

TAMIL NADU NEWSPRINT AND PAPERS LIMITED

KAGITHAPURAM (PO), KARUR (DT) 639 136

PURCHASE DEPARTMENT

E-Mail ID – purchase.cont@tnpl.co.in

TENDER ENQUIRY NO: PUR:ENQ: 222313000202

DATE : 09/04/2022

ISSUED TO

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23.

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

Envisaged period of contract shall be for One year from **01/07/2022 to 30/06/2023.**

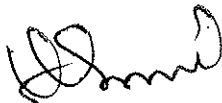
Tender schedule will be in two parts viz., **COMMERICAL BID & BUDGETARY PRICE BID and FIRM PRICE BID IN A SEALED COVER** in Two separate Envelopes, both to be submitted together.

FIRM PRICE BID should be sent in the cover properly sealed and submit along with COMMERICAL BID & BUDGETARY PRICE BID in a separate cover. Please write clearly on the top of the cover whether "FIRM PRICE BID" or "COMMERICAL BID" & "BUDGETARY PRICE BID". Both the covers containing FIRM PRICE BID and COMMERICAL BID & BUDGETARY PRICE BID are to be put in one sealed cover superscribing the Tender No. and due date and addressed to D G M (Purchase), Tamil Nadu Newsprint and Papers Limited, Kagithapuram (Post), Karur Dt – 639 136.

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

1 Tenderer shall submit the following in Commercial Bid

- Tenderer should have experience in carrying out labour oriented works (by engaging skilled and unskilled workmen) like manual packing of materials, manual handling of materials, manual loading, unloading and stacking of materials, operation and maintenance of equipments and machineries like boilers, conveyors, crushers, pumps, compactors etc. or installation of Plant and Machinery in any industry or Government establishment and carried out works for a value not less than **Rs. 75 Lakhs for a period of 12 continuous months during 01/04/2016 and 31/03/2022.** The following documentary proof for the experience must be enclosed along with the Commercial Bid, failing which, the tender is liable for rejection at the discretion of TNPL
- Copies of Work Orders / Contracts
- Copies of Bills / Invoices with Payment vouchers
- Copies of Audited Balance Sheet for the past three completed financial years
- Copies of Income-Tax return submitted for the past three assessment years



2 Earnest Money Deposit (EMD) for a value of Rs.17,00,000/- in the form of Demand Draft in favour of "TAMIL NADU NEWSPRINT AND PAPERS LIMITED" drawn on any of the Nationalized Banks, payable at KARUR.

3 Budgetary Price Bid (Annexure - II A) in a separate cover.

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

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

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

Tenderer shall submit budgetary quote with individual item rate and total value of the Tender. Reverse Auction will be conducted only with the total value of Tender for which "Opening Value of Tender" and "Minimum Bid Decrement Rate" will be decided by TNPL.

After submitting the Tender, Tenderer will not be permitted to make changes to the unit rate for individual items indicated in their budgetary quote. Unit rates indicated by Bidders in their Firm Price Bid will be taken as reference to apply percentage variation (based on total value of Tender) for individual item rates of the L1 Bidder emerged through Reverse Auction.

On the due date only Commercial Bid & Budgetary Price Bid will be opened. Both COMMERCIAL 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 Commercial Bid and also submitted Budgetary Price Bid and "Firm Price Bid" will be considered for Reverse Auction. Method and period of Reverse Auction will be communicated in advance to the qualified bidders to facilitate them to participate in Reverse Auction. TNPL will not be responsible for postal or any other delay and reserves the right to reject any or all the Tenders at its own discretion.

Opening Value of Tender, Minimum Bid Decrement Rate, Date of Auction and Time of auction will be informed to the qualified Bidder for participating in Reverse Auction. Qualified Bidder may log on to our Website (www.tnpl.com) and participate in the Reverse Auction. In case of any problem, please contact S M (Purchase) at 8903179225 or 04324-277001 to 277010, Fax No.04324-276368/277025.

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 590/- (including GST @ 18%) 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 shall be converted into Security Deposit. 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 Commerical Bid & Budgetary Price Bid.

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

TNPL reserves the right to

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

Before submitting the Tender, Tenderers are advised to visit the Site at Kagithapuram and contact

Concerned 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 COMMERICAL BID (Annexure-I), BUDGETARY PRICED BID (Annexure – II A) and "FIRM PRICE BID" (Annexure-II B) in a sealed cover is deemed for submission in the Purchase Dept. not later than **3.00 PM of 07/05/2022**

for **TAMIL NADU NEWSPRINT AND PAPERS LIMITED**


DEPUTY GENERAL MANAGER (PURCHASE)

Encl. : a.a.

1 SCOPE OF WORK

1.1 Scope of work shall be generally providing Unskilled manpower assistance for various sundry jobs which crop up often and cannot be quantified. The general nature of work to be carried out shall be as detailed below:

- Providing assistance to existing work force in maintenance of equipments involving dismantling, erection, assembly, alignment, etc.
- Providing assistance in carrying out modification in pipe lines, structures and / or any other installations.
- Providing assistance in shifting of material from place to place and collection of material from Stores / Scrap Yard and delivering to the required area of work.
- Providing assistance for carrying out various sundry electrical works like dismantling and laying of cables and works related to electrical maintenance of various equipments.
- Providing assistance for carrying out sundry civil works related to Carpentry and Masonry jobs.
- Providing assistance for any other miscellaneous works, which crop up from time to time, as per the instructions of the Engineer / Officer Incharge.
- Providing assistance in carrying out maintenance works in Auto Garage such as Vulcanising, Servicing etc.
- Providing assistance for carrying out cleaning of bagasse spillages at reclaim chests, feed conveyors, stone catch tanks, destoner area, sand riffler cleaning, spillages cleaning at aqua separator and CDs area, cleaning of drain pits etc at Pulp Mills (HW, CBI & II and MBP).
- Providing assistance in maintenance of lime grit conveyor area, foam cleaning, spillages cleaning, drain pits cleaning etc. at Soda Recovery Plant.
- In case of any breakdown or a planned shutdown of plant, contractor shall be informed accordingly and it shall be the responsibility of contractor to plan its manpower and resources accordingly. TNPL shall not pay any idle charge for the Contractor's work force under such circumstances.
- Scope of work envisaged under this contract shall be carried out round the clock if required.

- If the Officer - in- charge of the respective Department is not satisfied with the performance of the contractor and in the event of Contractor's failure to come up to the expectation of TNPL , the Officer in charge shall empower to take corrective action which includes to get work done through some other agency, to prevent stoppage of plant due to failure of the contractor and the cost thus incurred shall be debited from contractor's account.
- The Contract Workmen deployed by the Contractor at Occupational Health Center, Guest House, and Vigilance Section of TNPL shall provide 2 sets of Uniforms and the colour of the uniform so provided shall be as specified by the company.

2. **UNIT RATE**

- 2.1 The Contractor should quote an unit rate on eight (8) hours per manday basis for the category given in the Schedule of Rate. **The unit rate shall include all applicable statutory levies including Provident Fund, Group Insurance, Employees' Compensation Insurance, Road Safety Package Insurance, Personal Accident Insurance , Employees' State Insurance, if applicable and Group Medclaim Insurance.**
- 2.2 Employer contribution of Provident Fund shall be remitted by the Contractor at the concerned EPF offices through on line e-Sewa portal on 14th of every month. **Amount towards remittance of EPF/EPS dues shall be borne by the Contractor.**
- 2.3 Insurance cover for Annual Group Insurance, Employees' Compensation Insurance, Road Safety Insurance and Personal Accident Insurance Policy will be taken through TNPL Contractors'Association. **Premium amount shall be recovered from the contractor's bills in one instalment**
- 2.4 Premium towards Group Medclaim Insurance cover shall be recovered from the Contractor's bill in 3 instalment, wherein the contractor in turn will recover 50% of the premium amount from the contract workmen deployed by them in 5 instalments

3. **MODE OF BILLING**

The Contractor shall raise department – wise bills for the manpower deployed for regular working hours and for the overtime manhours / mandays deployed. The payment for overtime manhours / mandays shall be reimbursed, if the contract workers are engaged for completion / continuation of a work in "General Shift"/ any special work.

The bills shall be certified by the head of concerned Department and it shall be the responsibility of the Tenderer to ensure that bills reach Purchase Department for compilation and regular monitoring

All the monthly bill should be routed through HR Departments. While submitting the bill, the Contractor has to produce the documents viz.Bill Copy, proof towards wages disbursed, Attendance Register, Wage Acquittance, PF Remittance, Bonus manday, VDA Increase claim/Wage increase claim (if any), copy of service Tax paid, ESI remittance to HR Department of the Company.

