Sub: Providing Field Operators for Operation of TNPL Cement Plant

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 the date of award of contract. The scope of work and other terms & conditions shall be as per Annexure-I & III.

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

FIRM PRICE BID should be submitted in a separate sealed cover (Cover ‘A’) along with NON-PRICE BID & BUDGETARY PRICE BID in a separate cover (Cover ‘B’). Please write clearly on the top of the covers for “FIRM PRICE BID” and “NON-PRICE BID” with “BUDGETARY PRICE BID”. Both the covers containing FIRM PRICE BID (A) and NON-PRICE BID with BUDGETARY PRICE BID(B) are to be put in one sealed cover (Cover ‘C’) superscripting the tender No. and due date and addressed to Technical Outsourcing Dept., Tamil Nadu Newsprint and Papers Limited, 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 towards experience in carrying out labour oriented works like manual packing of materials, manual handling of materials, manual loading, unloading, stacking and destacking of materials, manual / mechanized feeding of materials, operation & maintenance of equipments and machineries / installation of Plant and Machinery by engaging skilled and unskilled workmen or providing skilled / unskilled workmen for various works in connection with operation and maintenance works in any Industry or Govt. establishment and carried out works for a value not less than ₹4/- lakh within a period of twelve (12) continuous months between 01/07/2014 and 30/06/2019. The following documentary proof for the experience must be enclosed along with the Non-Price Bid and Budgetary Price Bid
- Copies of Orders / Contracts / Agreements
- Copies of Bills (or) Invoices
- Evidences of payment received (i.e., Payment Vouchers, RTGS payment details in case of payment thro’ Bank etc.)
- Copies of IT Return submitted for the past three (3) Assessment Years
- Earnest Money Deposit (EMD) for a value of ₹60,000/- in the form of DD
- Budgetary Price Bid (Annexure - II A) in a separate cover.
- Firm Price Bid (Annexure - II B) in a separate sealed cover.

In the absence of any one of the documents indicated above, the tender shall be rejected summarily without assigning any reasons whatsoever.
Note: Tenders received not complying with the above qualifying conditions will be rejected and will not be eligible for participating in E-Auction (Reverse Auction).

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

No information relating to this tender shall be released by the bidder or their employees / agencies whomsoever for publication, advertising or any other purpose without the prior written approval of TNPL.

Tenderer shall submit budgetary quote with item rate and total value of the tender. Reverse Auction will be conducted only with the item rate of tender for which “Opening Rate per manday 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 in their budgetary quote. Unit rate indicated by bidders in their budgetary quote will be taken as reference to apply percentage variation for item rate of the L1 Bidder emerged through Reverse Auction.

Both NON-PRICE BID and BUDGETARY PRICE BID shall not be opened in the presence of tenderer’s representatives. TNPL shall follow E-Auction (Reverse Auction). Only those who qualify in Non-Price Bid and also submitted Budgetary Price Bid 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 Rate per manday 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) and participate in the Reverse Auction. In case of any problem, please contact AGM (TOS) at 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.

Tenderers who had worked for TNPL and whose performance was bad / unsatisfactory / blacklisted within three (3) years will not be considered.

The offers of tenderers who do not satisfy the terms and conditions are liable for rejection and in such case, the EMD submitted if any, shall be returned, interest free, to the unsuccessful tenderers.

Tenderers who have downloaded tender document through TNPL website should submit a non-refundable tender fee for ₹590/- (₹500+ GST @ 18%) in the form of DD 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.

Successful tenderer on issue of order shall pay a further security deposit of ₹40,000/- in the form of Demand Draft drawn in favour of Tamil Nadu Newsprint and Papers Limited, Kagithapuram payable at Karur. The Security deposit will not bear any interest and will be returned to the successful tenderer only on satisfactory compliance of the contract.

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

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

TNPL reserves the right to

- split the quantum 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 **14/08/2019**.

for **TAMIL NADU NEWSPRINT AND PAPERS LIMITED**

**Asst. General Manager (TOS)**

Encl. : a.a.
ANNEXURE-I

1. **SCOPE OF WORK**

The scope of work shall be providing field operators for operation of TNPL Cement Plant. The field operators shall be engaged in all the three shifts.

The deployment of Field Operators shall be 21 per day. Estimated mandays for twelve (12) months shall be around 7665. The quantum of mandays is only indicative and may vary on either side. However, TNPL does not guarantee for any minimum quantity.

