## TAMIL NADU NEWSPRINT AND PAPERS LIMITED, UNIT-II MONDIPATTI, MANAPPARAI TK, TRICHY (DT) – 621 306 TECHNICAL OUTSOURCING DEPARTMENT

#### RFQ No.: 222323000700

DATE: 26/05/2022

# Sub: **PREPARATION OF INVOICE, SALE ORDER, HANDLING OF EXPORT AND FGS OPERATIONS IN MARKETING DEPARTMENT AT TNPL UNIT II, TRICHY.**

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

Envisaged period of contract shall be for **One (1) 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 cover 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 BUDGETERY 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, Mondipatti, Trichy Dt – 621 306.

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

The tenderer shall submit the following in Non-Price Bid

Copies of documentary evidence towards experience in carrying out labour oriented works like manual handling of materials, manual/mechanized feeding of materials, manual packing of materials, operation and maintenance of equipments and machineries or installation of plant and machinery by engaging skilled and unskilled workmen in any Industry or Govt. establishment and carried out works for a value not less than ₹5 lakh within a period of Twelve (12) continuous months between 01/05/2017 and 30/04/2022

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 / Invoices
- Evidence of Payment received (i.e. Payment Vouchers, RTGS Payment details in case of payment through Bank etc.)
- Copies of IT return submitted for the past Three (3) Assessment Years.
- Earnest Money Deposit (EMD) for a value of ₹74,000/- in the form of Demand Draft in favour of "TAMIL NADU NEWSPRINT AND PAPERS LIMITED" drawn on any of the Nationalized Banks, payable at TRICHY.
- Tenderers who have downloaded tender document through TNPL website should submit a non-refundable tender fee by way of separate DD for ₹590/- drawn in favour of "TAMIL NADU NEWSPRINT AND PAPERS LIMITED" payable at Trichy in the Non-Price Bid failing which tender will not be considered.

- > 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: Tender 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 the 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 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 Value" 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.
- 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 & 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 tenderers at its own discretion.
- Opening value of tender, Minimum Bid Decrement Value, 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 (<u>www.tnpltenders.com</u>) and participate in the Reverse Auction. In case of any problem, please contact SM (TOS) at 04332-265117.
- 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.

- 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 ₹49,000/- in the form of Demand Draft drawn in favour of Tami Nadu Newsprint and Papers Limited, Mondipatti payable at Trichy. The Security deposit shall not bear any interest and will be returned to the successful tenderer only on satisfactory compliance of 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
  - Spilt 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 thereof.
  - 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 TNPL Unit II, Mondipatti 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-PRICE BID (Annexure I A), BUDGETARY PRICE BID (Annexure II A) and "FIRM PRICE BID" (Annexure II B) in a sealed cover is deemed for submission in the Technical Outsourcing Dept., TNPL Unit II, Mondipatti, Manapparai (TK), Trichy (DT) Not later than 3.00 PM of 23/06/2022.

# for TAMIL NADU NEWSPRINT AND PAPERS LIMITED

## ASSISTANT GENERAL MANAGER (TOS)

Encl.: a.a.

#### ANNEXURE I

#### **1. SCOPE OF WORK**

- Providing manpower for the Board Marketing department system operations in ERP like Invoicing, Internal Sale order creations, Handling of Export documentation, Despatch schedule entry, stock receipt entry, code creations and other ERP Operations.
- You shall provide 20 Manpower per day throughout the contract period for carrying out the work in any combination of Invoicing, Internal Sale order creations, Handling of Export operations, Despatch schedule entry, stock receipt entry, code creations and other ERP Operations.
- Contract on outsourced basis measured as **lumpsum per month 620 operations** for handling the above said operation.
- Tenderer should engage any Diploma\Graduate with Computer Knowledge to execute the above work.
- > The quantum of manpower per day is only indicative and may vary on either side.
- Any lackness to execute the above work or absence of manpower without prior intimation, will attract a penalty of Rs.500 per manpower per shift. The penalty will be deducted from the contractor's monthly bill.

