

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

TENDER NO.TOS:ENQ:20103000149

Date:20/07/2010

ISSUED TO

Sub: **Providing manpower assistance for 2010-11 to carry out various operational works and for overhauling and off-season maintenance works at M/s TERRA Energy Limited, subsidiary of M/s Thiru Arooran Sugars Ltd., A Chittur**

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

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

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 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 superscripting 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 for experience in carrying out works by engaging suitable manual workforce for a value not less than **Rs 5 lakh** against single order 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 70,000/- 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. In case 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 / A Chittur and contact

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

Tender consisting of both 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 **09/08/2010**.

for **TAMIL NADU NEWSPRINT AND PAPERS LIMITED**

Asst. General Manager (TOS)

Encl. : a.a.

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

The scope of work shall be providing appropriate manpower assistance for carrying out following jobs:

Bagasse handling system including depither, compactors and front end loader operation

- 1.1 The job involves upkeep of entire bagasse handling system, Cleaning of bagasse spillage etc., operation and maintenance of Depithers, conveyors, bagasse compactors and front-end loaders.
- 1.2 Operation of Weighbridge and maintenance of proper records for Coal, bagasse and miscellaneous items at the Weighbridge, preparation of despatch documents for bagasse carrying trucks and receipt of documents for fuel and analysis (Moisture & GCV) of receipt fuel and despatched bagasse by engaging a qualified Chemistry Graduate.
- 1.3 Apart from the above scope of work any other job necessitated in the operation and maintenance of the equipments shall also be carried out by the Tenderer as directed by the Engineer-in-charge.

SCOPE OF WORK – II

The scope of work shall be supply of necessary skilled / unskilled manpower for carrying out housekeeping, maintenance and overhauling of our various installations at the above site and supervise as per the instructions of the Engineer-in-charge. The job also involves regular cleaning of site and surroundings.

1.4 Material supplied by TNPL

TNPL shall provide front-end loaders for bagasse handling operation. The loaders 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.

The required diesel and lubricants for these equipments shall be issued to the Tenderer free of charge. However, the Tenderer has to maintain a logbook for each vehicle and the same shall be countersigned by Engineer-in-charge for having used the fuels and lubricants exclusively for these equipments.

Tenderer shall carry out periodical servicing of TNPL's Equipments such as but not limited to water washing, tyre inflating, radiator cleaning and other minor rectification works. Major breakdowns, if any shall be attended by TNPL.

If any of the equipments of TNPL is damaged due to maloperation by the Tenderer's workers, the cost of rectification for such damages shall be debited to the Tenderer's account.

1.5 Material and Manpower supply by Tenderer

Tenderer shall provide necessary operator/driver for operating the front-end loaders.

The operators employed shall be competent and experienced and shall possess heavy-duty driving license.

TNPL Engineer shall at his discretion, after ascertaining the fact that the particular driver is incompetent to operate this costly equipment, may disqualify the driver and the tenderer shall terminate the services of the driver. All the operators/drivers shall be tested prior to operating the equipments and only those found competent by the Engineer-in-charge shall be allowed to operate.

The necessary manpower and other tools like shovels, baskets etc for cleaning the conveyors and the yard shall be arranged by the tenderer.

1.6 Working time and Maintenance of records

The scope of work envisaged under this contract shall be carried out round the clock.

In case of any breakdown or a planned shutdown of the plant, the tenderer shall be informed accordingly and it is the responsibility of the tenderer to plan his manpower and resources accordingly. TNPL shall not pay any idle charge for the tenderer's work force under such circumstances.

Tenderer is expected to maintain logbook for all the vehicles issued to him and this book shall be the property of TNPL. Tenderer shall also maintain field order book for recording instruction given from time to time. Field order book shall be countersigned by Engineer-in-charge at regular interval.

Tenderer at his expenditure shall keep his representative to maintain all statutory records and collect the instructions from the Engineer-in-Charge. As per the work demand, the tenderer has to increase/decrease the manpower for all categories of work. The Engineer-in-charge is the sole authority for deciding the requirement and his instructions/ decisions shall be final and binding on the tenderer.