The deployment of settlement not covered contract Field Operators under this contract shall be as below:

<table>
<thead>
<tr>
<th>S No</th>
<th>Section</th>
<th>Shift</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>G</td>
<td>A</td>
</tr>
<tr>
<td>1</td>
<td>Lime Stone Crusher</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Raw Grinding</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Coal Mill</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Pre-Heater</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Reverse Air Bag House &amp; Blending Silo</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Kiln &amp; Cooler</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Fly ash unloading / Cement bulker loading</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>1</td>
<td>7</td>
</tr>
</tbody>
</table>

Note: Diploma Holder – 16 Persons per day
ITI Holder – 05 Persons per day
**TOTAL** – 21 Persons per day

Qualification Criteria:

<table>
<thead>
<tr>
<th>S No</th>
<th>Category</th>
<th>Area</th>
<th>Qualification</th>
</tr>
</thead>
</table>

Minimum Age: Twenty (20) Years

The successful tenderer is required to bring adequate number of persons to perform the job assigned to them.
2. **UNIT RATE**

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

3. **VALIDITY**

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

4. **PAYMENT TERMS**

The tenderer shall raise running bills **once in a month** and payment shall be effected as follows thro’ RTGS.

4.1. 90% of the certified bill value shall be released within 15 days from the date of preparation of bill certification / service receipt.

4.2. Balance 10% shall be withheld as retention money and released on satisfactory completion of the contract.

5. **CONTRACT PERIOD**

The contract is valid for One (1) year from the date of award of contract. However, the period may be extended on the existing terms and conditions mutually agreed.

6. **OTHER TERMS & CONDITIONS**

6.1. The tenderer shall quote the rate after thoroughly assessing the quantum/nature of work. The rate 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.

6.2. TNPL reserves the rights to short close the contract at any time depending upon the necessity. Tenderer is not eligible to claim any compensation on this account.

6.3. After award of contract to the successful tenderer (contractor), if the contractor withdraws from the work on a later date during the contract period for any reason, security deposit and additional security deposit submitted by the contractor shall be forfeited without any prejudice, besides the contractor will not be considered for any future tenders in TNPL for a minimum period of 3 years.

In case 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 ₹60,000/- and additional security deposit of ₹40,000/- totaling to ₹1,00,000/- 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.
6.4. **The unit rate quoted by the tenderer in the price bid only shall be considered for further evaluation of the tender.**

6.5. **GOODS & SERVICES TAX (GST) AND INCOME TAX**

It is the responsibility of the Tenderer to ascertain the applicability of the GST, for the service to be provided under this tender. The unit rate is exclusive of GST. The GST at the present rate shall be paid extra by TNPL at actual. Tenderer should produce a copy of GST registration certificate/No. obtained from GST authorities for the service that is to be rendered by the tenderer to TNPL. GST will be paid to the tenderer only from the data of registration or from effective date of commencement of contract, whichever is later. TNPL is not responsible for any action initiated by the GST department on the Tenderer at a later date for non-payment of GST.

In case of Taxable service, Tenderer shall raise bills in triplicate by submitting a copy of GST registration certificate, a copy of PAN along with the following details for availing GST credit 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 with SAC code
e) Value of the service with GST 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 Tenderer.

It is the sole obligation of Tenderer to ensure the compliance with regard to Income Tax deduction for their contract workmen on the rolls of Tenderer. TNPL will not be held responsible for any non compliance with regard to Income Tax deduction by the Tenderer and it is the duty of the Tenderer to ensure Income Tax deduction for their contract workmen are met.

*As per Section 51 of the CGST/SGST Act 2017 and Section 20 of the IGST Act, 2017 read with Notification No. 50/2018 dated 13.09.2018 with effect from 1st Oct 2018 TNPL will deduct TDS @ 2% of taxable value of “advance paid or “bills passed” where bills are dated on or after 1st Oct 2018 and where contract value exceeds ₹2,50,000 (Rupees Two lacs fifty thousand). TDS rate 1% SGST and 1% CGST in case of purchases from within Tamil Nadu and 2% IGST in case of Inter- state purchases.*

TNPL will remit the tax deducted to Govt. on due date, which is presently 10th of next month with reference to respective vendor’s GST Number.

*TNPL will issue TDS certificate in Form GSTR7A on the due date, which is presently 15th of the month.*

*Tenderer shall claim credit of the TDS remitted by TNPL, in their electronic cash ledger thro’ GSTR-2A.*
In case of receipt of GST 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 hereby declare that GST amount of all our previous invoices dated up to the end of last month have been deposited in to Govt Account by due date to the extent they have become due.

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

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

I/We agree that security deposit / EMD/Retention Money/Additional Security Deposit if any, shall be refunded only after confirming payment of GST and filing of return in respect of the final bill. In all other cases, where there is no such security deposit / EMD/Retention Money/Additional Security Deposit, an amount equal to the GST not paid by me/us + likely interest thereon + penalty thereon shall be withheld from the final bill and the same will be paid only after payment of GST by me/us and production of proof of payment and filing of correct return verification of such GST return to the concerned government agency by me/us to Tamil Nadu Newsprint and Papers Ltd”.

Also enclose a copy of GSTR-1 pertaining to TNPL, as a proof of GST credit passed on to TNPL for the previous month.