#### **TERMS & CONDITIONS**

- Manpower requirement given above is only indicative. It can vary on either side based on the exigency of work.
- Manpower should be provided as mentioned the above all operations. If failed to provide or the requirement is not there, bill certification shall be made based on actual manpower utilized or pro-rata basis.
- All necessary manpower for effective carrying out the entire work shall be arranged by the contractor. Failing which suitable amount of penalty per manpower will be charged for the lapse. In addition, TNPL reserves to charge suitable penalty for any other wrong and lapse in work.
- Contractor shall maintain a daily record of work done in a field book and duly get the records certified by the officer in charge.
- If the officer in charge is not satisfied with the work carried out day to day he would advise contractor to make adequate steps by way of increasing the manpower and you have to abide by his decision. In the event, contractor fail 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 your account.
- Contractor 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 contractor's bill.

- Contractor shall take charge on the assets provided like scanners and printers used and return them through supervisor at the end of the shift. For any damage or malfunction due to mishandling, TNPL is liable to charge suitable penalty for the same.
- > Any miscellaneous work or admin works (like Filing/Binding etc) in connection with godown/office operation has to be done as per the instruction of officer in-charge.
- Unofficial / Unauthorized usage of personal electronic gadgets (like smart phone, headset, Laptop etc.) is not allowed during working hours. If such activities are observed, Officer Incharge is liable to seize the same and hand over to security department for necessary action. In addition, suitable penalty shall be levied for the lapse of work.

## 2. RATE

Tenderer shall quote the rates 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 rates 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 rates.

## 4. PAYMENT TERMS

Tenderer shall raise bills **Once in a Month** and payment shall be effected as follows thro' RTGS.

- > 95% of the certified bill value shall be released within 15 days from the date of preparation of bill certification / service receipt.
- 5% shall be withheld as retention money and released on satisfactory completion of the contract.

## 5. CONTRACT PERIOD

The contract shall be valid for a period of **One (1) Year** from the date of award of contract. However, the period may be extended on the existing terms and conditions, if mutually agreed. TNPL reserves the right to short close the contract at its own discretion without any prejudice giving a notice of 15 days.

## 6. OTHER TERMS & CONDITIONS

- 6.1 Tenderer shall quote the rates after thoroughly assessing the quantum/nature of work. The rates quoted by the tenderer 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 the tenderer shall be forfeited without any prejudice.
- 6.2 After award of contract to the successful tenderer, the EMD amount shall be converted as a security deposit. The security deposit shall be returned, interest free, only after satisfactory completion of the contract.

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 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 tenderer's performance is not satisfactory, TNPL reserves the right to terminate the contract without any prejudice giving a notice of 15 days. In case of such termination, the tender security of ₹74,000/- and Additional Security deposit of ₹49,000/- totaling to ₹1,23,000/- shall be forfeited without any prejudice.

6.4 Applicable GST as quoted by the tenderer against the respective HSN / SAC numbers in the price bid shall be paid as extra on the basic value. However the contractor shall indicate the relevant HSN / SAC numbers against each item in conjunction with the detailed item descriptions provided in the tender. It is the sole responsibility of the contractor to provide the GST registration number of their firm against the form attached, conversely the contractor shall provide the declaration form in their respective letter head for non-registration of GST on being their annual turnover less than 20 Lakhs.

The contractor shall indicate the % of GST as CGST & SGST as separate on intrastate transactions (or) IGST as applicable on interstate transactions in the price bid. The GST shall not be paid to the contractor, if the contractor fails to indicate the GST as extra in the price bid. The GST shall be remitted by the contractor as per the GST act, 2017 and TNPL will not be responsible for any action initiated by GST council for non-payment of GST.

- 6.5 Tenderer shall ensure that the workmen employed by him exercise due care and diligence in working to avoid any sort of complaint from the TNPL representative.
- 6.6 All necessary manpower for effective carrying out the entire work shall be arranged by the tenderer at tenderer's end, failing which suitable amount of penalty per manpower will be charged for the lapse.
- 6.7 If the officer / in-charge is not satisfied with the work carried out day to day he would advise tenderer to make adequate steps by way of increasing the manpower and tenderer has to abide by his decision. In the event, tenderer fail 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 tenderer's account.
- 6.8 Tenderer shall ensure that the area of working is maintained clean and tidy and any broke, scrap material etc are to be cleaned regularly.
- 6.9 For complaint from market for defective workmanship if the compensation has to be paid the same shall be recoverable from tenderer at the discretion of the management.
- 6.10 The successful tenderer is required to register with the appropriate authorities and obtain necessary contractor license for deployment of labour under this contract and abolition act.