If the Engineer-in-charge is not satisfied with the performance of the tenderer and in the event of tenderer's failure to come up to the expectation of TNPL, the Engineer-in-charge is empowered to take corrective action which includes to get the work done through some other agency, to prevent stoppage of the plant due to failure of the tenderer and the cost thus incurred shall be debited to the tenderer's account.

2 **Tentative manpower requirement shall be as below:**

| Category | Sugar season | Off-season Maintenance | Total Mandays |
|------------------|---------------|---------------------------|------------------|
| W.B. Assistant | 810 | 10 | 820 |
| Lab Assistant | 810 | 10 | 820 |
| Work Assistant | 270 | 35 | 305 |
| FEL Driver | 810 | 30 | 840 |
| Fitter-mate | 810 | 250 | 1,060 |
| Welder | 270 | 45 | 315 |
| Unskilled labour | 6,480 | 1,250 | 7,730 |
| Electrician | 810 | 90 | 900 |
| Total | 11,070 | 1,720 | 12,790 |

The requirement of manpower mentioned above is only indicative and may vary on either side. However, TNPL shall not give guarantee for any minimum requirement of manpower.

3 **PAYMENT TERMS**

Tenderer shall raise running bills **once in a Month** and the same shall be duly certified by the Engineer-in-charge. Payment shall be effected as follows:

- 3.1 90% of the certified bill value shall be released within 15 days from the date of receipt of certified bills at Accounts department.
- 3.2 10% shall be withheld as retention money and released on satisfactory completion of the contract.

4 **VALIDITY OF THE CONTRACT**

SCOPE OF WORK – I

The Bagasse Handling Plant operation period shall be from the commencement of Sugar season tentatively from 15/10/2010 to 15/06/2011 and from 15/08/2011 to 30/09/2011. Depending upon the bagasse procurement schedule/crop position, TNPL may operate the site throughout the season or may delay the commencement of the Off-site operation or short close the operation. Hence manpower shall be engaged depending upon the work demand only and the tenderer will be paid on the actual deployment.

SCOPE OF WORK-II

The tentative maintenance period shall be from 01/10/2010 to 14/10/2010 and 16/06/2011 to 14/08/2011. However, TNPL may also postpone the commencement of the maintenance work or the period may be extended or short closed on the existing terms and conditions depending upon the maintenance work involved.

During maintenance period the manpower shall be engaged depending upon the work demand.

During the tenure of the contract if the tenderer's performance is found unsatisfactory, TNPL reserves the right to terminate the contract without any prejudice by giving a notice of 15 days. In case of such termination, the security deposit of Rs 70,000/- shall be forfeited.

5 OTHER TERMS & CONDITIONS

- 5.1 Apart from the scope of work, any other job necessitated in the operation and maintenance of the plant shall also be carried out by the tenderer as directed by our Engineer-in-charge.
- 5.2 After award of contract to the successful tenderer (contractor), if the contractor withdraws from the work on a later date during the contract period for any reason, security deposit submitted by the contractor shall be forfeited without any prejudice, besides the contractor will not be considered for any future tenders in TNPL for a minimum period of 3 years.
- 5.3 TNPL reserves the right to terminate the contract at any time and make alternate arrangements at tenderer's risk and cost, in the event of his failure to mobilize the adequate labour and discharge duties as per tender conditions. Tenderer is not eligible to claim any compensation on this account.
- 5.4 Tenderer shall quote the rates against each item after thoroughly assessing the quantum/nature of work. The rates quoted by him shall remain firm and fixed without any escalation. 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.
- 5.5 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. 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:

- 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".

- 5.6 Tenderer shall comply with all labour rules and regulations enclosed as **Annexure-III**, with respect to deployment of labour from time to time regarding wages, EPF and other statutory regulations.
- 5.7 It is the responsibility of the tenderer to keep the entire area indicated in the tender clean and tidy by employing the requisite manpower and implements for working.
- 5.8 Tenderer shall comply with all safety rules and regulations of TNPL.
- 5.9 The necessary manpower and other tools like shovels, baskets etc for carrying out the work shall be arranged by the tenderer. However, consumable such as gas, welding electrodes, grinding wheel, grease, lubricants and spares shall be provided by TNPL free of cost.
- 5.10 The drivers engaged by the tenderer should possess valid driving license. The Front End Loader Drivers should possess the following minimum requirements.
- | | | |
|----------------------------------|---|--|
| 5.10.1 Educational Qualification | : | 8th Standard Pass - should be able to speak, read and write Tamil. |
| 5.10.2 Age | : | 25 to 35 Years. SC/ST - 25 to 40 Years. |
| 5.10.3 Height/Weight | : | 160 CM. and above/48 Kgs. |
| 5.10.4 Medical Fitness | : | Certificate regarding the Health, Eye-sight and Colour Blindness should be produced. |
| 5.10.5 Experience | : | Not less than 3 years experience in driving/operating the <u>HEAVY TRANSPORT VEHICLES</u> . |
| 5.10.6 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.