GST TDS shall be deducted as applicable.

The declaration shall be as per Annexure-IV.

6.6. All necessary manpower for effectively carrying out the entire work shall be arranged by the tenderer at their end.

6.7. Tenderer shall maintain a daily record of work done in a field book and duly get the records certified by the Officer-in-charge/Site-in-charge.

6.8. If the Officer-in-charge is not satisfied with the work carried out day to day he would advise the tenderer to make adequate steps by way of increasing the manpower and the tenderer have to abide by his decision. In the event, the tenderer fails to carry out the instruction, the Officer-in-charge shall initiate action to get the deficit work done through some other agency and the cost thus incurred shall be debited to the tenderer's account.

6.9. Qualified and experienced Supervisor shall be arranged by the successful tenderer for satisfactory supervision of the entire operation.
6.10. Tenderer / their contract workmen shall not cause any damage to TNPL equipments or property. In case of any such damages the expenses incurred for the rectification shall be recovered from the tenderer's bill.

6.11. Tenderer shall comply with all safety rules and regulations that are in force in TNPL.

6.12. The tenderer shall provide and maintain canteen for the use of contract labour engaged by them and the same should be on “No Profit No Loss” basis.

6.13. The contractor should ensure that no outsourced workman should be engaged in the work after the completion of 58 years in their contract.

6.14. The tenderer shall comply with all labour rules and regulation enclosed as Annexure III with respect to deployment of labour from time to time regarding wages, Employer's Provident Fund and other statutory regulations. All expenditures against such requirements shall be borne by the tenderer.

6.15. 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.

6.16. The tenderers are requested to go through the following links for IMS policies of TNPL


6.17. TNPL banned one time use and throwaway plastics. Say NO to plastics and Save Earth
ANNEXURE I A- NON PRICE BID

Sub:  Providing Field Operators for Operation of TNPL Cement Plant

Ref:  RFQ No. 192033000231 dt. 20/07/2019

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name and address of the Tenderer</td>
</tr>
<tr>
<td>2</td>
<td>Partnership / proprietorship / private limited company / Public Limited Company / Public undertaking (Proof of registration to be enclosed)</td>
</tr>
<tr>
<td>3</td>
<td>Name and address of partners and / or directors (in case of company or partnership firm copy of the relevant registration/partnership deed to be provided)</td>
</tr>
<tr>
<td>4</td>
<td>Usual place of business</td>
</tr>
</tbody>
</table>
| 5 | Experience  
Copies of documentary evidence towards experience in carrying out labour oriented works like manual packing of materials, manual handling of materials, manual loading, unloading, stacking and destacking of materials, manual / mechanized feeding of materials, operation & maintenance of equipments and machineries / installation of Plant and Machinery by engaging skilled and unskilled workmen or providing skilled / unskilled workmen for various works in connection with operation and maintenance works in any Industry or Govt. establishment and carried out works for a value not less than ₹4/- lakh within a period of twelve (12) continuous months between 01/07/2014 and 30/06/2019. |
<p>| 6 | No. of persons 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 |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 12 | **Is the Tenderer an income-tax assessee? Copy of latest I.T return along with PAN No. has to be produced.**
|   | a) Status (Please tick)
|   | b) PAN No. (Pl. provide Photo Copy)
|   | c) PAN 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 ₹5 lakh |
| 15 | Agreeable to take up the work as per all tender terms and conditions |
| 16 | E.M.D. AMOUNT:
|   | Have you enclosed EMD in Non-Price Bid Envelope for an amount of ₹60,000/-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 ₹590/- (₹500/- + GST @18%) Please furnish DD No. & Date with Name of the bank. |
| 18 | VALIDITY OF OFFER:
|   | Agreeable to keep the offer valid for a minimum period of 120 days from the due date and the rates valid for one year. |
| 19 | Have you taken up any work earlier in TNPL? If so, furnish order particulars with copies of orders |

---

**Name**: (SIGNATURE WITH SEAL)

**Date**: :

**Mobile**: :

**E-Mail ID**: :
ANNEXURE II-A
BUDGETARY PRICE BID

To
Tamil Nadu Newsprint and Papers Limited
Kagithapuram - 639 136

Sir,

Sub: Providing Field Operators for Operation of TNPL Cement Plant

Ref: RFQ No. 192033000231 dt. 20/07/2019

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 for the subject work as follows:

<table>
<thead>
<tr>
<th>S No.</th>
<th>Description</th>
<th>Qty (Mandays)</th>
<th>Rate (₹)/Manday</th>
<th>Value (₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Field Operator - Diploma</td>
<td>5840</td>
<td>_______</td>
<td>________</td>
</tr>
<tr>
<td>2</td>
<td>Field Operator – ITI</td>
<td>1825</td>
<td>_______</td>
<td>________</td>
</tr>
</tbody>
</table>

The above unit rate is exclusive of GST.