- 6.11 Tenderer shall abide by all the statutory obligations with respect to deployment of labour from time to time.
- 6.12 Tenderer shall not cause and damage to TNPL equipments or property. In case of any such damaged the expenses incurred for the rectification shall be recovered from tenderer's bill.
- 6.13 Experienced personnels shall be arranged for satisfactory supervision of the entire operation.
- 6.14 Tenderer shall maintain daily record of the work done in a field book and duly get the records certified by the Officer-in-charge.
- 6.15 Tenderer shall comply with all Safety rules and regulations that are in force in TNPL.
- 6.16 Tenderer shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner, whatsoever. Any breach of this condition shall entitle the TNPL to terminate the contract without any prejudice or further notice.
- 6.17 The contractor shall pay the wages to his workforce in the presence of the competent persons engaged by the management and his records can be verified by the management as required under law and shall furnish details / records to the management by tenth day of the following month that he has paid wages (not less than the minimum wages as fixed and or revised as per Annexure III) to his workers and complied with other statutory requirements pertaining to EPF, ESIC, etc.
- 6.18 Tenderer shall arrange Insurances for their workmen for entire contract period.
- 6.19 The tenderer shall provide and maintain canteen for the use of contract labour engaged by them and the same should be on **<u>No Profit No Loss</u>** basis.
- 6.20 The successful tenderer are required to issue Photo Identity Card to each of their workmen in the format as specified by TNPL HR Dept. within a month from the date of award of contract.

# ANNEXURE I A - NON-PRICE BID

# Sub: **PREPARATION OF INVOICE, SALE ORDER, HANDLING OF EXPORT AND FGS OPERATIONS IN MARKETING DEPARTMENT AT TNPL UNIT II, TRICHY.**

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

1	Name and address of the Tenderer	
2	Partnership / proprietorship/private limited company / Public Limited Company/Public undertaking (Proof of Registration to be enclosed).	
3	Name and address of partners and/or directors (incase of company or partnership firm copy of the relevant registration/ partnership deed to be provided)	
4	Usual place of business	
5	Experience (Copies of documentary evidence towards Experience in carrying out labour oriented works like manual handling of materials, manual / mechanized feeding of materials, manual packing of materials operation and maintenance of equipments and machineries or installation of Plant and Machinery by engaging Skilled and Unskilled workmen in any Industry or Govt. establishment and carried out works for a value not less the ₹5 lakh within a period of Twelve (12) continuous months) between 01/05/2017 to 30/04/2022	
6	No. of employees presently engaged by the tenderer in his present establishment	
7	No. of qualified staff presently engaged by the tenderer.	
8	Name of bankers.	
9	Provident Fund/ESI code numbers if any. (Proof of registration to be enclosed)	
10	)Whether the tenderer enjoys any overdraft arrangement with the bankers and if so, give particulars.	

11 Working capital of the tenderer.	
12 Is the tenderer an income-tax Assessee? Copy of latest I.T return along with PAN No. has to be produced.	
<ul> <li>a) PAN No. (Pl. provides Photo Copy)</li> <li>b) Status (Please tick)</li> <li>c) GSTIN No. &amp; Date</li> <li>d) Service Tax Regn.No. &amp; Date (Please provide photo copy)</li> </ul>	   Company/Non Company
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 tender	 Yes / No
16 EMD AMOUNT : Have you enclosed EMD in Non-Price Bid Envelope for an amount of ₹74,000/- Please furnish DD No. & Date with Name of the bank.	
17 TENDER FEE: Have you (Tenderers who have obtained Tender document through E-mail) enclosed a non-refundable Tender Fee by way of Separate DD for an amount of Rs.590/- 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 : ADDRESS : DATE : Contact Phone No.: Mobile No. : E-Mail ID :	(SIGNATURE WITH SEAL)