4 PAYMENT TERMS

The Contractor shall raise running bills once in a month and the same shall be duly certified by the Engineer / Officer in charge. Payment will be effected within 7 days from the date of receipt of bills at Accounts Department of the Company as follows:

For Regular Mandays

4.1 90% of the certified bill value shall be released within 7 days from the date of receipt of certified bills at Accounts Department of the Company.

10% shall be withheld and shall be released towards payment of Bonus etc., to the Contract Workmen deployed by the Contractor. Any balance shall be held as Retention Money and released on satisfactory completion of the contract after adjusting increase / decrease in VDA Component.

For Overtime Mandays

4.2 100% of the certified bill value will be released within 7 days from the date of receipt of certified bills at Accounts Department of the Company.

4.3 Overtime mandays for Contractor's Supervisors shall be borne by the Contractor.

4.4 The ESI contribution shall be remitted by the Contractor for overtime wages paid to the Settlement Covered Contract Workmen deployed by them.

4.5 For Miscellaneous shifts, only Basic + VDA + FDA+ Special pay + PF + ESI contribution alone will be paid.

4.6 However, if the OT mandays goes beyond the sanctioned mandays in the user department where the contract workmen are deployed, cost towards the same will not be reimbursed to the Contractor.

4.7 For Overtime mandays, Basic + VDA+FDA+Special pay alone shall be paid @ double the rate and actual ESI contribution paid for overtime wages.

4.8 PF / ESI will not attract for EL, HRA shall not be paid for EL.

5 CONTRACT PERIOD

The Contract is valid for a period of One Year from **01.07.2022 to 30.06.2023**. Rates offered shall be firm and fixed during the tenure of the contract. However, TNPL reserves the right to cancel the order at its own discretion without assigning any reasons after giving 15 days notice to the Contractor.

In case performance of the contractor is not satisfactory, TNPL reserves the right to terminate the contract without any prejudice by giving 15 days notice. In case of such termination, the Security Deposit amount shall be forfeited.

6 OTHER TERMS & CONDITIONS

- 6.1 The Contractor shall quote the rate after thoroughly assessing the quantum / nature of work. The rate quoted by them shall remain firm and fixed without any escalation. In case, the contractor withdraws from the tender on a later date for any reasons the EMD submitted by them shall be forfeited without any prejudice to the Company.
- 6.2 After award of contract to the successful bidder, if the contractor withdraws from the work on a later date during the contract period for any reasons, Security Deposit, if any submitted by the Contractor shall be forfeited without any prejudice to the Company, besides the Contractor shall not be considered for any future Tenders in TNPL for a minimum period of 3 years.
- 6.3 Successful Contractor shall required to register with the Appropriate Authorities and obtain necessary Contractor's Licence for deployment of contract workmen under their contract.
- 6.4 The Contractor shall abide by the requisite labour rules and statutory obligations with respect to deployment of contract workmen from time to time.
- 6.5 The Contractor shall comply with all applicable labour statutes relating to Contract Workmen and adhere to Contract Labour (Regulation and Abolition) Act, 1970 and Tamil Nadu Contract Labour Rules, 1975.
- 6.6 TNPL reserves right to short close the contract at any time depending upon the necessity.
- 6.7 The rate offered shall be firm and fixed during the tenure of the Contract without any escalation whatsoever.

- 6.8 The Contractor shall comply with all applicable labour rules and regulation enclosed at Annexure – III with respect to deployment of contract workmen from time to time regarding wages, bonus, Employer's Provident Fund and other statutory regulations. All expenditure against such requirements shall be borne by the Contractor.
- 6.9 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.
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ANNEXURE I - COMMERCIAL BID

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

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

| | | |
|---|--|--|
| 1 | Name and address of the Tenderer | |
| 2 | Partnership / proprietorship/private, limited company / Public Limited Company/Public undertaking.(Proof of registration to be enclosed). | |
| 3 | Name and address of partners and/or directors (incase of company or partnership firm copy of the relevant registration/ partnership deed to be provided) | |
| 4 | Usual place of business | |
| 5 | <p>Experience:</p> <p>Tenderer should have experience in carrying out labour oriented works (by engaging skilled and unskilled workmen) like manual packing of materials, manual handling of materials,manual loading, unloading and stacking of materials, operation and maintenance of equipments and machineries like boilers, conveyors, crushers, pumps, compactors etc. or installation of Plant and Machinery in any industry or Government establish-ment and carried out works for a value not less than Rs.75 Lakhs for a period of 12 continuous months between 01/04/2016 to 31/03/2022. The following documentary proof for the experience must be enclosed along with the Technical-Cum-Commercial Bid failing which, the tender is liable for rejection at the discretion of TNPL.</p> <ul style="list-style-type: none"> • Copies of Work Orders / Contracts • Copies of Bills / Invoices with Payment vouchers • Copies of Audited Balance Sheet for the past three completed financial years • Copies of Income-Tax return submitted for the past three assessment years | |
| 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 and address 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 | <p>Is the Tenderer an income-tax --</p> <p>Assessee? Copy of latest IT return along with</p> <p>PAN No. has to be produced.</p> <p>a) PAN No. (Pl. provide Photo Copy) --</p> <p>b) Status (Please tick) --</p> <p>c) GST Regn.No. & Date --</p> <p>(Please provide photo copy)</p> | <p>Company / Non Company</p> |
| 13 | Please give your sales turnover for the past 3 years along with copy of audited balance sheet and profit and loss account. | |
| 14 | Latest Solvency Certificate Details for a value of Rs 5 lakhs | |
| 15 | Agreeable to take up the work as per Tender | Yes / No |
| 16 | <p>E.M.D. AMOUNT :</p> <p>Have you enclosed Demand Draft towards EMD in Commercial Bid Envelope for an amount of Rs 17,00,000/-.</p> | |
| 17 | <p>TENDER FEE:</p> <p>Have you enclosed (Tenderers who have downloaded Tender Demand Draft towards payment of non-refundable Tender Fee of Rs.590/- (incl. GST @ 18%)</p> | |
| 18 | <p>VALIDITY OF OFFER :</p> <p>Agreeable to keep the offer valid for a minimum period of 90 days from the due date and the rates valid for one year.</p> | |
| 19 | Have you taken up any work earlier in TNPL? If so, furnish order particulars with copies of orders | |

| | | |
|----|--|--|
| 20 | [Copy of GST Registration should be enclosed] GST Registration details | |
| 21 | Please mentioned applicable GST percentage for the offered items. If not mentioned applicable GST percentage your offer will be liable for rejection. | |

NAME :

ADDRESS :

(SIGNATURE WITH SEAL)

DATE :

Contact Phone No. :

Mobile Phone No. :

E-Mail ID :

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

To

Tamil Nadu Newsprint and Papers Limited**Kagithapuram - 639 136, Karur (Dt.)**

Sir,

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

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

| Sl.No. | Description | Estimated Regular Mandays per Annum | Rate/Manday (Rs. P) For Regular Shift (8 Hours/day) | Value (Rs.P) |
|--------|---|-------------------------------------|--|-----------------|
| 1 | Category - I Manpower (Including Semiskilled Helper / Supervisor) | 3500 | | |
| 2 | Category – II, III, IV ,V, VI , VII Manpower drawing the wages of regular employees (Contract workmen who have completed 53 years of Age / 23 years of Service) | 122500 | | |

Value per Annum _____

GST _____

Total Value _____

- Note: 1 For item No. 1 , Tenderer should quote an unit rate on Eight (8) Hours per manday basis. The unit rate **shall include** applicable statutory levies including Provident Fund, Employees' Compensation Insurance, Road Safety Package Insurance, Group Insurance, Personal Accident Policy, Employees' State Insurance if applicable and Group Medclaim Insurance (50% of the premium amount).
- 2 Above estimated regular mandays per annum is only indicative and it may vary on either side depending upon the requirement of plant operations. However, payment shall be made for the actual manpower deployed only. TNPL shall not give guarantee for any minimum quantum.
- 3 For Miscellaneous shifts, only Basic+VDA+FDA+Special Pay inclusive of PF alone will be paid.
- 4 For Overtime wages, double the rate of Basic + DA + Special Pay and actual ESI contribution for OT wages (HRA, PF etc., shall not be considered). Overtime wages payment will be made by TNPL at actuals.