% GST

SAC Code

Thanking you,

Name : Yours faithfully

Address :

Date :

Mobile No. :

E-Mail ID :

(SIGNATURE WITH SEAL)
ANNEXURE II-B
FIRM PRICE BID

To
Tamil Nadu Newsprint and Papers Limited
Kagithapuram - 639 136

Sir,

Sub: Providing Field Operators for Operation of TNPL Cement Plant

Ref: RFQ No. 192033000231 dt. 20/07/2019

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 for the subject work as follows:

<table>
<thead>
<tr>
<th>S No.</th>
<th>Description</th>
<th>Qty (Mandays)</th>
<th>Rate (₹)/Manday</th>
<th>Value (₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Field Operator - Diploma</td>
<td>5840</td>
<td>_______</td>
<td>_______</td>
</tr>
<tr>
<td>2</td>
<td>Field Operator – ITI</td>
<td>1825</td>
<td>_______</td>
<td>_______</td>
</tr>
</tbody>
</table>

The above unit rate is exclusive of GST.

% GST

SAC Code

Thanking you,

Name : Yours faithfully

Address :

Date :

Mobile No. :

E-Mail ID :

(SIGNATURE WITH SEAL)
PROCESS COMPLIANCE STATEMENT

Name of the Organization:__________________________________________

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

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

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 – 277265) and marked predominantly as “Reverse Auction” bid to the attention of Asst. General Manager (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 Assistant General Manager (TOS).

8  Bids once made cannot be withdrawn or modified under any circumstances.

9  TNPL can decide to extend, reschedule or cancel the auction.

10 Bids cannot 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 8 (Eight) 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 Tenderer’s contract with Joint Director of Industrial Safety and Health, Chennai / ACL, Pondicherry jurisdiction:
   1.1.1 Contractor’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 ₹20/- Stamp paper.

1.2 If tenderer engages 20 or more personnel, they have to apply for contractor’s licence with the Deputy Director of Industrial Safety and Health, Karur. The contractor has to produce the following documents:
   1.2.1 Form IV - Application of 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 ₹500/- 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.

   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).

REVISED LICENCE FEE DETAILS

<table>
<thead>
<tr>
<th>No. of persons</th>
<th>Registration fees (₹)</th>
<th>Licence fees (₹)</th>
<th>Licence renewal fees (₹)</th>
<th>Surcharge (₹)</th>
<th>Amendment fees (₹)</th>
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</thead>
<tbody>
<tr>
<td>Upto 20</td>
<td>2,500/-</td>
<td>2,500/-</td>
<td>2,500/-</td>
<td>1,250/-</td>
<td>500/-</td>
</tr>
<tr>
<td>21 - 50</td>
<td>2,500/-</td>
<td>2,500/-</td>
<td>2,500/-</td>
<td>1,250/-</td>
<td>500/-</td>
</tr>
<tr>
<td>51 - 100</td>
<td>5,000/-</td>
<td>5,000/-</td>
<td>5,000/-</td>
<td>2,500/-</td>
<td>500/-</td>
</tr>
<tr>
<td>101 - 200</td>
<td>10,000/-</td>
<td>10,000/-</td>
<td>10,000/-</td>
<td>5,000/-</td>
<td>500/-</td>
</tr>
<tr>
<td>201 - 400</td>
<td>20,000/-</td>
<td>20,000/-</td>
<td>20,000/-</td>
<td>10,000/-</td>
<td>500/-</td>
</tr>
<tr>
<td>Above 400</td>
<td>20,000/-</td>
<td>20,000/-</td>
<td>20,000/-</td>
<td>10,000/-</td>
<td>500/-</td>
</tr>
<tr>
<td>Licence amendment fees</td>
<td>- ₹500/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Renewal fees</td>
<td>- Initial - 100%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surcharge</td>
<td>- Initial - 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Duplicate licence fees</td>
<td>- ₹500/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.2.4 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.
2 **WAGES / EPF & EPS**

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

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

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Category</th>
<th>Wages (₹)/Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1</td>
<td>Field Operator - Diploma</td>
<td>395.00</td>
</tr>
<tr>
<td>2.1.2</td>
<td>Field Operator - ITI</td>
<td>365.00</td>
</tr>
</tbody>
</table>

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

**In addition to the above, successful tenderer is required to remit EPF/EPS contributions of 13.00% on wages to be paid (Employer portion), either Employee’s State Insurance Premium or Workmen Compensation Insurance Premium and Road Safety Insurance Premium as applicable.**

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

3 **EPF/EPS:**

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

i. EPF/ EPS have to be remitted for actual shift and miscellaneous shift.

