However, this has to be confirmed and endorsed by us using alternative communication such as Fax immediately (Fax No.04324 – 277266) and marked predominantly as "Reverse Auction" bid to the attention of AGM (TOS) and the Fax transmission to be informed to TNPL over Phone. Time of receipt of Fax will be considered as receipt of Bid. No Fax shall be accepted if the same is received 10 minutes before closing of the auction. Fax to be addressed to AGM (TOS).
- 8 Bids once made can not be withdrawn or modified under any circumstances.
- 9 TNPL can decide to extend, reschedule or cancel the auction.
- 10 Bids can not be increased. Subsequent bids from the same contractor need to be lower by atleast the minimum bid decrement from the lower bid.
- 11 We shall indemnify and hold TNPL, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or

damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.

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

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

Organization : _____

Name : _____

Designation : _____

Signature & Stamp / Seal : _____

Date & Place : _____

ANNEXURE III
TERMS AND CONDITIONS FOR DEPLOYMENT OF CONTRACT LABOUR

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 Deputy Chief Inspector of Factories of Trichy jurisdiction:

- 1.1.1 Tenderer's 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 Rs.20/- Stamp paper.

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

- 1.2.1 Form IV- Application for Licence (5 copies)
- 1.2.2 Form VII- In case of renewal of Licence (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 – 104 Fees realized under the Factories Act-AO-Fees under contract labour (D.P.CODE:0230-00-104-AO-0006).

LICENCE FEE STRUCTURE

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

Licence amendment fees Rs 50/-
Renewal fees – Initial - 100%
Surcharge – Initial – 50%

Duplicate licence fees – Rs 50/-

1.2.5 Certificate by TNPL in Form V.

2 **WAGES / EPF & EPS**

- 2.1 Tenderers should disburse wages to their Contract Workmen as per Minimum Wages Act, 1948.
- 2.2 Tenderer should ensure payment of wages to the contract workmen on or before **10th of every month** without fail irrespective of receipt of payment against bills from TNPL. Any deviation like non-payment or delay in payment will be viewed seriously including termination of contract without further assigning any reasons therefor.
- 2.3 If any grievance is raised by any contract workman in respect of non-payment / short payment of wages, TNPL, as a Principal Employer, will deduct the said amount from the bill and their wages will be effected.
- 2.4 **PF/EPS:** Tenderer is required to remit PF/EPS amount in SBI, Pugalur branch under TNPL Contractors' Association SBI A/C No. 30364392193 towards EPF / EPS for his workmen at the rate of 25.61 % of Minimum wages (12% recovered from his workmen, 12% by Tenderer and 1.61% Administrative and EDLI Inspection Charges) enabling to remit the same to Regional Provident Fund Commissioner, Trichy under the existing Sub code. Remittance should be made on or before 14th of succeeding month and proof of EPF/EPS remittance amount to be submitted to HR department on or before 15th of the same month.

Tenderer shall comply with the provisions of EPF & MP Act, 1952, including submission of returns viz:

Form 5	-	Addition of workmen
Form 10	-	Deletion of workmen
Form 12 A	-	Remittance break-up
Form 6A	-	Annual PF/EPS contribution statement
Form – 3 A	-	Individual PF/EPS contribution card

- 3 Tenderer shall comply with all safety rules and regulations. If any of the contract workman engaged by the Tenderer is found working without wearing necessary Personal protective equipment and without following safety rules and regulations prescribed for the Factory, a sum of Rs 5,000/- per violation will be deducted from the bills of the Tenderer as penalty.
- 4 Tenderer shall keep TNPL indemnified of all the claims made and liabilities incurred under Workmen Compensation Act, 1923.
- 5 In case the Contract Workmen met with an accident while on duty or outside the mill premises, it is the Tenderer's sole responsibility to admit the workmen in good hospital and give treatment till the workmen rejoins duty. (Hospitalization 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 Tenderer fails to do so, the Hospitalization expenses will be deducted from the Tenderer's bills and necessary arrangements will be made to remit the same to the Hospital.

- 6 If any road accident occurred outside the factory, the successful tenderer is liable to settle full medical expenses to his contract labour.
- 7 TNPL has the right to deduct 5% of the deviated amount as penalty, if the Tenderer deviates from the following mandatory obligations:
 - 7.1 Successful tenderer should arrange competent supervisor exclusive for the job.
 - 7.2 Tenderer should disburse wages to the Contract Workmen on or before 10th of every month.
 - 7.3 Tenderer should remit PF amount for the Contract Workmen on 14th of every month and the same shall be produced to HR Department on 15th of every month.
 - 7.4 Tenderer should submit required statutory PF return within the stipulated time.
 - 7.5 Tenderer / contract representative should attend the meetings organized by HR Department whenever required.

For such repetitive failures, TNPL shall have the discretion of canceling the Contract without any prejudice and any further reference to the Tenderer.

Appendix I

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be executed on Non Judicial Stamped Paper)

To

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

Dear Sirs,

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

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

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

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

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

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

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

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

Yours faithfully

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) EMD as per Tender
- 3) Tender Document signed in all pages
- 4) Annexure I A – Non-Price Bid duly filled in
- 5) Income Tax PAN copy and latest IT return copy
- 6) Service Tax Registration Copy
- 7) Latest Solvency Certificate
- 8) Budgetary Price Bid – Annexure II-A

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)
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