Thanking you,

Yours faithfully,

NAME & ADDRESS WITH DATE :

(SIGNATURE WITH SEAL)

Name:

Address:

Date:

Contact Phone No.:

Mobile Phone No. :

E-Mail ID:

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

To

Tamil Nadu Newsprint and Papers Limited**Kagithapuram - 639 136, Karur (Dt.)**

Sir,

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

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

| Sl.No. | Description | Estimated Regular Mandays per Annum | Rate/Manday (Rs. P) For Regular Shift (8 Hours/day) | Value (Rs.P) |
|--------|---|-------------------------------------|---|--------------|
| 1 | Category - I Manpower (Including Semiskilled Helper / Supervisor) | 3500 ✓ | | |
| 2 | Category – II, III, IV ,V, VI , VII Manpower drawing the wages of regular employees (Contract workmen who have completed 53 years of Age / 23 years of Service) | 122500 ✓ | | |

Value per Annum _____

GST _____

Total Value _____

- Note: 1 For item No. 1 , Tenderer should quote an unit rate on Eight (8) Hours per manday basis. The unit rate **shall include** applicable statutory levies including Provident Fund, Employees' Compensation Insurance, Road Safety Package Insurance, Group Insurance, Personal Accident Policy, Employees' State Insurance if applicable and Group Medclaim Insurance (50% of the premium amount).
- 2 Above estimated regular mandays per annum is only indicative and it may vary on either side depending upon the requirement of plant operations. However, payment shall be made for the actual manpower deployed only. TNPL shall not give guarantee for any minimum quantum.
- 3 For Miscellaneous shifts, only Basic+VDA+FDA+Special Pay inclusive of PF alone will be paid.
- 4 For Overtime wages, double the rate of Basic + DA + Special Pay and actual ESI contribution for OT wages (HRA, PF etc., shall not be considered). Overtime wages payment will be made by TNPL at actuals.

Thanking you,

Yours faithfully,

NAME & ADDRESS WITH DATE :

(SIGNATURE WITH SEAL)

Name:

Address:

Date:

Contact Phone No.:

Mobile Phone No. :

E-Mail ID:

ANNEXURE – III

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

TERMS AND CONDITIONS FOR PROVIDING MANPOWER ASSISTANCE FOR SUNDRY JOBS AT UNIT – I FOR THE YEAR -2022-23

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

1. REGISTRATION OF CONTRACT AND CONTRACTOR'S LICENCE

- 1.1 The Contractor has to produce the following documents to the Principal employer to register their contract with the Joint Director of Industrial Safety and Health, Trichy:
 - a. Contractor's Details (Proprietor's name, Father's name, Age/ Date of birth, E-mail ID, Mobile No.).
 - b. Form VI- A (Notice of Commencement of work).
 - c. Indemnity Bond in Rs.20/- Stamp paper.
 - d. Copy of Aadhaar Card.
- 1.2 If the Contractor 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:
 - a. Form IV- Application for Licence (5 Copies)
 - b. Form VII – In case of renewal of Licence (5 Copies)
 - c. Along with the above forms, Security Deposit of Rs.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.
 - d. Licence Fee is to be 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).

DETAILS OF REVISED LICENCE FEE:

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

- Licence amendment fee - Rs.500/-
 Renewal fee - Initial – 100%
 Surcharge - Initial – 50%
 Duplicate licence fee - Rs.500/-
 e. Certificate by TNPL in Form V

Without complying the above formalities at 1.1 and 1.2, the Contractor or their personnel shall not be permitted to enter the work premises and take up the work.

2. **BASIC WAGE & DEARNESS ALLOWANCE:**

The Contractor has to pay Basic wages and Dearness Allowance to the contract workmen engaged by them as per the Annexure "A", "B", "C", "D", "E", "F", "G", "H" and "I".

3. **OVERTIME WAGES:**

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

4. **EPF/EPS:**

The Contractor should obtain a separate Provident Fund code (or) sub code number as the case may be 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.

- EPF/EPS has to be remitted for actual shift, NH/FH and Miscellaneous Shift (Basic wages + Special Pay + DA)
- Overtime wages do not attract PF.

- iii. **Before remitting EPF, EPS, EDLI and other allied dues, the Contractor shall require to show the details of actual attendance of each contract workmen deployed by them, NH/FH and miscellaneous shift together with wage acquittance to the Contract section – HR department of the Principal Employer on or before 12th of every month in order to ascertain as to whether the attendance tallies with the wage acquittance and assess the amount payable towards EPF, EPS, EDLI and other allied dues. Only after getting confirmation, the Contractor has to remit EPF, EPS, EDLI and other allied dues in their PF code on or before 15th of every month. In case, any discrepancies such as short/belated remittance are found in the remittance of EPF, EPS, EDLI and other allied dues at later point of time, the Contractor shall require to comply with the Statutory provisions in toto.**
- iv. The Contractor shall require to remit EPF / EPS dues for their workmen at the rate of 25% of Basic wages + Special Pay + DA (12% recovered from their contract workmen, 12% by the Contractor, 0.5% Administrative Charges subject to minimum Rs.500/-, 0.5% EDLI Charges) to the Regional Provident Fund Commissioner, Trichy under the Contractor's code on or before 15th of every succeeding month and submit the proof for EPF/EPS remittance on or before 16th of the same month along with PF remittance challans in time to the RPFC, Trichy and the Contract Section in the HR department of the Principal Employer. (Addition of any workman in Form 5, Deletion of any workman in Form 10, Challan particulars / Remittance break ups in Form 12A). The Contractor shall also required to submit following annual returns to the RPFC, Trichy:
- Form 6 A (Annual PF /EPS Contribution Statement),
Form 3 A (Individual PF/EPS Contribution card).
- v. Since the Employees Provident Fund Organisation has introduced payment through e- Sewa, the Contractor has to provide 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 14th of the succeeding month through online.
- vi. If the Contractor 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 the PF Office through TNPL Contractors' Association.

No reimbursement for EPF/EPS remittances

vii **UAN ACTIVATION & LINK AND TRANSFER OF EPF / EPS AMOUNT:**

- a. In case of commencement of contract, the contractor has to obtain the details of UAN (Universal Account Number) for the contributory members deployed by them 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 the 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 Contractor shall require to transfer the EPF /EPS amount from the previous Contractor's PF Code Number to their PF Code Number within a period of 2 months after the commencement of work.
- c. Further, the contractor has to submit system generated pdf file in respect of their establishment code relating to the details of the contract workmen deployed by them to Contract section, HR department of the Principal Employer within 2 months after the commencement of the work.
- d. The contractor shall require 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 shall require to get the UAN activated for the new member in EPFO-OTCP portal.
- e. The Contractor shall require to upload KYC (Know Your Customer) details of the new member and also for the old member, if KYC details are not uploaded including Aadhar details, which is compulsory / mandatory.

5. **OTHER BENEFITS**

- i. Funeral expense of Rs.2500/- to the dependent of the deceased in the event of death of a contract workman, while in service.
- ii. Family Planning incentive of Rs.2500/- + 7 days special leave with wages.
- iii. **Six** one quire small size note books and **six** one quire long size note books to be distributed through TNPL Contractors' Association at 50% of market rate.
- iv. The Contractor shall bear Rs.35/- towards Identity Card to be issued to each of their contract workman within 3 days from the date of beginning of the contract.
- v. Contractor shall disburse all the Personal Protective Equipments viz; shoes etc., are to be provided their Male and Female contract workmen. The Contractor shall not quote the rate for Safety Shoes.

- vi. Whenever the contract workman engaged by the contractor shall require to be deputed to other places, the contractor can claim such expenses from TNPL at rates determined by the Company. The Contractor has to submit invoice duly certified by the Head of the User Department of Principal Employer. The Contractor shall also provide advance, as and when required, for the workmen thus deputed for outstation works.

6 a) MAINTENANCE OF ATTENDANCE REGISTER:

The Contractor shall require 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 the Principal Employer (shift Incharge/Section Head)

The Contractor is required to ensure the attendance regularization for previous month on or before 5th of succeeding month.

- i. The Contractor shall require to submit the bills of previous month to the Accounts Department of the Principal Employer on or before 20th of succeeding month.
- ii. The Contractor shall require to submit every month's mandays details of the Settlement covered contract workmen engaged by them while submitting the monthly bills to HR Department of the Principal Employer.

b) WAGES:

Wages shall be paid for the actual days worked.

- i. Wage Slip pertaining to individual contract workman should be given one day prior to the date of payment of wages.
- ii. The Contractor should disburse wages on or before 10th of every month by crediting it to the savings bank account of the contract workmen with SBI / IOB Banks irrespective of payment of bills.
- iii. **All other payments such as wage arrears as per the Settlement entered into between TNPL Contractors' Association and the Trade Unions, Increase in wages , Dearness allowance etc. should be made to the contract workmen in time as per the instruction of the Principal Employer.**
- iv. **All the monthly bill should be routed through HR Department of the Principal Employer. While submitting the bill, the Contractor has to produce the documents viz.Bill Copy, proof towards Wages Disbursement, Attendance Register, Wage Acquittance, Remittance of EPF/ESI Contributions, Bonus mandays, VDA Increase claim/Wage increase claim (if any) to HR Department of the Principal Employer.**

- v. **In mandays based contract / tonnage based contract, the Contractor is required to produce copy of bills claimed with mandays details together with copy of Attendance, wage acquittance for every month for the Settlement covered/ Outsourced workmen deployed in their respective contract on or before 12th of every month for the purpose of ensuring PF compliance. 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 shall ensured by the contractor irrespective of the bill payment to the contractor.

a) **PAN CARD:**

The Contractor is required to ensure that all the Settlement covered contract workmen being deployed in their contract should obtain Permanent Account Number (PAN CARD) and the same shall be furnished in the wage slip and to the Bank, wherein they have Savings Bank Account in which the wage is being credited every month.