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

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

iii. Tenderer is required to remit EPF / EPS dues for his employees at the rate of 25% of eligible wages (12% recovered from his contract workman, 12% by Contractor, 0.5% Administrative Charges subject to minimum of ₹500/- and 0.5% EDLI Charges) to the Regional Provident Fund Commissioner, Trichy under the Contractor’s code on or before 14\(^{th}\) of every succeeding month and submit proof of EPF/EPS remittance on or before 16\(^{th}\) of the same month along with PF remittance challans in time to RPFC, Trichy and HR department of Contract Section. (Addition of any workman in Form 5, Deletion of any workman in Form 10, Challan particulars / Remittance break ups in Form 12A). Tenderer is also required to submit following annual returns to RPFC, Trichy:
iv. Since the Employees Provident Fund Organisation has introduced payment through E-Sewa, the Contractor has to provide the necessary details such as Wages, Number of workmen along with PF Contribution, other details required by the EPFO, Trichy. The Contractor should ensure collecting “E-Challan” and remit the PF dues on or before 15th of the succeeding month through online.

v. If the Tenderer fails to remit EPF/EPS dues within the stipulated time, TNPL has right to deduct the same amount along with penal damages and interest from the Contractor bills and the amount so deducted will be remitted to PF Office.

vi. UAN ACTIVATION AND LINK AND TRANSFER OF EPF /EPS AMOUNT

a. When the commencement of the contract, the Tenderer has to obtain the details of UAN (Universal Account Number) for the contributory members from the previous contractor and link has to be given in order to transfer the EPF amount available in the member’s Account to the PF code number of the present contractor. For which, the present contractor has to obtain Form-13 (revised) and Form - 9 from the previous contractor and submit the same to RPFC, Trichy in order to transfer the amount to the individual’s PF account number from the previous contractor’s PF Code Number to the current contractor’s PF Code number.

b. The Tenderer is required to transfer the EPF /EPS amount from the previous Contractor’s PF Code Number to his PF Code Number within a period of 2 months after commencement of the work.

c. Further, the Tenderer has to submit system generated PDF file in respect of their establishment code relating to the details of the contract workmen to Contract section, HR department within 2 months after the commencement of the work.

d. The Tenderer is required to upload KYC (Know Your Customer) details of the new member and also for the old member, if KYC details are not uploaded.

e. The Tenderer is required to generate UAN (Universal Account Number) for the new member in EPFO-OTCP portal as and when a contract workman is first time deployed in their contract. Then, the contractor is required to get the UAN activated for the new member in EPFO-OTCP portal.

4 a) MAINTENANCE OF ATTENDANCE REGISTER:

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

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

i. Wage Slip pertaining to individual contract workman should be given one day prior to the date of payment.

ii. Tenderer shall ensure that all the contract workmen deployed in his contract to open a separate Savings Bank Account in SBI, Pugalur / IOB, Velayuthampalayam.

iii. Tenderer should disburse wages on or before 10th of every month by crediting it to the savings bank account of the contract workman with Banks irrespective of payment of bills.

iv. While submitting the bill, Contractor has to produce the documents viz. Bill Copy, proof towards wages disbursed, Attendance Register, Wage Acquittance, PF Remittance and ESI Contributions to HR Department.

v. The Tenderer is required to produce copy of bills claimed with mandays details together with copy of Attendance, wage Acquittance for every month for the outsourced contract workmen deployed in their respective contract on or before 12th of every month for ensuring PF compliance purpose. The Contractor is required to ensure that the mandays claimed in the bills / attendance register is reflected in the wage Acquittance also.

vi. Regular and timely payment of wages must be ensured by the contractor.

vii. The Tenderer is required to issue Wage Slip (Form XXVIII) in the prescribed format.

**EMPLOYEES’ STATE INSURANCE ACT, 1948**

**Applicability:**

Tenderer is required to obtain Employer Code separately, extend coverage and remit ESI contributions every month in their code, for the contract workmen deployed by them in their contract in TNPL, who draws wages up to ₹21,000/- per month.

**Obtaining Employer’s code / Sub code number:**

The tenderers are required to submit Employer’s Registration Form – 01 to the Enforcement Officer, ESIC, Karur and obtain separate Employer Code in order to remit ESI contribution in respect of contract workmen deployed in their contract on or before 15th of every month. In addition, the tenderers who already own separate Employer code for ESI are required to obtain sub code separately for the said purpose.

**Engagement of Contract Workmen**

Whenever the contractor engages outsource workmen, the contractor is required to obtain Temporary Identification certificate under ESIC scheme in ESIC portal and produce the same at the gate before they are brought inside the plant for work from the day one.

**Contributions:**

The Tenderers are required to remit ESI Contributions at the rate of 3.25% of wages as Employer’s Share and 0.75% of wages as Employee’s Share to be deducted from the
contract workmens’ wage on or before 15th of every month through online challan generated in ESI portal and submit challan copy as proof for remittance of ESI contribution together with list showing contribution particulars in respect of each contract workman. The tenderers are also required to submit a copy of return of contribution (Form 5) to the company on or before 12th May and 11th November.