- 5.11 The minimum qualification for Lab Chemist and Weigh Bridge Assistant/Work Assistant shall be "Chemistry Graduate" and "Graduate" respectively.
- 5.12 Tenderer shall arrange to provide sufficient number of persons to fulfill the requirement and avoid engaging persons on overtime.

- 5.13 The workers engaged shall be given weekly off regularly and the tenderer shall arrange sufficient manpower to compensate the same.
- 5.14 No contract labour shall be stopped or new contract labour engaged without the consent of Off-site Department / HR Department.
- 5.15 Contract manpower to be deployed under this contract shall be approved by the Officer-in-charge in the Off-site Dept. and Human Resources Dept of TNPL.
- 5.16 The scope of work envisaged under this contract shall be carried out round the clock, if deemed necessary.
- 5.17 In case of any emergency of the plant, the tenderer shall be informed accordingly and it is responsibility to plan their manpower and resources accordingly. TNPL shall not pay any idle charge for tenderer's work force under such circumstances.
- 5.18 Tenderer shall maintain field order book for recording instructions given from time to time. Field order book shall be countersigned by Engineer-in-charge at regular intervals.
- 5.19 As per the work demand, the tenderer has to increase/decrease the manpower for all categories of work. The Engineer-in-charge is the sole authority for deciding the requirement and his instructions/decisions shall be final and binding on the tenderer. The work allocation for the labour engaged shall be decided by the Site-in-charge/Site Engineer.
- 5.20 Tenderer has to supply required manpower on day to day basis. If any of the contract labour works more than 16 hours continuously due to non supply of manpower, a sum of Rs 200/- will be imposed for each contract labour for each occurrence.
- 5.21 Similarly if the representative does not turn up for arranging the required manpower, a sum of Rs 200/- will be imposed as a penalty for each occurrence.
- 5.22 In case of non supply of skilled labourers, if TNPL engages the skilled labourers by deputing from other off-sites, the actual cost incurred by TNPL for such deputation of skilled labour from other off-sites shall be deducted from Tenderer's running bills.
- 5.23 If the Engineer-in-charge is not satisfied with the performance and in the event of Tenderer's failure to come up to the expectation of TNPL, the Engineer-in-charge is empowered to take corrective action which includes to get the work done through some other agency, to prevent stoppage of the plant and the cost thus incurred shall be recovered from tenderer's running bills.
- 5.24 Tenderer, at his expenditure shall keep their representative to maintain all statutory records and collect the instructions from the Engineer-in-charge.
- 5.25 Tenderer is required to register with the appropriate authorities and obtain

necessary contractor license for deployment of labour under this contract.

- 5.26 Both the electrical connection/equipments and mechanical lifting tools and tackles if any, are to be certified by our Engineers before the equipments are taken into operation. Further, the tenderer's equipments are to be examined by our Engineers and the tenderer should maintain a record for verification / clarification. The record shall be produced by the tenderer at the time of inspection by the appropriate authorities.
- 5.27 Whenever, contract workers engaged by the tenderer are required to be deputed to other places, they are eligible for TA/DA and lodging expenses as per prevailing rules. TNPL shall reimburse such expenses to tenderer against submission of invoice duly certified by the HOD's of the User department. Tenderer shall also provide advance, as and when required, for the workers thus deputed for outstation works.
- 5.28 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.
- 5.29 In case of any accident to contract workers inside the TNPL installation, it is the responsibility of the tenderer to arrange medical facility to the contract workers. Documents such as initial medical admission report, periodical medical report should be submitted to the concerned Site in charge for every 15 days. Further the documents like discharge summary and fitness certificate given by the Hospitals are to be submitted to the concerned Site-in-charge. After compliance of the above, the work completion certificate will be given by Site-in-charge.
- 5.30 All the contract workers engaged for the work should wear safety helmets, failing which a fine of Rs 5 per occurrence shall be deducted from the tenderer's bill. Initially TNPL shall provide helmets to all the contract workers. Any loss / damage to safety helmets, the cost of helmets shall be deducted from tenderer's bill.
- 5.31 All the workers engaged by the tenderer shall be covered under Workmen Compensation Insurance and Road Safety Insurance Policy for a value of Rs One Lakh as per instructions of H R department and Off-site department.
- 5.32 Tenderer shall provide the required manpower as per tender and to carry out the work as per terms and conditions of the contract. In case of any deviation, TNPL may impose penalty at the discretion of Engineer-in-charge and is binding on the Tenderer.
- 5.33 Tenderer shall adhere to general terms and conditions of TNPL in toto.

