

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

RFQ No 222333000114

DATE: 08/06/2022

Sub: **Loading, shifting, heaping and feeding of raw materials at TNPL Cement Plant**

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

Envisaged period of the contract shall be for One year from the date of award of contract.

The scope of work and other terms & conditions shall be as per Annexure-I,II,III,IV & IVA.

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 (Annexure-I C) should be submitted in a separate sealed cover (**Cover `A`**) along with NON-PRICE BID (Annexure I A) & BUDGETARY PRICE BID (Annexure I B) in a separate cover (**Cover `B`**). Please write clearly on the top of the covers for "FIRM PRICE BID" and "NON-PRICE BID" with "BUDGETARY PRICE BID". Both the covers containing FIRM PRICE BID (**Cover `A`**) and NON-PRICE BID with BUDGETARY PRICE BID (**Cover `B`**) are to be put in one sealed cover (**Cover `C`**) superscripting the tender No. and due date and addressed to Technical Outsourcing Dept., Tamil Nadu Newsprint and Papers Limited, Kagithapuram, Karur Dt – 639 136.

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

The tenderer shall submit the following in Non-Price Bid

- Copies of documentary evidence towards experience in transportation of materials including mechanized / manual loading by engaging trucks / tippers / trailers in any Industry or Govt. establishment and carried out works for a value not less than ₹11 lakh within a period of twelve (12) continuous months between 01/04/2017 to 31/03/2022.

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 / Contract details with work completion certificate & value
- Evidences of payment received (i.e., Copies of Bills or Invoices, with Payment Vouchers, RTGS payment details in case of payment thro' Bank etc.)
- Copies of IT Return submitted for the past three (3) Assessment Years
- Earnest Money Deposit (EMD) for a value of **₹1,65,000/-** and Tender fee **₹590/-** 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.
- Budgetary Price Bid (Annexure-I B) in a separate cover (Unit Rate to be filled compulsorily).
- Firm Price Bid (Annexure - I C) in a separate sealed cover (Unit Rate to be filled compulsorily).
- Solvency Certificate for a value of ₹5/- lakh.

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

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

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

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

Both NON-PRICE BID and BUDGETARY PRICE BID shall not be opened in the presence of tenderer's representatives. TNPL shall follow E-Auction (Reverse Auction). Only those who qualify in Non-Price Bid and also submitted Budgetary Price Bid will be considered for Reverse Auction. Method and period of Reverse Auction will be communicated in advance to the qualified bidders to facilitate them to participate in Reverse Auction. TNPL will not be responsible for postal or any other delay and reserves the right to reject any or all the tenders at its own discretion.

Opening value of tender, Minimum Bid Decrement Rate, Date of Auction and Time of auction will be informed to the qualified Bidder for participating in Reverse Auction. Qualified Bidder may log on to our Website ([www.tnpltenders.com](http://www.tnpltenders.com)) and participate in the Reverse Auction. In case of any problem, please contact DGM (TOS & Disposals) at 04324-277001 (Extn: 4268), 277266, Email: [tos.u1@tnpl.co.in](mailto:tos.u1@tnpl.co.in).

After "Reverse Auction", the "Firm Price Bid" of the qualified bidders shall be opened in the presence of interested bidders / their authorized representatives. The lowest of the two, viz., "Reverse Auction" and "Sealed Firm Price Bid" only will be considered for further action towards award of the contract. In this regard, TNPL's decision shall be final and binding.

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

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

Tenderers who have downloaded tender document through TNPL website should submit a non-refundable tender fee for ₹590/- (i.e. ₹500/-+ 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.

Successful tenderer on issue of order shall pay a **further security deposit of ₹1,10,000/-** in the form of Demand Draft drawn in favour of Tamil Nadu Newsprint and Papers Limited, Kagithapuram payable at Karur. The Security deposit will not bear any interest and will be returned to the successful tenderer only on satisfactory compliance of the contract.

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

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

TNPL reserves the right to

- split the quantum and award the contract to one or more tenderers.
- reject any or all tenders in part or in full without assigning any reason therefor.
- reject the lowest quotation or any quotation at its own discretion and TNPL is not bound to accept the lowest quotation.
- waive any tender condition at its own discretion.