7. **LEAVE WITH WAGES:**

- a. Two days leave for every 30 days of work performed (Basic, Special Pay, DA, Annual Increase are to be taken into account). Leave eligibility will be as per the Factories Act, 1948 subject to maximum of 20 days per annum. Wages paid for Earned Leave will not attract PF/EPS/ESI.

In case of any extension of the contract period, the contractor will get proportionate reimbursement from the Company for payment of Earned Leave over and above 20 days to their workmen.

- b. Factory observes 10 declared holidays—(4 National Holidays and 6 Festival Holidays). For every National / Festival Holiday (NH/FH), the contract workmen shall be paid one day's wage. If a contract workman is deployed on a FH / NH, then one day's additional wage shall be paid. Wages paid for NH/FH will attract PF/EPS / ESI.
- c. In addition to the 10 Declared holidays, in case, if the State / Central Government declares any other day as a Public holiday with wages, the contractor shall be liable to pay double wages for contract workmen, labour deployed on that day and a single wage to those, who have availed leave after seeking necessary clarification from the Company. And the Contractor shall get it reimbursed from the Company on submission of proof towards payment of additional holidays other than 10 declared holidays.

This apart, in case, if the contractor is required to pay for NH/FH over and above 10 days to their contract workmen due to extension of the contract period, if any, the contractor will get reimbursement from the Company proportionately.

8. **BONUS:**

Annual Bonus paid for the year 2020-2021 was Rs.9,000.00 per workman, which has to be taken into account, while quoting the rates.

If any contract workmen not worked for 240 days, in such case, there will not be any refund from the Bonus amount deducted from the bills.

Any increase above Rs.9,000.00 will be reimbursed by TNPL after effecting Bonus to the Contract workmen. It is the responsibility of the Contractor to pay eligible Bonus to the eligible contract workmen.

9. **EMPLOYEES' STATE INSURANCE ACT, 1948 (ESI)**

APPLICABILITY:

The Contractor shall require 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 wage upto Rs.21,000/- per month.

OBTAINING OF EMPLOYER'S CODE / SUB CODE NUMBER:

The Contractor shall require 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 contractor who already own separate Employer code for ESI shall require to obtain a sub code separately for the said purpose.

CONTRIBUTIONS:

The contractor shall require to remit ESI Contributions at the rate of 3.25% of gross wages as Employer's share and 0.75% of gross wages as Employee's share by deducting from the wages of contract workmen 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 a list showing contribution particulars in respect of each contract workman. The contractor shall also require to submit a copy of return of contribution (Form 5) to the Company on or before 12th May and 11th November of the respective year.

MEMBERSHIP

The contractor shall require to remit ESI contributions, if only insured contract workman wage becomes more than Rs.21,000/- per month, even then a contract workman remains covered till the end of such contribution period, which is either April to September or October to March of respective year. For instance, if the contract workman's wage exceeds Rs.21,000/- per month in the middle of the contribution period, then the Contractor is required to remit Employer and Employees' share of contributions till end of the respective contribution period.

CONTRIBUTION PERIOD AND BENEFIT PERIOD:

Contribution Period means the period not exceeding six consecutive months and the contribution period is between 1st April to 30th September of the respective year and the other one is between 1st October to 31st March of the respective year. Benefit period means the period not exceeding six consecutive months corresponding to the contribution period.

(i.e.)

| S. No. | Contribution Period | Benefit Period |
|--------|---|---|
| 1 | 1 st April to 30 th September | 1 st January to 30 th June |
| 2 | 1 st October to 31 st March | 1 st July to 31 st December |

CALCULATION FOR PAYING ADVANCE CONTRIBUTION WHILE OBTAINING EMPLOYER'S CODE

Rs.5278.00 per contract workmen per month X 4% of wages X 6 months X Total No. of contract workmen

WAGE:

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

- Basic wages, Special Pay, Dearness Allowance
- House Rent Allowance
- City Compensatory Allowance
- Overtime Wages (but not to be taken into account for determining the coverage of a workman)
- Payment for day of rest
- Production incentive
- Bonus other than Statutory.
- 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(Miscellaneous Shift)
- Leave with wages (Paid Holidays)

NOT AS WAGE

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

- Contribution paid by the employer to any pension / Provident Fund or 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 (Earned 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 conveyance paid at an interval exceeding 2 months.

After taking up the work by the contractor as per the Purchase order awarded to them, the contractor shall require 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 shall require to pay advance contributions for 6 months for the contract workmen engaged in the mill to obtain Employer's code for remitting ESI contribution every month. The advance contribution so remitted by the Contractor is adjustable in the contribution payable in future based on the contract workmen deployed.

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

MANNER AND TIME LIMIT

The contractor has to deposit the total amount of contribution (Employer's share @ 3.25% and Employee's share @ 0.75%) through an authorized bank or a challan with the prescribed form in quadruplicate on or before 15th of month following the calendar month in which the wages fall due.

PENALTY

Non remittance of ESI contributions will attract interest @ 12% and damages ranging from 5% to 25% depending upon the delay in remittance (i.e.) 5% for below 2 months delay, 10% for below 4 months delay, 15% for below 6 months and 25% for above 6 months delay.

PUNISHMENT FOR FAILURE TO PAY CONTRIBUTIONS, ETC.

In case of any failure to comply ESI contributions, the default Contractor will be punishable as per the Sec.85 of ESI Act, 1948.

HOSPITALIZATION DUE TO ACCIDENT:

In case, the Contract workman met with an accident while on duty or outside the mill premises, it is the sole responsibility of the contractor to make arrangements for the medical treatment of contract workman in a good hospital or in ESI Hospital and give treatment till the contract workman rejoins duty. Hospitalization expenses shall be claimed under Employee's State Insurance Scheme. It is also your responsibility to produce the required documents to ESI authorities without any delay as specified in the scheme for getting such reimbursement from ESIC.

MAINTENANCE OF REGISTERS / RECORDS:

Contractor shall require to maintain the following registers/ records:

| S.No | Form No. | Particulars of Forms |
|------|-----------------------------------|--|
| 1 | Form - 01(A) (Regulation 10-C) | 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 31 st January. |
| 2 | Form – 1 | Declaration Form To be submitted in respect of contract workman who is not already registered under ESI Act) |
| 3 | Form 1-A (Regulation 15-A) | Family Declaration Form |
| 4 | Form – 2 (Regulation 15-B) | Addition / Deletion in Family Declaration Form of the Employees' State Insurance Corporation |

| S.No | Form No. | Particulars of Forms |
|------|--|---|
| 5 | Form 3 (Regulation 14) | Return of Declaration Forms |
| 6 | Form 4 (Regulation 17 and 95-A) | Identity Card |
| 7 | Form 4-A (Regulation 95-A) | Family Identity Card |
| 8 | Challans | Remittance of Contributions to be sent to ESIC regional Office, Salem on or before 15 th of every month |
| 9 | Form 5 (Regulation 26) | Return of Contributions Employees' State Insurance Corporation. Summary of contribution (Form 5) in quadruplicate along with challans to be submitted to ESIC, Karur on or before 12 th May / 11 th November of every year. |
| 10 | Form -5-A (Regulation 31 – Second Proviso) | Employees' State Insurance Corporation. Statement of Advance Payment of Contributions made for the Contribution Period Ended..... |
| 11 | Form 6 (Regulation 32) | 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 12 th May of every year) |
| 12 | Form – 9 (Regulation 63 and 89-B) | Claim for Sickness / T.D.B./Maternity Benefit for Sickness - Employees' State Insurance Corporation |
| 13 | Form – 10 (Confidential) (Regulation 52-A) | 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 |
| 14 | Form – 11 (Regulation 66) | Accident Book - Employees' State Insurance Corporation |
| 15 | Form – 12 | Accident Report from the 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. |

10. **EMPLOYEES' COMPENSATION INSURANCE AND ROAD SAFETY PACKAGE INSURANCE APPLICABILITY:**

Any Contract workman drawing wages above Rs. 21,000/- per month is required to be covered under the Employees' Compensation and Road Safety Package Insurance policies. It is applicable for both Settlement Covered Contract Workmen and Outsourced workmen deployed by the Contractor.