LOCATION OF THE SITE

The above scope of work is to be carried out at M/s TERRA Energy Ltd., subsidiary of M/s Thiru Arooran Sugars Ltd., A Chittur. The site is about 190 KM away from our main site.

ANNEXURE I A – NON-PRICE BID

Sub: **Providing manpower assistance for 2010-11 to carry out various operational works and for overhauling and off-season maintenance works at M/s TERRA Energy Limited, subsidiary of M/s Thiru Arooran Sugars Ltd., A Chittur**

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 (documentary evidence for experience in carrying out works by engaging suitable manual workforce for value not less than Rs 5 lakh against single order in any reputed concerns/ Government organizations. Necessary proof to this effect such as copies of work order/contract and invoices with payment receipts are to be enclosed) | -- |
| 6 | No. of employees presently engaged by the Tenderer in his present establishment. | -- |
| 7 | No. of qualified staff presently engaged by the Tenderer. | -- |
| 8 | Name of bankers. | -- |
| 9 | Provident Fund/ESI code numbers if any. (Proof of registration to be enclosed) | -- |
| 10 | Whether the tenderer enjoys any Overdraft arrangement with the Bankers and if so, give particulars. | -- |
| 11 | Working capital of the tenderer. | -- |

- 12 Is the Tenderer an Income-tax Assessee? Copy of latest IT return along with PAN No. has to be produced. --
- a) PAN No. :
b) Status (Please tick) : Company / Non-company
c) TNGST Regn.No. & Date :
- 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 70,000/-
Please furnish DD No. & Date, Name of the bank.
- 17 **TENDER FEE:**
Have you (**Tenderers who have downloaded -- tender document through Websites**) enclosed a non-refundable Tender Fee by way of separate DD for an amount of Rs 500/-
Please furnish DD No. & Date, Name of the bank.
- 18 **VALIDITY OF OFFER :** --
Agreeable to keep the offer valid for a minimum period of 90 days from the due date and the rates valid for one year.
- 19 Have you taken up any work earlier in TNPL? If so, furnish order particulars with copies of orders --

NAME :
ADDRESS :

(SIGNATURE WITH SEAL)

DATE :

Contact Phone No. :

Mobile No. :

ANNEXURE II-A
"BUDGETARY PRICE BID"

To

Tamil Nadu Newsprint and Papers Limited
Kagithapuram 639 136

Sir,

Sub: **Providing manpower assistance for 2010-11 to carry out various operational works and for overhauling and off-season maintenance works at M/s TERRA Energy Limited, subsidiary of M/s Thiru Arooran Sugars Ltd., A Chittur**

Ref: Tender Enquiry No.TOS:ENQ:20103000149 dt 20/07/2010

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

| S No | Description | Rate/Manday (Rs.P.) |
|------|---|---------------------|
| 1 | Weighbridge Assistant (Graduate) | _____ |
| 2 | Lab Assistant (Chemistry Graduate) | _____ |
| 3 | Work Assistant (Graduate) | _____ |
| 4 | Front End Loader Driver (Valid license holder for Heavy Vehicle Driving) | _____ |
| 5 | Fitter-mate | _____ |
| 6 | Welder | _____ |
| 7 | Unskilled labour | _____ |
| 8 | Electrician | _____ |

Above unit rates are exclusive of Service Tax.

