

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

TENDER ENQUIRY NO.PURCHASE:ENQ: 20103000137

DATE: 08/07/2010

ISSUED TO

Sub: **Clearing of spillages in tippler, depither and classifier building during bagasse receipt season in both bagasse yards-I & II for 2010-11**

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

Envisaged period of contract shall be for One year from 01/10/2010 to 30/09/2011.

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

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

Tenderer shall submit the following in Non-Price Bid

- Copies of documentary evidence for experience in handling labour related works for a value not less than **Rs 5 lakh** against single order in one year period in any reputed concerns/ Government organizations. Necessary proof to this effect such as copies of work order/contract and invoices with payment receipts 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 1,00,000/-** in the form of Demand Draft in favour of "TAMIL NADU NEWSPRINT AND PAPERS LIMITED" drawn on any of the Nationalized Banks, payable at KARUR. Alternatively an unconditional bank guarantee for a like amount issued by a bank acceptable to TNPL as per Proforma

enclosed as Appendix-I shall be submitted in the Non-Price Bid. The Bank Guarantee shall be valid for 90 days beyond the validity of the Tender.

- 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 and "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 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 Websites ( [www.tnpl.co.in](http://www.tnpl.co.in)) and participate in the Reverse Auction. In case of any problem, please contact Sr. Manager (Purchase) at 9442591383 or 04324 -277001 to 277010, Fax No.04324 -276368.

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-in-charge to understand the nature of work involved and
- Human Resources Department (HRD) 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 Purchase Department not later than 3.00 PM of **29/07/2010**.

for **TAMIL NADU NEWSPRINT AND PAPERS LIMITED**

**ASST. GENERAL MANAGER (PURCHASE)**

Encl. : a.a.

**ANNEXURE-I****1 SCOPE OF WORK**

Scope of work shall be generally cleaning of bagasse spillages at the tippler, classifier building and depither area and dumping the same at the area as indicated from time to time. The detailed scope of work shall be as mentioned below:

**2 DETAILED SCOPE OF WORK**

- 2.1 Clearing the spillages in and around the tippler platform including the top of the AC roof adjacent to the hoppers of both unloading stations.
- 2.2 Clearing the spillages at the apron conveyors and on equipments below the hopper of both unloading stations.
- 2.3 Clearing of spillages on the conveyor feeding to the classifier.
- 2.4 Clearing of any jam and other spillages at various equipment in the classifier and tipplers.
- 2.5 Clearing spillages from conveyors & equipments in depither building.
- 2.6 Clearing of spillages from the conveyors leading to the stacker and on the stacker of both yards.
- 2.7 Clearing of spillages from pith conveyor-1.
- 2.8 The above areas are indicative. However, on the specific instructions from Engineer-in-charge, the contract workmen have also to work in other areas of Pulp Mill as and when required.

All the spillages collected as indicated above shall be dumped in the respective areas as directed by the Engineer-in-charge.

**3 MATERIALS SUPPLIED BY TNPL**

- 3.1 TNPL shall provide Front End Loader for clearing the bagasse spillages collected in the above mentioned areas. The loader shall be utilized judiciously and at no time the loaders are to be used for transfer of any other material from one place to another.
- 3.2 However, the failure of Front End Loader will not be considered as an excuse for non-compliance of contractual obligations.
- 3.3 The required diesel and lubricants for these equipments shall be issued to the Tenderer free of charge for which he will take the vehicle to the respective spots. However, the Tenderer has to maintain a log book for each vehicle and the same shall be countersigned by Engineer-in-charge for having used the fuels and lubricants exclusively for these equipments.

- 3.4 Tenderer shall carry out periodical servicing of TNPL's Equipments such as but not limited to tyre inflating, radiator cleaning and other minor rectification works making use of the facilities available at TNPL Auto workshop. Major breakdowns, if any shall be attended by TNPL.
- 3.5 The vehicles shall be taken to TNPL's Auto workshop for regular maintenance as per the schedule drawn by the Engineer-in-charge.
- 3.6 If any of the equipments of TNPL is damaged due to maloperation by the Tenderer, the cost of rectification for such damages shall be debited to the Tenderer's account.
- 3.7 The required tools like spikes and baskets shall be supplied by TNPL and shovels will be given only in the beginning and have to be returned at the end of the contract.