**Membership:**

The Tenderers are required to remit ESI contributions, if an insured person’s (contract workman) wages becomes more than ₹21,000/- per month, even then a contract workman remains covered till the end of a Contribution period which is either April to September and October to March. For instance, if the contract workman’s wage exceeds ₹21,000/- per month in the middle of the contribution period, the Tenderers are required to remit Employer and Employees’ share of contributions till the end of respective contribution period.

**Contribution Period and Benefit Period:**

The Contribution period means the period not exceeding six consecutive months and the contribution period is between 1st April to 30th September and the other one is between 1st October to 31st March and the Benefit period means the period not exceeding six consecutive months corresponding to the contribution period which are detailed below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Contribution period</th>
<th>Benefit period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1st April to 30th September</td>
<td>1st January to 30th June</td>
</tr>
<tr>
<td>2</td>
<td>1st October to 31st March</td>
<td>1st July to 31st December</td>
</tr>
</tbody>
</table>

**Calculation for paying advance contributions while obtaining employer’s code**

₹5278.00 per person per month X 4% of wages X 6 months X Total No. of persons

**WAGE:**

The Tenderer has to take into account the following components of wages for remitting ESI contributions:

- Basic pay, Dearness allowance
- House rent allowance
- City compensatory allowance
- Overtime wages (but not to be taken into account for determining the coverage of an employee)
- Payment for day of rest
- Production incentive
- Bonus other than statutory bonus
- Night shift allowance
- Health allowance
- Offsite allowance
- Heat, Gas & Dust allowance
- Payment for unsubstituted holidays
- Meal/food allowance
- Suspension allowance
- Lay off compensation
- Children education allowance (not being reimbursement for actual tuition fee)
- Wages paid for extra shifts.
- Leave with wages (paid Holidays)
NOT AS WAGE

The Tenderer need not consider the following components of wages for remittance of ESI contributions:

**Contribution paid by the employer to any pension / provident fund or under ESI Act.**

- Sum paid to defray special expenses entailed by the nature of employment
  - Daily allowance paid for the period spent on tour.
- Pay in lieu of notice of retrenchment compensation.
- Benefits paid under the ESI scheme.
- Encashment of leave.
- Payment of Inam which does not form part of the terms of employment.
- Washing allowance for livery.

**Conveyance:**

- Amount towards reimbursement for duty related journey.
- Reimbursement of journey on production of ticket.
- Maintenance of vehicle subject to production of record.
- Fixed when paid at an interval exceeding 2 months.

After taking up the work by the contractor as per the work order awarded to him, the contractor is required to obtain either Employer code or the Subcode if the contractor owns Employer code already. Further the Contractor who do not possess Employer's code is required to pay advance contributions for 6 months for the persons engaged in the mill to obtain Employer's code for remitting ESI contribution every month and the advance contributions so remitted by the Contractor is adjustable in the contributions payable in future based on the persons deployed.

The tenderer is required to get the Temporary Identification Certificate together with ESI number for each contract workman drawing wages upto ₹21,000/- per month through online if the contract workmen do not possess ESI number already. Subsequently the Contractor has to get the contract workmen registered in ESIC local hospital at Velayuthampalayam thereby enabling the insured person and their dependents to avail the benefits under ESI scheme. In case of any injury sustained while at work, the Contractor has to intimate through online about the accident occurred to the insured person and to the ESIC local hospital, Velayuthampalayam and the Manager, ESIC, Karur within 48 hours and if fatal, immediately. Further every month the Contractor is required to intimate about addition and deletion details to ESIC, Karur without fail.

**Manner and time limit:**

The Tenderers have to deposit the total amount of contribution (Employer’s share @ 3.25% and Employee’s share @ 0.75%) with the authorized bank through a challan in the prescribed form in quadruplicate on or before 21st of month following the calendar month in which the wages fall due.
Punishment for failure to pay contributions, etc.

If any Tenderer –

(a) fails to pay any contribution which under this Act he is liable to pay, or

(b) deducts or attempts to deduct from the wages of an employee the whole or any part of the employer’s contribution, or

(c) in contravention of section 72 reduces the wages or any privileges or benefits admissible to an employee, or

(d) in contravention of section 73 or any regulation dismisses, discharges, reduces or otherwise punishes an employee, or

(e) fails or refuses to submit any return required by the regulations or makes a false return, or

(f) obstructs any Inspector or other official of the corporation in the discharge of his duties, or

(g) is guilty of any contravention of or non-compliance with any of the requirements of this Act or the rules or the regulations in respect of which no special penalty is provided,

The Tenderer shall be punishable-

(i) Where the Tenderer commits an offence under clause (a), with imprisonment for a term which may extend to three years but –

   - which shall not be less than one year, in case of failure to pay the employee’s contribution which has been deducted by him from the employee’s wages and shall also be liable to fine of ten thousand rupees;

   - which shall not be less than six months, in any other case and shall also be liable to fine of five thousand rupees;

Provided that the Court may, for any adequate and special reasons to be recorded in the judgment, impose a sentence of imprisonment for a lesser term;

(ii) where the Contractor commits an offence under any of the clauses (b) to (g) (both inclusive), with imprisonment for a term which may extend to one year or with fine which may extend to ₹4,000/- (Four Thousand Rupees Only) or with both.