## <u>ANNEXURE II – A</u> <u>"BUDGETARY PRICE BID"</u>

То

Tamil Nadu Newsprint and Papers Ltd Mondipatti, K Periyapatti (PO) Manapparai Tk. Trichy Dt. 621 306, Tamil Nadu

Sir,

# Sub: **PREPARATION OF INVOICE, SALE ORDER, HANDLING OF EXPORT AND FGS OPERATIONS IN MARKETING DEPARTMENT AT TNPL UNIT II, TRICHY.**

Ref: RFQ NO.: 222323000700

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 price bid for the subject work as follows:

SI.				Poto por		GST	
NO	Description	UOM	QTY	Rate per Unit (₹)	Total (₹)	SAC No.	GST %
1	Preparation of Invoice & Sale order and Handling of Export Operations & FGS Operations at unit – II (Lumpsum/Month)	MONTH	12				
	Grand Total (₹)						

The quoted rates are exclusion of GST.

## **GST Registration Number:**

Name	:
Address	:
Date	:
Contact Phone No.	:
Mobile No.	:

SIGNATURE OF THE TENDERER WITH OFFICIAL SEAL

## ANNEXURE II – B <u>"FIRM PRICE BID"</u>

То

Tamil Nadu Newsprint and Papers Ltd Mondipatti, K Periyapatti (PO) Manapparai Tk. Trichy Dt. 621 306, Tamil Nadu

Sir,

# Sub: **PREPARATION OF INVOICE, SALE ORDER, HANDLING OF EXPORT AND FGS OPERATIONS IN MARKETING DEPARTMENT AT TNPL UNIT II, TRICHY.**

Ref: RFQ NO.: 222323000700

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 bid for the subject work as follows:

SI.	Description	UOM	QTY	Rate per Unit (₹)	Total (₹)	GST	
NO						SAC No.	GST %
1	Preparation of Invoice & Sale order and Handling of Export Operations & FGS Operations at unit – II (Lumpsum/Month)	MONTH	12				
	Grand Total (₹)						

The quoted rates are exclusion of GST.

# **GST Registration Number:**

Name	:	
Address	:	
Date	:	
Contact Phone No.	:	
Mobile No.	:	SIGNATURE OF THE TENDERER WITH OFFICIAL 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.

- > We will not divulge either our Bids or those of other Bidders to any other external party.
- We agree to non-disclosure of trade information regarding work, identify of TNPL, Bid process, Bid Technology, Bid documentation and Bid details.
- Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
- Based on the competitive quotes received, TNPL's decision will be final and binding on us.
- > Our participation in a bid event is by invitation from TNPL.
- 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.
- > Bids once made cannot be withdrawn or modified under any circumstances.
- > TNPL can decide to extend, reschedule or cancel the auction.
- Bids cannot be increased. Subsequent bids from the same contractor need to be lower by at least the minimum bid decrement from the lower bid.
- 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 wilful misconduct or breach of any term of this agreement.
- TNPL or its employees or other representative 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.
- TNPL of 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.

#### Tamil Nadu Newsprint and Papers Limited

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	:	
5		
Name	:	
Designation	:	
Signature & Stamp / Seal	:	
Date & Place	:	

## ANNEXURE-III

#### **TERMS AND CONDITIONS FOR DEPLOYMENT OF CONTRACT LABOUR**

Tenderer shall comply with the following labour statutes relating to employment of contract workmen:

#### 1 Registration of contract & contractor's licence

- 1.1 Tenderer have to produce the following documents to Principal employer to register their contract with Joint Director of Industrial Safety and Health, Trichy jurisdiction:
  - 1.1.1 Tenderer 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, Tenderer has to apply for Contractor's licence with the Deputy Director of Industrial Safety and Health, Trichy. Tenderer have to produce the following documents:
  - 1.2.1 Form IV- Application for License (5 copies)
  - 1.2.2 Form VII- In case of renewal of License (5 copies)
  - 1.2.3 Along with the above forms, Security Deposit of Rs. 100/- per head remitted either by means of NSC or treasury challan in the following head: 8443 Civil Deposits (b) Deposits not bearing interest 116 deposit under various contract and state Acts AB. Deposits under the Contract Labour (Regulation and Abolition) Rules.
  - 1.2.4 Licence Fee remitted through treasury challan in the head 0230 –00-Labour and Employment 106 Fees realized under the Factories Act-AO- Fees under contract labour (D.P.CODE:0230-00-106-AO-0002).