#### **4 MAINTENANCE OF RECORDS**

- 4.1 Tenderer shall maintain a field order book and get the instructions recorded in the book and the book should be countersigned by the Engineer-in-charge regularly certifying that the Tenderer having carried out these works satisfactorily. Field order book should necessarily be accompanied with the bill for payment and without which payment will not be made.

- 4.2 The average manpower requirement shall be as detailed below:

##### **Category I For Single yard operation:**

6 mandays in General shift, 6 mandays per shift, 1 Driver in General shift for about 3 months.

##### **Category II For both yards operation:**

6 mandays in General shift, 10 mandays per shift, 1 Driver in General shift for about 9 months.

- 4.3 If the Engineer-in-charge is not satisfied with the work, he, at his discretion can insist the Tenderer to increase the manpower as well as working time to complete the work satisfactorily within the specified time to provide the area clean and tidy and without any loss of production. The number of persons required for the job shall be decided mutually and if the Tenderer fails to carry out the instructions given by the Engineer-in-charge, the Engineer shall initiate action to get the left out work get done through some other agency and cost thus incurred shall be debited to the Tenderer's account without any prejudice.
- 4.4 Tenderer shall raise monthly bill and the same shall be certified by Engineer-in-charge advising deduction if any, as said in the above Clause.

- 4.5 If the work is carried out by the Tenderer only for a part of the month, or the contract is terminated in between, the bill shall be certified for the value on pro-rata for the actual number of mandays worked. Also in the event of any shortfall in the number of mandays deployed / engaged, prorata deduction shall be made.
- 4.6 Tenderer shall also retain a competent **Supervisor in General shift** to collect the instructions from Engineer-in-charge and lead the employees of the Tenderer to achieve the maximum production with desired quality level.

## 5 PAYMENT TERMS

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

- 5.1 85% of the certified bill value shall be released withing 15 days from the date of receipt of certified bills at Accounts department.
- 5.2 15% shall be withheld and released in parts towards payment of bonus to the labourers. Any balance shall be held on retention money and released interest free on satisfactory completion of the contract after adjusting for increase/decrease in VDA component.

## 6 CONTRACT PERIOD

The rate contract shall be for a period of one year from 01/10/2010 to 30/09/2011. However, the period may be extended on the existing terms and conditions mutually agreed.

Incase the performance of the Tenderer is not satisfactory, TNPL reserves the right to terminate the contract without any prejudice giving a notice of 15 days. In case of such termination, the Security Deposit of Rs 1,00,000/- shall be forfeited.

## 7 OTHER TERMS & CONDITIONS

- 7.1 Tenderer shall quote the rates against each item after thoroughly assessing the quantum/nature of work. The rates quoted shall remain firm & fixed without any escalation. In case the Tenderer withdraws from the Tender on a later date for any reason the EMD submitted shall be forfeited without any prejudice.
- 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 if any 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 TNPL reserves the rights to short close the contract at any time depending upon the necessity. Tenderer are not eligible to claim any compensation on this account.

**7.4** The rates offered shall be firm and fixed during the tenure of the contract without any escalation whatsoever.

**7.5** Tenderer shall specify separately while quoting the rates, whether the Service is taxable.

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

**7.6** It is the responsibility of the Tenderer to keep the entire area indicated in the Tender clean and tidy (House keeping) by employing the requisite manpower and implements for working.

**7.7** Tenderer shall comply with all labour rules and regulations enclosed as **Annexure-III**, with respect to deployment of labour from time to time regarding minimum wages, EPF, Bonus and other statutory regulations.

**7.8** Drivers engaged by the Tenderer should possess valid driving license. The equipment operators should possess the following minimum requirements.

**7.8.1** Educational Qualification : 8th Standard Pass -

should be able to speak, read and write Tamil.