The Contractor is required to pay premium for Employees' Compensation Insurance and Road Safety Package Insurance Policy to extend the benefits as in vogue to the contract workmen, who are drawing Unskilled / Semi Skilled (C) grade wages of regular employees i.e. above Rs.21,000/- per month and also to the contract workmen, who may receive Unskilled / SS(C) grade wages of regular employees, when they attain 53 years of age (or) completion of 20/23/25 years of service, whichever is earlier, every month in forth coming days.

The premium for the policies of Employees' Compensation Insurance and Road Safety Package Insurance will be paid by the Company through TNPL Contractors' Association for the period

from 01.01.2022 to 31.12.2022. The Settlement covered contract workmen, who are drawing wages above Rs.21,000/- per month and the contract workmen, who draws wages of Unskilled grade wages of regular employees are required to be covered under Employees' Compensation Insurance & Road Safety Package Insurance, for whom the premium will be deducted from the bills of the Contractor.

Premium payable by the Contractor to cover their contract workmen under the following insurance policies:

a) **Employees' Compensation Insurance:**

Premium: (Per day wage X No. of contract workmen X No. of days X30.15)/ 1000 + GST as applicable.

b) **Road Safety Package Insurance:**

Premium amount (per head / annum): Rs. 520 X No. of contract workmen + GST as applicable.

Sum assured for Road Safety Package Insurance Policy:

Rs.200000/- - Death cum accidental benefit

Rs.200000/- - Hospitalization expenses

In case the Contract workman met with an accident while on duty or outside the mill premises, it is the sole responsibility of the contractor to make arrangements for the medical treatment of such contract workman in a good hospital and give treatment till the contract workman rejoins duty. Hospitalisation expenses upto Rs. 2,00,000/- shall be claimed under Road Safety Package Insurance Policy. It is also the responsibility of the Contractor to produce the required documents to the Insurance authorities without any delay for getting such reimbursement from the Insurance Company. 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 premises, the Contractor is liable to settle the full Medical Expenses to Contract workman deployed in their contract and get reimbursement from the Insurance Company.

Premium payable by the contractors for Annual Group Insurance and Personal Accident Insurance:

c) **Annual Group Insurance applicable to Settlement covered contract workmen, in case of death:**

Premium amount (per head / annum): RS. 400 X No. of Contract workmen + GST as applicable.

Sum assured for Annual Group Insurance Policy:

For Natural death : Rs. 40,000/-

For Accidental death :Rs. 80,000/-

d) **Personal Accident Insurance applicable to the Settlement covered contract workmen deployed by the contractor:**

Premium amount (per head /annum): Rs. 12 X No. of contract workmen + GST as applicable.

Sum assured for Personal Accident Insurance Policy: Rs.20, 000/- per Contract Workmen (in case of death due to accident).

Note: The contract workmen who are given coverage under ESI Scheme are also required to be covered under Annual Group Insurance and Personal Accident Insurance.

11 GROUP MEDICLAIM INSURANCE

APPLICABILITY:

Settlement covered contract workmen, who are drawing wages above Rs.21,000/- per month are required to be covered under the Group Mediclaim Insurance scheme for a sum of Rs.2.00 lakhs per year. It is applicable for the settlement covered contract workmen and their dependents.

Contractor is required to pay premium for Group Medclaim Insurance policy to the contract workmen, who are drawing Unskilled / Semiskilled (C) grade wages of regular employees i.e. above Rs.21,000/- per month and also to the settlement covered contract workmen, who may receive Unskilled / Semiskilled (C) grade wages of regular employees, when they attain the age of 53 years or completion of 20/23 years of service whichever is earlier, every month in forth coming days, during the tenure of the contract.

PREMIUM:

Contractor shall require to bear 50% of the premium amount and to deduct remaining 50% of the premium amount from the wages of the contract workmen in 3 instalments.

REMITTANCE:

Every year, Group Medclaim Insurance scheme policy will be renewed with effect from 1st August. In this regard, contractor is required to remit the premium amount directly to the Insurance Company as fixed by TNPL Contractors' Association through Tendering process.

For the period from 01.08.2021 to 31.07.2022, a sum of Rs.28,166.00 was paid as 50% of the premium amount inclusive of GST (ie. Premium amount Rs.23,869.00 + GST Rs.4,297.00 = Rs.28,166.00).

However, the premium amount payable towards Group Medclaim Insurance may vary depending upon the number of Contract workmen and their family members and hence 10% of the premium amount over and above the last year Group Medclaim Insurance premium amount may be taken into account for quote by the contractor.

12. SAFETY

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

In view of Safety and Security considerations of the Mill, Cell Phones usages are strictly banned inside the Mill premises. If the Contract workmen / Supervisor are found possessing cell phones inside factory premises, they shall be sent out of the Factory premises and the cell phone shall be confiscated.

13. The Contractor / contract representative shall should attend the monthly meeting convened by the company.

14. **MAINTENANCE OF REGISTERS / RECORDS**

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

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

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

15. **ISSUANCE OF PHOTO IDENTITY CARD:**

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

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

The Contractor is required to submit the following documents pertaining to their contract period for settlement of Retention Money / Security Deposit:

- i Attendance Register.
- ii Payment of Wages Register (Wages Acquittance).
- iii Payment of Bonus / Festival Advance Acquittance.
- iv Proof for the disbursement of Note Books , Issuance of shoes and other issues made in contract period.

- v 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
- vi PF / EPS dues / ESI remitted Original Challans for every month for the Contract period.
- vii Form-23- Annual Accounts Slips to be obtained from RPFC, Trichy upto last financial year.
- viii Indemnity Bond in Rs.100/- stamp paper duly attested by a Notary Public to comply with all the statutory dues / payments etc., to their contract workmen.

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

17. SCHOOL FEES:

School fees for the wards of contract workmen will be deducted from contractor's monthly bills. In turn, the contractor shall recover that amount from the subsequent month's wages of respective contract workman.

18. In order to keep cleaner working environment and minimize the loss of resources and pollution during handling, the contractor shall follow the required procedures as applicable from time to time.

19. INCOME TAX:

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

20. AGE:

The Contractor shall not engage aged persons (Settlement covered contract workmen) in their contract i.e. above 60 years and ensure it promptly.

21. PENALTY:

i. FOOD ARRANGEMENT TO THE SETTLEMENT COVERED CONTRACT WORKMEN THROUGH INDUSTRIAL CANTEEN TOKEN MANANGEMENT SYSTEM FROM INDUSTRIAL CANTEEN

The Contractor is required to ensure that the Settlement covered contract workmen deployed in their contract are availing the canteen facilities by submitting the token generated from the Biometric reader.

- ii. If the Contractor is found distributing subsidised food items from TNPL Industrial Canteen to "Outsiders/Lorry Drivers/Cleaners/outsourced workmen /visitors, a sum of Rs. 5,000/- per occasion will be deducted from the bills of the contractor.
- iii. If the Contractor fails to provide requisite manpower of the user department, a sum of Rs.5,000/- per occasion will be deducted from the bills of the contractor.

If the Contractor fails to comply with the clauses from 1 to 20, 21(i), (ii), (iii) and the clauses of Annexure A, B, C , D, E, F, G, H and I 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 Contractor.

ANNEXURE – A

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

CATEGORY I - FOR GENERAL CONTRACT WORKMEN

1. **WAGES:** Following basic wages are payable to the personnel engaged by the Contractor

| CATEGORY | BASIC WAGE PER DAY (Rs.) (As on 01.09.2021) | SPECIAL PAY(PER MONTH) (Rs.) | NO. OF PERSONS |
|---------------------|--|---------------------------------|----------------|
| Helper | 201.03 | 871.00 | 12 |
| Semi Skilled Helper | 203.63 | 883.00 | 0 |
| Supervisor | 294.34 | 1139.00 | 0 |

1. (a) Component wise wage details

| Particulars | Wage per Month in Rs. As on 01.01.2021 | | |
|---|---|-----------------------------------|--------------------------|
| | Category 1 Helper | Category 2 Semi Skilled Helper | Category 3 Supervisor |
| Basic Pay | 5327.30 | 5396.20 | 7800.01 |
| Special Pay | 871.00 | 883.00 | 1139.00 |
| FDA | 6623.60 | 6623.60 | 6623.60 |
| VDA | 5145.00 | 5145.00 | 5145.00 |
| HRA – Rs.11/- per day | 291.50 | 291.50 | 291.50 |
| Health Allowance – Rs.4/- per day | 106.00 | 106.00 | 106.00 |
| Night Shift Allowance – Rs.5/- / Shift | 40.00 | 40.00 | 40.00 |
| Total | 18404.40 | 18485.30 | 21145.11 |

* -Monthly Basic, HRA, HA are calculated for 26.5 days

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

- (i) **FDA** : RS.6623.60 per month.
- (ii) **VDA** : In addition to amount payable at "2 (i) " above, VDA is payable at the rate of Rs.2.10 per point over and above 5789 points in All India Consumer Price Index (Base 1960 = 100). For the quarter April, May and June 2022, VDA is Rs.5145.00 per month at 8239 points. Any increase or decrease above 8239 points will be borne by TNPL / recovered from the Contractor.