Hospitalization due to accident:

In case the Contract labour is met with an accident while on duty or outside the mill premises, it is the Tenderer’s sole responsibility to make arrangements for the medical treatment of contract labour in a good hospital or in ESI Hospital and give treatment till the worker rejoins duty. Hospitalization expenses shall be claimed under Employee’s State Insurance. It is also Tenderer’s responsibility to produce the required documents to ESI authorities without any delay for getting such reimbursement from ESIC.
## Maintenance of registers / records:

Tenderers are required to maintain the following registers/ records:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Form No.</th>
<th>Particulars of Forms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Form - 01(A) (Regulation 10-C)</td>
<td>Form of Annual Information on Factory/ Establishment Covered Under ESI Act to be sent to the Regional Office or Sub Regional Office or Divisional Office on or before 31st January.</td>
</tr>
<tr>
<td>2</td>
<td>Form – 1</td>
<td>Declaration Form (To be submitted in respect of employee who is not already registered under ESI Act)</td>
</tr>
<tr>
<td>3</td>
<td>Form 1-A (Regulation 15-A)</td>
<td>Family Declaration Form</td>
</tr>
<tr>
<td>4</td>
<td>Form – 2 (Regulation 15-B)</td>
<td>Addition / Deletion in Family Declaration Form Employees’ State Insurance Corporation</td>
</tr>
<tr>
<td>5</td>
<td>Form 3 (Regulation 14)</td>
<td>Return of Declaration Forms</td>
</tr>
<tr>
<td>6</td>
<td>Form 4 (Regulation 17 and 95-A)</td>
<td>Identity Card</td>
</tr>
<tr>
<td>7</td>
<td>Form 4-A (Regulation 95-A)</td>
<td>Family Identity Card</td>
</tr>
<tr>
<td>8</td>
<td>Challans</td>
<td>Remittance of Contributions to be sent to ESIC regional Office, Salem on or before 21st of every month</td>
</tr>
<tr>
<td>9</td>
<td>Form 5 (Regulation 26)</td>
<td>Return of Contribution Employees’ State Insurance Corporation. Summary of contribution (Form 5) in quadruplicate along with challans to be submitted to ESIC, Karur on or before 12th May / 11th November.</td>
</tr>
<tr>
<td>10</td>
<td>Form -5-A (Regulation 31 – Second Proviso)</td>
<td>Employees’ State Insurance Corporation. Statement of Advance Payment of Contributions made for the Contribution Period Ended.......</td>
</tr>
<tr>
<td>11</td>
<td>Form 6 (Regulation 32)</td>
<td>Register of Employees Employees’ State Insurance Corporation (Quadruplicate along with challans Monthly return along with cheque to be submitted with ESIC, Karur on or before 12th May)</td>
</tr>
<tr>
<td>12</td>
<td>Form – 9 (Regulation 63 and 89-B)</td>
<td>Claim for Sickness / T.D.B./Maternity Benefit for Sickness, Employees’ State Insurance Corporation</td>
</tr>
<tr>
<td>13</td>
<td>Form – 10 (Confidential) (Regulation 52-A)</td>
<td>Abstention verification in respect of Sickness benefit / Temporary disablement benefit / Maternity benefit Employees’ State Insurance Corporation. Reply to be furnished by the Employer in respect of Form No.10</td>
</tr>
<tr>
<td>14</td>
<td>Form – 11 (Regulation 66)</td>
<td>Accident Book Employees’ State Insurance Corporation</td>
</tr>
<tr>
<td>15</td>
<td>Form – 12</td>
<td>Accident Report from Employer under Regulation 68. (Fatal / death immediately and for ordinary cases within 48 hours). Report to be sent to ESIC, Karur (or) Medical Officer, ESI Hospital, Velayuthampalayam.</td>
</tr>
</tbody>
</table>
**Employees’ compensation insurance / Road safety package insurance:**

The Outsourced Contract workman drawing wages above ₹21,000/- per month is required to be covered under the Employees’ Compensation / Road Safety Package Insurance policies.