**7.8.2** Age : Not less than 25 Years.

**7.8.3** Height/Weight : 160 CM. and above/48 Kgs.

**7.8.4** Medical Fitness : Certificate regarding the Health, Eye sight and Colour Blindness should be produced.

7.8.5 Experience : Not less than 3 years experience in driving/ operating the HEAVY TRANSPORT VEHICLES.

**7.8.6** Service : Should have Accident Free Service.

Persons with the above minimum qualification if found fit by TNPL Auto Section shall be given training at Main Site. Only those who have successfully completed the training will be taken as Front End Loader Operators.

7.9 Tenderer shall comply with all safety rules & regulations of TNPL.

7.10 Tenderer shall submit the offer LUMP SUM BASIS against each category as per the Proforma (Annexure II-A & B) enclosed.

7.11 Both the electrical connection/equipments and mechanical lifting tools and tackles if any, are to be certified by our Engineers before the equipments are taken into operation. Further, the Tenderer's equipments are to be examined by our Engineers and the Tenderer should maintain a record for verification/clarification.

7.12 The contract shall be deemed to have been entered into at Kagithapuram, Karur Dt and the courts at Karur shall be the forum for legal proceedings, if any, connected with this contract.

7.13 Tenderer shall adhere to the general terms and conditions of TNPL in toto.

**ANNEXURE I A- NON-PRICE BID**

**Sub: Clearing of spillages in tippler, depither and classifier building during bagasse receipt season in both bagasse yards-I & II 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  | <b>Experience</b><br>(Particulars to be given with references and documentary evidences for experience in handling labour related works for value not less than Rs 5 lakh against single order in one year period in any reputed concerns/ Government organizations. Necessary proof to this effect such as copies of work order/ contract, invoices with payment receipts are to be enclosed). | -- |
| 6  | No. of employees presently engaged by the Tenderer in his present establishment.  | -- |
| 7  | No. of qualified staff presently engaged by the Tenderer.   | -- |
| 8  | Name of bankers.  | -- |
| 9  | Provident Fund/ESI code numbers if any. (Proof of registration to be enclosed)  | -- |
| 10 | Whether the Tenderer enjoys any overdraft arrangement with the bankers and if so, give particulars.   | -- |

- 11 Working capital of the Tenderer. --
- 12 Is the Tenderer an income-tax assessee? **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 Agreeable to take up the work as per Tender -- Yes / No
- 16 **E.M.D. AMOUNT :** --  
Have you enclosed EMD in NON-PRICE Bid Envelope for an amount of Rs 1,00,000/- 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 No. :

E-Mail ID:

(SIGNATURE WITH SEAL)

**ANNEXURE - II A - BUDGETARY PRICE BID**  
**PROFORMA**

To

Tamil Nadu Newsprint and Papers Limited  
Kagithapuram - 639 136.

Sir,

**Sub: Clearing of spillages in tippler, depither and classifier building during bagasse receipt season in both bagasse yards-I & II for 2010-11**

Ref: Tender Enquiry No. PUR:ENQ: 20103000137 dt. 08/07/2010

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

Sl. No.	Description	Lumpsum Rate per month Rs.
1	<b><u>CATEGORY-I</u></b>	
	<input type="checkbox"/> For single yard operation with	
	} ----->	
	6 Mandays in "G" shift, 6	}
	Mandays per shift, 1 Driver in	}
	"G" shift and 1 Supervisor in	}
	"G" shift.	}
2	<b><u>CATEGORY-II</u></b>	
	<input type="checkbox"/> For both yards operation with	
	} ----->	
	6 Mandays in "G" shift, 10	}
	Mandays per shift, 1 Driver in	}
	"G" shift and 1 Supervisor in	}
	"G" shift.	}

Please indicate whether the Rates are Inclusive or Exclusive of **Service Tax**

Note: During the contract period, Single Yard operation is envisaged for 3 months and both yards operations are envisaged for 9 months. The above detail is only indicative and may vary. However, the manpower draw/yards operation shall be at the discretion of TNPL and depending upon the quantum of receipt of bagasse.

NAME :  
ADDRESS :  
Contact Phone No. :

SIGNATURE WITH DATE

**Tamil Nadu Newsprint and Papers Limited**

Tender No .Purchase: ENQ: 20103000137 dt. 08/7/2010

Mobile No. :  
E-Mail ID :

**ANNEXURE - II B – FIRM PRICE BID**  
**PROFORMA**

To

Tamil Nadu Newsprint and Papers Limited  
Kagithapuram - 639 136.