Any increase / decrease of VDA amount will be paid / deducted on monthly basis.

3 **ALLOWANCES**

- a. House Rent Allowance @ RS. 11/- per day of attendance.
- b. Night Shift Allowance @ RS. 5/ per Night Shift.
- c. Health Allowance @ RS. 4/- per day of attendance.

4 **ANNUAL INCREASE:**

Rs. 35.00 per month effective from 1st September every year.

Other benefits will be applicable to this category as per General Terms and Conditions applicable to contract workmen.

ANNEXURE – B

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

CATEGORY II: CONTRACT WORKMEN WHO HAVE ATTAINED 53 YEARS OF AGE AS PER THE 18(1) SETTLEMENT ENTERED INTO BETWEEN TNPL CONTRACTORS ASSOCIATION TRADE UNIONS REPRESENTING CONTRACT WORKMEN DATED 25.02.2011 AND 29.03.2011 ELIGIBLE FOR THE WAGES WITH 7 INCREMENTS AS SPECIFIED BELOW:

1 BASIC WAGES:

The Settlement Covered Contract Workmen on the date of Settlement (25.02.2011 and 29.03.2011), who had completed 23 years of services / 53 years of age on or after 01.04.2011, should be paid direct wages equivalent to Unskilled grade Company Employee wages as detailed below:

| Particulars | Unskilled Wage per Month (Rs.) As on 01.01.2022 |
|---|--|
| Basic wages | 11476.00 |
| FDA | 15908.78 |
| VDA | 6688.21 |
| HRA | 1377.12 |
| Washing Allowance | 143.00 |
| Conveyance Allowance | 640.00 |
| Night Shift Allowance@ Rs.36/- per shift | 288.00 |
| Total | 36521.11 |
| Existing No. of contract workmen under this category | - |

Other Monetary & Non- monetary benefits are to be given as applicable to all contract workmen.

Apart from the above, Annual increase of Rs.118/- for Unskilled is to be added in the Basic wage on 1st April of every year. HRA will also get increased proportionately @12% of basic wages.

The Contractor shall take into account the following criteria with regard to Annual Increase:

- Annual increase is to be paid to the contract workmen deployed by the contractor in TNPL on 1st of April every year.

- Contractor shall quote the rate only after considering the aforesaid annual increase. However, if any contract period commence subsequent to the month of April, the Contractor shall ensure that the 1st annual increase is taken into account in their quoted rate. Likewise, if the 2nd annual increase falls during the contract / extension period, if any, then the contractor shall be liable to disburse the same to their workmen and will get it reimbursed from TNPL.

Further, during the tenure of contract, if any contract workman is found eligible for the above clause, they shall be paid direct wages of Unskilled grade of Company employee as detailed below:

1st to 15th day of the month – Benefit is to be given from 1st day of the same month.
16th to end of the month – Benefit is to be given from the succeeding month.

2 VARIABLE DEARNESS ALLOWANCE

There will be a revision in VDA on 1st January, 1st April, 1st July and 1st October every year. The Contractor has to pay the revised wages as specified to the Contract workmen falling under this category.

Any increase / decrease of VDA amount will be paid / deducted on monthly basis.

Other benefits will be applicable to this category as per General Terms and Conditions applicable to contract workmen.

ANNEXURE – C

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

CATEGORY II: CONTRACT WORKMEN WHO HAVE ATTAINED 53 YEARS OF AGE AS PER THE 18(1) SETTLEMENT ENTERED INTO BETWEEN TNPL CONTRACTORS' ASSOCIATION AND TRADE UNIONS REPRESENTING CONTRACT WORKMEN DATED 25.02.2011 AND 29.03.2011 ELIGIBLE FOR THE WAGES WITH 6 INCREMENTS AS SPECIFIED BELOW:

1. BASIC WAGES:

The Settlement Covered Contract Workmen on the date of settlement (25.02.2011 and 29.03.2011), who had completed 23 years of services / 53 years of age on or after 01.04.2011, should be paid direct wages equivalent to grade Company Employee wages as detailed below:

| Particulars | Unskilled Wage per Month (Rs.) As on 01.01.2022 |
|---|---|
| Basic wages | 11358.00 |
| FDA | 15870.56 |
| VDA | 6619.44 |
| HRA | 1362.96 |
| Washing Allowance | 143.00 |
| Conveyance Allowance | 640.00 |
| Night Shift Allowance@ Rs.36/- per shift | 288.00 |
| Total | 36281.96 |
| Existing No. of contract workmen under this category | 188 |

Other Monetary & Non- monetary benefits are to be given as applicable to all contract workmen.

Apart from the above, Annual increase of Rs.118/- for Unskilled is to be added in the Basic wages on 1st April of every year. HRA will also get increased proportionately @12% of basic wages.

The Contractor shall take into account the following criteria with regard to Annual Increase:

- Annual increase is to be paid to the contract workmen deployed by the contractor in TNPL on 1st of April every year.

- Contractor shall quote the rate only after considering the aforesaid annual increase. However, if any contract period commence subsequent to the month of April, the Contractor shall ensure that the 1st annual increase is taken into account in their quoted rate. Likewise, if the 2nd annual increase falls during the contract / extension period, if any, then the contractor shall be liable to disburse the same to their workmen and will get it reimbursed from TNPL.

Further, during the tenure of contract, if any contract workman is found eligible for the above clause, they shall be paid direct wages of Unskilled grade of Company employee as detailed below:

1st to 15th day of the month – Benefit is to be given from 1st day of the same month.
16th to end of the month – Benefit is to be given from the succeeding month.

2 VARIABLE DEARNESS ALLOWANCE

There will be a revision in VDA on 1st January, 1st April, 1st July and 1st October every year. The Contractor has to pay the revised wages as specified to the Contract workmen falling under this category.

Any increase / decrease of VDA amount will be paid / deducted on monthly basis.

Other benefits will be applicable to this category as per General Terms and Conditions applicable to contract workmen.

ANNEXURE – D**Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23**

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

CATEGORY III: CONTRACT WORKMEN WHO HAVE ATTAINED 53 YEARS OF AGE AS PER THE 18(1) SETTLEMENT ENTERED INTO BETWEEN TNPL CONTRACTORS' ASSOCIATION AND TRADE UNIONS REPRESENTING CONTRACT WORKMEN DATED 25.02.2011 AND 29.03.2011 ELIGIBLE FOR THE WAGES WITH 5 INCREMENTS AS SPECIFIED BELOW:**1 BASIC WAGES:**

The Settlement Covered Contract Workmen on the date of Settlement (25.02.2011 and 29.03.2011 / 06.10.2015 and 28.10.2015), who had completed 23 years of services / 53 years of age on or after 01.04.2011, should be paid direct wages equivalent to Unskilled grade Company Employee wages as detailed below:

| Particulars | Unskilled Wage per Month (Rs.) As on 01.01.2022 |
|---|--|
| Basic Pay | 11240.00 |
| FDA | 15832.34 |
| VDA | 6550.67 |
| HRA | 1348.80 |
| Washing Allowance | 143.00 |
| Conveyance Allowance | 640.00 |
| Night Shift Allowance@ Rs.36/- per shift | 288.00 |
| Total | 36042.81 |
| Existing No. of Contract workmen under this category | 21 |

Other Monetary & Non- monetary benefits are to be given as applicable to all contract workmen.

Apart from the above, Annual increase of Rs.118/- for Unskilled is to be added in the Basic wages on 1st April of every year. HRA will also get increased proportionately @12% of basic wages.

The Contractor shall take into account the following criteria with regard to Annual Increase:

- Annual increase is to be paid to the contract workmen deployed by the contractor in TNPL on 1st of April every year.
- Contractor shall quote the rate only after considering the aforesaid annual increase. However, if any contract period commence subsequent to the month of April, the Contractor shall ensure that the 1st annual increase is taken into account in their quoted rate. Likewise, if the 2nd annual increase falls during the contract / extension period, if any, then the contractor shall be liable to disburse the same to their workmen and will get it reimbursed from TNPL.

Further, during the tenure of contract, if any contract workman is found eligible for the above clause, they shall be paid direct wages of Unskilled grade of Company employee as detailed below:

1st to 15th day of the month – Benefit is to be given from 1st day of the same month.
16th to end of the month – Benefit is to be given from the succeeding month.