% Service Tax _____

NAME :
ADDRESS :
DATE :
Contact Phone No. :
Mobile No. :

SIGNATURE

ANNEXURE II-B
"FIRM PRICE BID"

To

Tamil Nadu Newsprint and Papers Limited
Kagithapuram 639 136

Sir,

Sub: **Providing manpower assistance for 2010-11 to carry out various operational works and for overhauling and off-season maintenance works at M/s TERRA Energy Limited, subsidiary of M/s Thiru Arooran Sugars Ltd., A Chittur**

Ref: Tender Enquiry No.TOS:ENQ:20103000149 dt 20/07/2010

I/We hereby confirm having gone through your tender enquiry cited above in detail and am/are pleased to submit my/our most competitive firm rates for manpower supply as follows:

| S No | Description | Rate/Manday (Rs.P.) |
|------|---|---------------------|
| 1 | Weighbridge Assistant (Graduate) | _____ |
| 2 | Lab Assistant (Chemistry Graduate) | _____ |
| 3 | Work Assistant (Graduate) | _____ |
| 4 | Front End Loader Driver (Valid license holder for Heavy Vehicle Driving) | _____ |
| 5 | Fitter-mate | _____ |
| 6 | Welder | _____ |
| 7 | Unskilled labour | _____ |
| 8 | Electrician | _____ |

Above unit rates are exclusive of Service Tax.

% Service Tax _____

NAME :
ADDRESS :
DATE :
Contact Phone No. :
Mobile No.:

SIGNATURE

ANNEXURE-III
TERMS AND CONDITIONS FOR DEPLOYMENT OF CONTRACT LABOUR

Tenderer shall comply with the following labour statutes relating to employment of contract workmen and pay wages and other allowances, as mentioned below:

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 Cuddalore / 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 license with the Inspector of Factories, Villupuram / Cuddalore / Tanjore. The tenderer 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, the Contractor or his personnel will not be permitted to enter the work premises and take up the work.

- 1.3 Contractor shall comply with all labour statutes relating to contract labour and adhere to Contract Labour (Regulation and Abolition) Act, 1970 and Tamil Nadu Contract Labour Rules 1975. All records and registers under the Contract Labour (Regulation & Abolition) Act, 1970 should be submitted to HR Department (Principal Employer) periodically and to Inspector of Factories / Deputy Chief Inspector of Factories/Joint Chief Inspector of Factories/Chief Inspector of Factories during their inspection and whenever and wherever required to do so.

(a) Every contractor shall maintain the following Statutory Registers under Contract Labour (Regulation and Abolition) Act, 1970.

- a. Muster Roll in Form – XVI
- b. Register of Wages in Form – XVII
- c. Register of deduction for damages or loss in Form – XX
- d. Register of Over Time in Form – XXIII
- e. Issuance of Wage Slip in Form – XIX

(b) Annual Statutory Compliances

- | | | |
|------------|---|---|
| January 30 | - | Half yearly Returns to be submitted to Licensing Officer (in duplicate) |
| July 30 | - | Half Yearly Returns to be submitted to Licensing Officer (in duplicate) |
| October 31 | - | Renewal of Contract License from concerned Inspector if 20 or more are employed |

2 WAGES / EPF & EPS

- 2.1 Tenderer 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's workers shall be provided with Safety Shoes, Safety dress if instructed by the Department. 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 **INSURANCE**

Tenderer should cover his contract labour under following insurances:

Workmen Compensation Insurance:

Premium: Per day wage X No. of contract labour X No. of days X 18.50)/ 1000+ Service Tax 10.30%)

Road Safety Package Insurance:

Premium: Rs.320 + Service Tax 10.30% per head / annum

- (i) Tenderer shall keep TNPL indemnified of all the claims made and liabilities incurred under Workmen Compensation Act, 1923.
- (ii) In case the contract labour 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.
- 5 TNPL has the right to deduct 5% of the deviated amount as penalty, if the tenderer deviates from the following statutory obligations:
- 5.1 Successful tenderer should arrange competent supervisor exclusive for the job.
- 5.2 Tenderer should disburse wages to the contract workmen on or before 10th of every month.

- 5.3 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.
- 5.4 Tenderer should submit required statutory PF return within the stipulated time.
- 5.5 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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