Sir,

**Sub: Clearing of spillages in tippler, depither and classifier building during bagasse receipt season in both bagasse yards-I & II for 2010-11**

Ref: Tender Enquiry No. PUR:ENQ: 20103000137 dt. 08/07/2010

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

Sl. No.	Description	<b>Lumpsum Rate per month Rs.</b>
1	<b><u>CATEGORY-I</u></b>	
		<input type="checkbox"/> For single yard operation with } ----> _____
	6 Mandays in "G" shift, 6 Mandays per shift, 1 Driver in "G" shift and 1 Supervisor in "G" shift.	} } }
2	<b><u>CATEGORY-II</u></b>	
		<input type="checkbox"/> For both yards operation with } ----> _____
	6 Mandays in "G" shift, 10 Mandays per shift, 1 Driver in "G" shift and 1 Supervisor in "G" shift.	} } }

Please indicate whether the Rates are Inclusive or  
Exclusive of **Service Tax**

Note: During the contract period, Single Yard operation is envisaged for 3 months and both yards operations are envisaged for 9 months. The above detail is only indicative and may vary. However, the manpower draw/yards operation shall be at the discretion of TNPL and depending upon the quantum of receipt of bagasse.

NAME :  
ADDRESS :  
Contact Phone No. :

SIGNATURE WITH DATE

**Tamil Nadu Newsprint and Papers Limited**

Tender No .Purchase: ENQ: 20103000137 dt. 08/7/2010

Mobile No. :  
E-Mail ID :

### PROCESS COMPLIANCE STATEMENT

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

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

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

- 1 We will not divulge either our Bids or those of other Bidders to any other external party.
- 2 We agree to non-disclosure of trade information regarding work, identify of TNPL, Bid process, Bid Technology, Bid documentation and Bid details.
- 3 Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
- 4 Based on the competitive quotes received, TNPL's decision will be final and binding on us.
- 5 Our participation in a bid event is by invitation from TNPL.
- 6 TNPL is not obliged to place the contract if the expected price of the lots or event is not met. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
- 7 We will call TNPL – Purchase Dept. and make a proxy bid if Internet connection is down. However, this has to be confirmed and endorsed by us using alternative communication such as Fax immediately (Fax No.04324–276368) and marked predominantly as "Reverse Auction" bid to the attention of Senior Manager (Purchase) and the Fax transmission to be informed to TNPL over Phone. Time of receipt of Fax will be considered as receipt of Bid. No Fax shall be accepted if the same is received 10 minutes before closing of the auction. Fax to be addressed to Senior Manager (Purchase).
- 8 Bids once made can not be withdrawn or modified under any circumstances.
- 9 TNPL can decide to extend, reschedule or cancel the auction.
- 10 Bids can not be increased. Subsequent bids from the same contractor need to be lower by atleast the minimum bid decrement from the lower bid.
- 11 We shall indemnify and hold TNPL, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.

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

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

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

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

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

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

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

**ANNEXURE III**  
**TERMS AND CONDITIONS FOR DEPLOYMENT OF CONTRACT LABOUR**  
**FOR THE YEAR - 2010 -11**

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

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

1.1 Contractor has to produce the following documents to Principal Employer to register his contract with Deputy Chief Inspector of Factories, Trichy jurisdiction :

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

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

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

**LICENCE FEE STRUCTURE**

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

Licence amendment fees Rs.50/-

Renewal fees – Initial - 100%

Surcharge – Initial – 50%

Duplicate licence fees – Rs.50/-

1.2.5 Certificate by TNPL in Form V.

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

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

S.No.	Category	Basic Wage per day (As on 01/09/2010) Rs.	Special Pay / Month Rs.
1	Helper	125.82	883.00
2	Driver	139.64	981.00

**3 DEARNESS ALLOWANCE (Includes FDA AND VDA)**

3.1.1 FDA : Rs 1,031.70 per month.

3.1.2 VDA : In addition to amount payable at " 3.1.1 " above, VDA at the rate of Rs. 1.60 per point increase above 2,590 points in All India Consumer Price Index (Base 1960 = 100). For the quarter ending September 2010, VDA is Rs 2088 per month at 3895 points. Any increase or decrease above 3895 points will be borne by TNPL / recovered from the Tenderer.