2 VARIABLE DEARNESS ALLOWANCE

There will be a revision in VDA on 1st January, 1st April, 1st July and 1st October every year. The Contractor has to pay the revised wages as specified to the Contract workmen falling under this category.

Any increase / decrease of VDA amount will be paid / deducted on monthly basis.

Other benefits will be applicable to this category as per General Terms and Conditions applicable to contract workmen.

ANNEXURE – E

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

CATEGORY IV: CONTRACT WORKMEN WHO HAVE ATTAINED 53 YEARS OF AGE AS PER THE 18(1) SETTLEMENT ENTERED INTO BETWEEN TNPL CONTRACTORS' ASSOCIATION AND TRADE UNIONS REPRESENTING CONTRACT WORKMEN DATED 25.02.2011 AND 29.03.2011/06.10.2015 AND 28.10.2015 ARE ELIGIBLE FOR THE WAGES WITH 4 INCREMENTS AS SPECIFIED BELOW:

1 BASIC WAGES:

The Settlement Covered Contract Workmen on the date of Settlement (06.10.2015 and 28.10.2015), who had completed 23 years of services / 53 years of age on or after 01.04.2011, should be paid direct wages equivalent to Unskilled grade Company Employee wages as detailed below:

| Particulars | Unskilled Wage per Month (Rs.) As on 01.01.2022 |
|---|---|
| Basic Wages | 11122.00 |
| FDA | 15794.12 |
| VDA | 6481.90 |
| HRA | 1334.64 |
| Washing Allowance | 143.00 |
| Conveyance Allowance | 640.00 |
| Night Shift Allowance@ Rs.36/- per shift | 288.00 |
| Total | 35803.66 |
| Existing No. of contract workmen under this category | 40 |

Other Monetary & Non- monetary benefits are to be given as applicable to all contract workmen.

Apart from the above, Annual increase of Rs.118/- for Unskilled is to be added in the Basic wages on 1st April of every year. HRA will also get increased proportionately @12% of basic wages.

The Contractor shall take into account the following criteria with regard to Annual Increase:

- Annual increase is to be paid to the contract workmen deployed by the contractor in TNPL on 1st of April every year.

- Contractor shall quote the rate only after considering the aforesaid annual increase. However, if any contract period commence subsequent to the month of April, the Contractor shall ensure that the 1st annual increase is taken into account in their quoted rate. Likewise, if the 2nd annual increase falls during the contract / extension period, if any, then the contractor is liable to disburse the same to their workmen and will get it reimbursed from TNPL.

Further, during the tenure of contract, if any contract workman is found eligible for the above clause, they shall be paid direct wages of Unskilled grade of Company employee as detailed below:

1st to 15th day of the month – Benefit is to be given from 1st day of the same month.

16th to end of the month – Benefit is to be given from the succeeding month.

2 VARIABLE DEARNESS ALLOWANCE

There will be a revision in VDA on 1st January, 1st April, 1st July and 1st October every year. The Contractor has to pay the revised wages as specified to the Contract workmen falling under this category.

Any increase / decrease of VDA amount will be paid / deducted on monthly basis.

Other benefits will be applicable to this category as per General Terms and Conditions applicable to contract workmen.

ANNEXURE – F

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

CATEGORY V: CONTRACT WORKMEN WHO HAVE ATTAINED 53 YEARS OF AGE / 23 YEARS OF SERVICE AS PER 18(1) SETTLEMENT ENTERED INTO BETWEEN TNPL CONTRACTORS' ASSOCIATION AND TRADE UNIONS REPRESENTING CONTRACT WORKMEN DATED 06.10.2015 AND 28.10.2015, ELIGIBLE FOR THE WAGES WITH 3 INCREMENTS AS SPECIFIED BELOW

1 BASIC WAGES:

The Settlement covered Contract Workmen in Unskilled category on the date of settlement (06.10.2015 and 28.10.2015) who had completed 23 years of services / 53 years of age on or after 01.04.2011, should be paid direct wages equivalent to Unskilled grade Company Employee wages as detailed below:

| Particulars | Unskilled Wage per Month As on 01.01.2022 (Rs.) |
|---|--|
| Basic Wages | 11004.00 |
| FDA | 15755.90 |
| VDA | 6413.13 |
| HRA | 1320.48 |
| Washing Allowance | 143.00 |
| Conveyance Allowance | 640.00 |
| Night Shift Allowance – Rs.36/- per shift | 288.00 |
| Total | 35564.51 |
| Existing No. of contract workmen under this category | 58 |

Other Monetary & Non- monetary benefits are to be given as applicable to all contract workmen.

Apart from the above, Annual increase of Rs.118/- for Unskilled is to be added in the Basic wages on 1st April of every year. The HRA will also get increased proportionately @12% of basic wages.

The Contractor shall take into account the following criteria with regard to Annual Increase:

- Annual increase is to be paid to the contract workmen deployed by the contractor in TNPL on 1st of April every year.
- Contractor shall quote the rate only after considering the aforesaid annual increase. However, if any contract period commence subsequent to the month of April, the Contractor shall ensure that the 1st annual increase is taken into account in their quoted rate. Likewise, if the 2nd annual increase falls during the contract / extension period, if any, then the contractor shall be liable to disburse the same to their workmen and will get it reimbursed from TNPL.

Further, during the tenure of contract, if any contract workman is found eligible for the above clause, they shall be paid direct wages of Unskilled grade of Company employee as detailed below:

- 1st to 15th day of the month – Benefit is to be given from 1st day of the same month.
- 16th to end of the month – Benefit is to be given from the succeeding month.

2 VARIABLE DEARNESS ALLOWANCE

There will be a revision in VDA on 1st January, 1st April, 1st July and 1st October every year. The Contractor has to pay the revised wages as specified to the Contract workmen falling under this category.

Any increase / decrease of VDA amount will be paid / deducted on monthly basis.

Other benefits will be applicable to this category as per General Terms and Conditions applicable to contract workmen.

ANNEXURE – G

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

CATEGORY V: CONTRACT WORKMEN WHO HAVE ATTAINED 53 YEARS OF AGE / 23 YEARS OF SERVICE AS PER THE 18(1) SETTLEMENT ENTERED INTO BETWEEN TNPL CONTRACTORS' ASSOCIATION AND TRADE UNIONS REPRESENTING CONTRACT WORKMEN DATED 06.10.2015 AND 28.10.2015 ELIGIBLE FOR THE WAGES WITH 2 INCREMENTS AS SPECIFIED BELOW:

1 BASIC WAGES:

The Settlement Covered Contract Workmen in Unskilled category on the date of Settlement (06.10.2015 and 28.10.2015) who had completed 23 years of services / 53 years of age on or after 01.04.2011, should be paid direct wages equivalent to Unskilled grade Company Employee wages as detailed below:

| Particulars | Unskilled Wage per Month As on 01.01.2022 (Rs.) |
|---|--|
| Basic Wages | 10886.00 |
| FDA | 15755.90 |
| VDA | 6344.36 |
| HRA | 1306.32 |
| Washing Allowance | 143.00 |
| Conveyance Allowance | 640.00 |
| Night Shift Allowance – Rs.36/- per shift | 288.00 |
| Total | 35363.58 |
| Existing No. of contract workmen under this category | 32 |

Other Monetary & Non- monetary benefits are to be given as applicable to all contract workmen.

Apart from the above, Annual increase of Rs.118/- for Unskilled is to be added in the Basic wages on 1st April of every year. HRA will also get increased proportionately @12% of basic wages.

The Contractor shall take into account the following criteria with regard to Annual Increase:

- Annual increase is to be paid to the contract workmen deployed by the contractor in TNPL on 1st of April every year.

- Contractor shall quote the rate only after considering the aforesaid annual increase. However, if any contract period commence subsequent to the month of April, the Contractor shall ensure that the 1st annual increase is taken into account in their quoted rate. Likewise, if the 2nd annual increase falls during the contract / extension period, if any, then the contractor shall be liable to disburse the same to their workmen and will get it reimbursed from TNPL.

Further, during the tenure of your contract if any contract workman is found eligible for the above clause, they shall be paid direct wages of Unskilled grade of Company employee as detailed below:

1st to 15th day of the month – Benefit is to be given from 1st day of the same month.

16th to end of the month – Benefit is to be given from the succeeding month.

2 VARIABLE DEARNESS ALLOWANCE

There will be a revision in VDA on 1st January, 1st April, 1st July and 1st October every year. The Contractor has to pay the revised wages as specified to the Contract workmen falling under this category.

Any increase / decrease of VDA amount will be paid / deducted on monthly basis.

Other benefits will be applicable to this category as per General Terms and Conditions applicable to contract workmen.