No.of persons	Registration fees (Rs.)	Licence fees (Rs.)	Licence Renewal fees (Rs.)	Surcharge (Rs.)	Amendment Fees (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 FEE STRUCTURE

Licence amendment fees Rs.500/-Renewal fees – Initial - 100% Surcharge – Initial – 50% Duplicate licence fees – Rs.500/-

#### 1.2.5 Certificate by TNPL in Form V.

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

#### 2 WAGES / EPF & EPS

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

- S. No. Category Wages (Rs)/Day
- 1. Work Assistant 505.00

In addition to the above, successful tenderer is required to remit EPF/EPS contributions of 13.00% on wages to be paid (Employer portion), Workmen Compensation Insurance Premium and Road Safety Insurance Premium as per tender document.

#### 3 **<u>EPF/EPS</u>**:

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 tenderer 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<sup>th</sup> 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 Tenderer has to remit EPF, EPS, EDLI and other allied dues in their PF code on or before 15<sup>th</sup> 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 Tenderer is required to comply with the Statutory provisions in toto.

iii. The 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 tenderer, 0.5% Administrative Charges subject to minimum of Rs.500/- and 0.5% EDLI Charges) to the Regional Provident Fund Commissioner, Trichy under the Contractor's code on or before 14<sup>th</sup> of every succeeding month and submit proof of EPF/EPS remittance on or before 16<sup>th</sup> 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). The Tenderer is also required to submit following annual returns to RPFC, Trichy:

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

iv. Since the Employees Provident Fund Organisation has introduced payment through E-Sewa, the Tenderer has to provide the necessary details such as Wages, Number of workmen along with PF Contribution, other details required by the EPFO, Trichy. The Tenderer should ensure collecting "E-Challan" and remit the PF dues on or before  $15^{\text{th}}$  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 Tenderer 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 Tenderer 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 Tenderer 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:

<u>Wages have to be paid for the actual days worked and according to the scope of</u> work either the wages as notified by the Tamil Nadu Government as per the <u>Minimum Wages Act</u>, 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 Nationalized banks.
- iii. Tenderer should disburse wages on or before 10<sup>th</sup> of every month by crediting it to the savings bank account of the contract workman with any Nationalized Banks irrespective of payment of bills.
- iv. While submitting the bill, Tenderer has to produce the documents viz. Bill Copy, proof towards wages disbursed, Attendance Register, Wage Acquittance, PF Remittance and ECI 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 12<sup>th</sup> of every month for ensuring PF compliance purpose. The Tenderer 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 Tenderer.
- vii. Tenderer is required to issue Wage Slip (Form XXVIII) in the prescribed format.

## Employees' compensation insurance / Road safety package insurance:

Contract workman drawing wages less/above Rs. 21,000/- per month is required to be covered under the Employees' compensation and 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 Tenderer 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: (Per day wage X No. of contract labour X No. of days X 30.15)/ 1000 + GST as applicable.

## b. Road Safety Package Insurance:

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

Sum assured for Road Safety Package Insurance Policy:

Rs. 1,00,000/-	-	Death cum accidental benefit
Rs. 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 Tenderer'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 – Rs. 1,00,000/- shall be claimed under Road Safety Package Insurance Policy. It is also the responsibility of the Tenderer to produce the required documents to Insurance authorities without any delay for getting such reimbursement from Insurance Companies. If the Tenderer fails to do so, the Hospitalisation expenses will be deducted from the Tenderer's bills and necessary arrangements will be made to remit the same to the Hospital. If any Road Accident occurred outside the factory, the tenderer is liable to settle full Medical Expenses to his Contract workman and get reimbursement from the Insurance Company.

# 5 **SAFETY**

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

In view of Safety and Security considerations of the Mill, Cell Phones are banned inside the Mill premises. If the Tenderer / 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 Rs.400/- for both male and female outsourced contract 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.