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

**4 ALLOWANCES / OTHER BENEFITS**

4.1 House Rent Allowance Rs 7/- per day of attendance.

4.2 Night Shift Allowance Rs 3/ per Night Shift.

4.3 Health Allowance Rs 2 per day of attendance

4.4 Funeral expense Rs 1,500/- to the dependant of the deceased in the event of death of a contract workman, while in service.

4.5 Family Planning incentive Rs 1,500/- + 7 days special leave with wages.

4.6 6 one quire small size note books + Four (4) one quire long size note books to be distributed through Contractors' Association at 50% of market rate.

4.7 Male contract labour are to be provided with one pair of safety shoes plus 2 pairs of socks worth Rs.600/- and Female contract labour are to be provided with Rs.400/- for purchase of chappals on their own.

4.8 Whenever, contract workmen engaged by the Tenderer are required to be deputed to other places, TNPL shall reimburse the Tenderer such expenses at rates determined by the company. Tenderer has to submit invoice duly certified by the Head of the Department of the User Department. Tenderer shall also provide advance, as and when required, for the contract labour thus deputed for outstation works.

## 5 OVERTIME WAGES

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

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

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

- **No reimbursement for EPF / EPS remittances.**

### **EMPLOYEES DEPOSIT LINKED INSURANCE (EDLI) :**

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

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

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

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

### **PF Loan Recovery:**

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

## 7. ANNUAL INCREASE

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

**8. WAGES**

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

**9. LEAVE WITH WAGES**

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

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

**10. BONUS**

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

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

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

**11. INSURANCE**

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

**I . Workman Compensation Insurance :**

Premium: (Per day wage X No. of contract Labour X No. of days X 30.15) / 1000 +

Service Tax.

II. **Road Safety Package Insurance :**

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

Sum assured for Road Safety Package Insurance Policy :

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

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

III. **Annual Group Insurance :**

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

Sum Assured for Annual Group Insurance Policy :

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

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

IV. **Personal Accident Insurance :**

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

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

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

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

**12. SAFETY**

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

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

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



**14. MAINTENANCE OF REGISTERS / RECORDS**

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

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

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

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

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

- a) Attendance Register
- b) Payment of Wages Register (Wages Acquittance)
- c) Payment of Bonus / Festival Advance Acquittance
- d) Proof for the disbursement of Note Books, Issuance of Shoes and other issues made in contract period.
- f) Proof for the submission of following documents at RPFC, Trichy along with copies of Form No.3-A, Form No.9, Form No.5, Form No.2, Form No.6-A, Form No.10, Form No.12—A
- g) PF/EPF dues remitted original challans for every month for the contract period

- h) Form-23 – Annual Accounts Slips to be obtained from RPFC, Trichy upto last financial year.
- I) Indemnify Bond in Rs 100/- stamp paper duly attested by Notary Public to comply with all the statutory dues / payments etc., to his contract workers.
- j) In order to keep cleaner working environment and minimize the loss of resources and pollution during handling, the tenderer shall follow the required procedures.

## **16. SCHOOL FEES**

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

## **17. PENALTY**

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

If the Contractor fail to comply the above clauses from 1 to 10 of Annexure - I within the stipulated days, TNPL has the right to deduct 5% of the deviated amount payable as penalty besides deducting the amount from the bills of the contractor.

---

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) Demand Draft for tender fee Rs.500/- incase of tender document downloaded from the wesite.
- 3) EMD as per Tender
- 4) Tender Document signed in all pages
- 5) Annexure I A – Non-Price Bid duly filled in
- 6) Annexure II A – Budgetary Price Bid with due signature in all pages (Quote should be indicated both in Figures and Words)
- 7) Process Compliance Statement with due signature
- 8) Income Tax PAN copy and latest IT return copy
- 9) Service Tax Registration Copy
- 10 ) Latest Solvency Certificate

Documents to be included in **Firm Price Bid Envelope:**

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