ANNEXURE – H

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

CATEGORY VI: CONTRACT WORKMEN WHO HAVE ATTAINED 53 YEARS OF AGE / 23 YEARS OF SERVICE AS PER THE 18(1) SETTLEMENT ENTERED INTO BETWEEN TNPL CONTRACTORS' ASSOCIATION AND TRADE UNIONS REPRESENTING CONTRACT WORKMEN DATED 06.10.2015 AND 28.10.2015 ELIGIBLE FOR THE WAGES WITH 1 INCREMENT AS SPECIFIED BELOW:

1 BASIC WAGES:

The Settlement Covered Contract Workmen in Unskilled category on the date of Settlement (06.10.2015 and 28.10.2015) who had completed 23 years of services / 53 years of age on or after 01.04.2011, should be paid direct wages equivalent to Unskilled grade Company Employee wages as detailed below:

| Particulars | Unskilled Wage per Month As on 01.01.2022 (Rs.) |
|---|--|
| Basic Wages | 10768.00 |
| FDA | 15755.90 |
| VDA | 6275.59 |
| HRA | 1292.16 |
| Washing Allowance | 143.00 |
| Conveyance Allowance | 640.00 |
| Night Shift Allowance – Rs.36/- per shift | 288.00 |
| Total | 35162.65 |
| Existing No. of contract workmen under this category | 38 |

Other Monetary & Non- monetary benefits are to be given as applicable to all contract workmen.

Apart from the above, Annual increase of Rs.118/- for Unskilled is to be added in the Basic wages on 1st April of every year. HRA will also get increased proportionately @12% of basic wages.

The Contractor shall take into account the following criteria with regard to Annual Increase:

- Annual increase is to be paid to the contract workmen deployed by the contractor in TNPL on 1st of April every year.

- Contractor shall quote the rate only after considering the aforesaid annual increase. However, if any contract period commence subsequent to the month of April, the Contractor shall ensure that the 1st annual increase is taken into account in their quoted rate. Likewise, if the 2nd annual increase falls during the contract / extension period, if any, then the contractor shall be liable to disburse the same to their workmen and will get it reimbursed from TNPL.

Further, during the tenure of contract, if any contract workman is found eligible for the above clause, they shall be paid direct wages of Unskilled grade of Company employee as detailed below:

1st to 15th day of the month – Benefit is to be given from 1st day of the same month.

16th to end of the month – Benefit is to be given from the succeeding month.

2 VARIABLE DEARNESS ALLOWANCE

There will be a revision in VDA on 1st January, 1st April, 1st July and 1st October every year. The Contractor has to pay the revised wages as specified to the Contract workmen falling under this category.

Any increase / decrease of VDA amount will be paid / deducted on monthly basis.

Other benefits will be applicable to this category as per General Terms and Conditions applicable to contract workmen.

ANNEXURE – I

Sub: Providing Manpower Asst. for Sundry jobs at TNPL Unit – I at Kagithapuram for the year 2022-23

Ref: Tender Enquiry No. PUR: ENQ: 222313000202 dt. 09/04/2022

CATEGORY VII: CONTRACT WORKMEN WHO HAVE ATTAINED 53 YEARS OF AGE / 23 YEARS OF SERVICE AS PER THE 18(1) SETTLEMENT ENTERED INTO BETWEEN TNPL CONTRACTORS' ASSOCIATION AND TRADE UNIONS REPRESENTING CONTRACT WORKMEN DATED 06.10.2015 AND 28.10.2015 ARE ELIGIBLE FOR THE WAGES WITHOUT INCREMENT AS SPECIFIED BELOW:

1 BASIC WAGES:

The Settlement Covered Contract Workmen in Unskilled category on the date of Settlement (06.10.2015 and 28.10.2015) who had completed 23 years of services / 53 years of age on or after 01.04.2011, should be paid direct wages equivalent to Unskilled grade Company Employee wages as detailed below:

| Particulars | Unskilled Wage per Month As on 01.01.2022 (Rs.) |
|--|--|
| Basic wages | 10650.00 |
| FDA | 15755.90 |
| VDA | 6206.82 |
| HRA | 1278.00 |
| Washing Allowance | 143.00 |
| Conveyance Allowance | 640.00 |
| Night Shift Allowance – Rs.36/- per shift | 288.00 |
| Total | 34961.72 |
| Existing No. of persons under this category | 8 |
| Expected No. of contract workmen eligible for this category (approximate) | 2 |

Other Monetary & Non- monetary benefits are to be given as applicable to all contract workmen.

Apart from the above, Annual increase of Rs.118/- for Unskilled is to be added in the Basic wages on 1st April of every year. HRA will also get increased proportionately @12% of basic wages.

The Contractor shall take into account the following criteria with regard to Annual Increase:

- Annual increase is to be paid to the contract workmen deployed by the contractor in TNPL on 1st of April every year.
- Contractor shall quote the rate only after considering the aforesaid annual increase. However, if any contract period commence subsequent to the month of April, the Contractor shall ensure that the 1st annual increase is taken into account in their quoted rate. Likewise, if the 2nd annual increase falls during the contract / extension period, if any, then the contractor shall be liable to disburse the same to their workmen and will get it reimbursed from TNPL.

Further, during the tenure of contract, if any contract workman is found eligible for the above clause, they shall be paid direct wages of Unskilled grade of Company employee as detailed below:

1st to 15th day of the month – Benefit is to be given from 1st day of the same month.
16th to end of the month – Benefit is to be given from the succeeding month.

2 VARIABLE DEARNESS ALLOWANCE

There will be a revision in VDA on 1st January, 1st April, 1st July and 1st October every year. The Contractor has to pay the revised wages as specified to the Contract workmen falling under this category.

Any increase / decrease of VDA amount will be paid / deducted on monthly basis.

Other benefits will be applicable to this category as per General Terms and Conditions applicable to contract workmen.

PROCESS COMPLIANCE STATEMENT

Name of the Organization : _____

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

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

1. We will not divulge either our Bids or those of other Bidders to any other external party.
2. We agree to non-disclosure of trade information regarding work, identify of TNPL, Bid process, Bid Technology, Bid documentation and Bid details.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
4. Based on the competitive quotes received, TNPL's decision will be final and binding on us.
5. Our participation in a bid event is by invitation from TNPL.
6. TNPL is not obliged to place the contract if the expected price of the lots or event is not met. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
7. We will call TNPL – Purchase Dept. and make a proxy bid if Internet connection is down. However, this has to be confirmed and endorsed by us using alternative communication such as Fax immediately (Fax No.04324-276368) and marked predominantly as "Reverse Auction" bid to the attention of S M (Purchase) and the Fax transmission to be informed to TNPL over Phone. Time of receipt of Fax will be considered as receipt of Bid. No Fax shall be accepted if the same is received 10 minutes before closing of the auction. Fax to be addressed to S M (Purchase).
8. Bids once made can not be withdrawn or modified under any circumstances.
9. TNPL can decide to extend, reschedule or cancel the auction.
10. Bids can not be increased. Subsequent bids from the same contractor need to be lower by at least 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. TNPL or its employees or other representatives will not be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
13. TNPL does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of its control.
14. Validity: Tenderers should keep their bids valid for a period of 4 weeks from the date of closing of On-Line Auction (Reverse Auction). No Tenderer is permitted to withdraw their quoted rate within the validity period. In case of withdrawal of offer, EMD will be forfeited and TNPL may claim additional expenses if any incurred from the Tenderer due to withdrawal of offer by him.

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

Organization : _____

Name : _____

Designation : _____

Signature&Stamp/Seal: _____

Date & Place : _____

CHECK LIST

I Documents to be included in **Commercial Bid Envelope**:

1 Documentary evidence as per Qualification Criteria as below:

- a) Copies of Work Orders / Contracts
- b) Copies of Bills / Invoices with Payment vouchers
- c) Copies of Audited Balance Sheet for the past three completed financial years
- d) Copies of Income-Tax return submitted for the past three assessment years

2 Tender Fee & EMD as per Tender

3 Tender Document signed in all pages

4 Annexure I – Commercial Bid duly filled in

5 Annexure II-A – Budgetary Price Bid with due signature in all pages (Quote should be indicated both in Figures and Words) GST if any should be indicated.

6 Annexure II-B – Firm Price Bid with due signature in all pages (Quote should be indicated both in Figures and Words) GST if any should be indicated.

7 Income Tax PAN copy and latest IT return copy

8 G S T Registration Copy

9 Sl. No. 1 to 5 & 7 to 8 in separate cover superscribing "Commercial Bid and Budgetary price Bid" Tender Number & due date.

10 Sl. No. 6 in separate cover superscribing "Firm Price Bid" Tender Number & due date.