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 Labour
Form XXVII	-	Register of Wages
Form XXVIII	-	Wage Slip

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).
- 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 q 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 Tenderer shall follow the required procedures.

## 11 OTHER COMPLIANCES

#### i. WEEKLY OFF:

Tenderer shall provide weekly off to the Outsourced workmen engaged by him as per the Factories Act, 1948.

#### ii. WORKING HOURS:

Tenderer shall ensure working hours of Outsourced workmen as per the Factories Act, 1948.

#### iii. LEAVE FACILITY:

A. Factory observes 10 declared holidays, 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 Government declares any other day as public holiday with wages, for which also, the Tenderer has to adhere to the above provisions.

The Tenderer will be reimbursed the wages for the declared holidays other than 10 NH/FH for the outsourced workmen being deployed in contracts against claim made by the Tenderer.

B. The tenderer shall provide one day leave for every 20 days of work performed provided the outsource workman has worked for 240 days or more during the contract period. The wages for the Earned Leave should be disbursed separately at the end of the contract through bank and proof for the same should be submitted to

HR department to claim reimbursement. Wages paid for Earned Leave will not attract EPF, EPS and ESI.

In order to claim retention money, the tenderers are required to submit necessary proof for disbursement of EL wage i.e. Attendance register, acknowledgement slips, bank statement for disbursement of EL wages to HR department, in addition to the other documents.

#### iv. BONUS:

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

- No bonus is payable for 30 days and for more than 30 days of work, bonus to be paid.
- ➢ For 240 days − Rs. 7,000/- is to be paid towards minimum bonus.
- > For less than 240 days, proportionate payment to be made.

Tenderer should disburse the bonus amount @ 8.33% of minimum wages subject to maximum of Rs. 7,000/- to all the outsourced workmen deployed by him at the end of his contract period.

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 Tenderer. Based on the bonus mandays, bonus recovery will be made.

The bonus amount should be disbursed separately through bank at the end of the contract period by obtaining request letters and acknowledgement slips from their outsourced workmen individually and copy of the same has to be submitted to HR department as a proof for payment of bonus.

In order to claim retention money, the tenderers are required to submit necessary proof for the disbursement of bonus i.e. the request letter received from the outsourced workmen, acknowledgement slips, Attendance register, bank statement to HR department in addition to other documents.

## v. <u>AGE:</u>

The Contractor should ensure that the workmen engaged by them should be of age group between 18 to 58 years.

## 12 **ISSUANCE OF PHOTO IDENTITY CARD**:

Tenderer is required to issue Photo Identity Card to each of their workmen in the format as specified by TNPL HR department within a month from the date of award of 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 Tenderer.

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 Mondipatti – 621 306, Trichy dt., Tamil Nadu

Dear sir,

We do hereby declare that, we are regularly paying GST on monthly basis relating to the work done at TNPL as per the work orders received from TNPL, along with GST relating to the orders received from the other institutions.

As we make payment of GST in a single challan combinely for the service rendered to all institutions, it is hereby declared that the GST amount paid thro' challan includes the GST charged in our invoice No.<u>XXXXX</u> Invoice Date <u>XXXXX</u> raised on TNPL WO/PO No.<u>XXXXX</u>.

We enclose a copy of the challan No.<u>XXXXX</u> Date <u>XXXXX</u>, for <u>XXXXX</u> as a proof of payment of GST charged on TNPL. We do hereby undertake that we are responsible for the payment service liability and if in case the department initiates any action on us for non-payment of GST, TNPL is not responsible and we will not claim the same from TNPL.

Thanking you,

Yours faithfully,

For\_\_\_\_\_

Authorised Signatory

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

Date:

То

M/s Tamilnadu Newsprint and Papers Limited Mondipatti, Manapparai TK, Trichy Dt – 621 306 Tamil Nadu

Sir,

# BANK ACCOUNT PARTICULARS (TO BE CERTIFIED BY BANKER)

1.	Name and Address of the Supplier / Company / Firm / Contractor	
2.	Name of the Account Holder	
3.	Name of the Bank	
4.	Branch Code	
5.	Branch Name	
6.	Account Number	
7.	IFSC Number	
8.	Type of the Account	

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