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

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

a. **Employees’ Compensation Insurance:**

   Premium:  \[
   \text{Per day wage} \times \text{No. of contract labour} \times \text{No. of days} \times \frac{42.80}{1,000/-} + \text{GST as applicable.}
   \]

b. **Road Safety Package Insurance:**

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

   Sum assured for Road Safety Package Insurance Policy:
   - ₹1,00,000/- – Death cum accidental benefit
   - ₹1,00,000/- – Hospitalization expenses

In case the Contract labour met with an accident while on duty or outside the mill premises, it is the Contractor’s sole responsibility to make arrangements for the medical treatment of contract labour in a good hospital and give treatment till the contract labour rejoins duty. Hospitalisation expenses – ₹1,00,000/- shall be claimed under Road Safety Package Insurance Policy. It is also the responsibility of the Tenderer to produce the required documents to Insurance authorities without any delay for getting such reimbursement from Insurance Companies. If the Contractor fails to do so, the Hospitalisation expenses will be deducted from the Contractor’s bills and necessary arrangements will be made to remit the same to the Hospital. If any Road Accident occurred outside the factory, the Contractor is liable to settle full Medical Expenses to his Contract labour as per eligibility.

5 **SAFETY**

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

In view of Safety and Security considerations of the Mill, Cell Phones are banned inside the Mill premises. If the Contractor / Supervisor are found possessing cell phones they shall be sent out of the Factory and the cell phones shall also be confiscated.
6 **SAFETY SHOES:**

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

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

8 **MAINTENANCE OF REGISTERS / RECORDS**

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

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

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

9 **RETENTION MONEY/ SECURITY DEPOSIT:**

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

i Attendance Register.
ii Payment of Wages Register (Wages Acquittance).
iii Proof for the submission of following documents at RPFC, Trichy:-
   - Copies of Form No. 3-A, Form No. 9, Form No. 5, Form No. 2, Form No. 6-A, Form No. 10, Form No. 12-A.
iv PF / EPS dues / ESI remitted Original Challans for every month for the Contract period.
v Form-23- Annual Accounts Slips to be obtained from RPFC, Trichy up to last financial year.

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

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

i. **WEEKLY OFF:**

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

ii. **WORKING HOURS:**

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

iii. **LEAVE FACILITY:**

Factory observes 9 declared holidays. The Tenderer shall pay one day wage for National and Festival Holiday. If the outsourced workmen is deployed on national and Festival Holiday, then one day's additional wage has to be paid. Wages paid for NH/FH will attract PF/EPS/ESI. In addition, if the Government declares any other day as Public holiday with wages, for which also, the Tenderer has to adhere to the above provisions.

Tenderer will be reimbursed the wages for the declared Holidays other than 9 National Holidays / Festival Holidays for the outsourced workmen being deployed in contracts against claim made by them.

iv. **BONUS:**

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

The tenderer is required to submit actual Bonus mandays (for which bonus is payable) every month to the HR department through User department certification in order to ensure the recovery of the bonus amount payable to the outsourced workmen from the bills of the contractor. Based on the Bonus mandays, bonus recovery will be made. However, the tenderer is required to credit the unclaimed bonus amount to TNPL.

12 **ISSUANCE OF PHOTO IDENTITY CARD:**

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

13 **PENALTY:**

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

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

(Specimen copy)

Date:

Tamil Nadu Newsprint and Papers Ltd
Kagithapuram 639136
Karur District
Tamil Nadu

Dear Sir,

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

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

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

I/We agree that security deposit / EMD/Retention Money/Additional Security Deposit if any, shall be refunded only after confirming payment of GST and filing of return in respect of the final bill. In all other cases, where there is no such security deposit / EMD/Retention Money/Additional Security Deposit, an amount equal to the GST not paid by me/us + likely interest thereon + penalty thereon shall be withheld from the final bill and the same will be paid only after payment of GST by me/us and production of proof of payment and filing of correct return verification of such GST return to the concerned government agency by me/us to Tamil Nadu News Print & Papers Ltd.

Thanking you,

Yours faithfully,

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

Date:

To

M/s Tamilnadu Newsprint and Papers Limited  
Kagithapuram, Karur Dt – 639136, Tamil Nadu

Sir,

BANK ACCOUNT PARTICULARS (TO BE CERTIFIED BY BANKER)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name and Address of the Supplier / Company / Firm / Contractor</td>
</tr>
<tr>
<td>2.</td>
<td>Name of the Account Holder</td>
</tr>
<tr>
<td>3.</td>
<td>Name of the Bank</td>
</tr>
<tr>
<td>4.</td>
<td>Branch Code</td>
</tr>
<tr>
<td>5.</td>
<td>Branch Name</td>
</tr>
<tr>
<td>6.</td>
<td>Account Number</td>
</tr>
<tr>
<td>7.</td>
<td>IFSC Number</td>
</tr>
<tr>
<td>8.</td>
<td>Type of the Account</td>
</tr>
</tbody>
</table>

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

Thanking you,
Yours truly,

(Signature of the Authorized Officer from Bank with Seal)
CHECK LIST

Documents to be included in Non-Price Bid Envelope:

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

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

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