Before submitting the tender, tenderers are advised to visit the Site at Kagithapuram and contact

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

Tender consisting of both NON-PRICE BID (Annexure-I A), BUDGETARY PRICE BID (Annexure – I B) and "FIRM PRICE BID" (Annexure-I C) in a sealed cover is deemed for submission in the Technical Outsourcing Dept. not later than 3.00 PM of **28/06/2022.**

for **TAMIL NADU NEWSPRINT AND PAPERS LIMITED**

**Deputy General Manager (TOS & Disposals)**

Encl. : a.a.

**ANNEXURE I****1 SCOPE OF WORK****1.1. Loading, transportation & feeding of raw materials from yard to lime stone crusher and respective equipments** (Item Code : 8335500025)

The scope of work for loading, shifting, heaping and feeding of cement grade lime stone from inside plant yard and C yard to cement plant crusher shall be detailed as below:

- 1.1.1 The tenderer should provide sufficient number of tippers to transport raw materials from 'C'-yard (or) Inside yard to crusher feed hopper.
- 1.1.2 Tentative quantity of shifting will be around 700 to 1000 MT per day. This is only indicative and may vary on either side. However TNPL does not guarantee for any minimum quantity.
- 1.1.3 The tenderer should provide loading equipment of backhoe type with 1 M<sup>3</sup> (minimum) bucket capacity with tipping arrangement.
- 1.1.4 Normally the crusher operation will be between 06:00 hrs. to 22:00 hrs. In case of any emergency work / maintenance of crusher & its auxiliary equipments, the crusher will be operated on round the clock basis. The tenderer have to provide the loading & transporting equipments as per the requirement.
- 1.1.5 Each loaded tippers should be weighed in TNPL-LSFM Weigh Bridge before dumping in the crusher feed hopper and the weighment slip to be kept as a record for raising bills.
- 1.1.6 The tenderer shall keep all the equipments in operating condition with necessary manpower during crusher operation. Any maintenance of these equipments shall be carried out by the tenderer during non-operational period of crusher.
- 1.1.7 In case of non-availability of equipments to due to any maintenance / breakdown the tenderer has to make alternate arrangement of equipment with in 8hours, without affecting raw mill operation.
- 1.1.8 In case of plant stoppage for a period of more than 10 day, the tenderer will be intimated 2 days in advance. Similarly the plant start-up will be intimated 2 days in advance and you have to mobilise the equipments and manpower accordingly.
- 1.1.9 Purchase limestone unloaded at yard contains over-sized boulder which cannot be feed into the crusher. While loading raw materials such boulders sized over 1 cu.feet should be segregated and heaped separately. Since this work is a part of loading, no additional charges while be paid for segregation and heaping.

- 1.1.10 The tenderer should ensure no-material spillage on roads during transportation from yard to crusher feeding hopper.
- 1.1.11 No extra running hours will be given for marching and idle running of poclain.

**1.2. Engagement of Poclain (L&T Model 3/EX 200 or equivalent) for heaping and levelling of Limestone / other raw materials** (Item Code : 8335500217)

- 1.2.1 The tenderer should provide sufficient loading equipment of backhoe type with 1M<sup>3</sup> (minimum) bucket capacity with tipping arrangement.
- 1.2.2 Lime stone (or) any other raw materials unloading at 'C'-yard / inside yard has to be heaped and levelled as per the instruction by Engineer in-charge then and there.
- 1.2.3 Coating of raw material formed at crusher feeding hopper due to sticky nature of raw materials has to be cleared with poclain as per instruction of Engineer in- charge then and there.
- 1.2.4 If poclain shifted from "C" yard to internal yard for heaping /coating clearing at feed hopper, one way marching running hours will be barred by TNPL & return marching will be tenderers scope.
- 1.2.5 Hour meter should run in the equipment only when the engine is in running condition.
- 1.2.6 Heaping and leveling of raw material work should not affect the normal crusher operation.

**1.3. Engagement of Poclain for breaking lump Limestone** (Item Code : 8335500218)

- 1.3.1 Tenderer shall provide Poclain with rock breaker arrangement with minimum 1,000kg capacity for breaking of over sized limestone.
- 1.3.2 Purchased lime stone unloaded at yard contains over sized limestone which cannot be feed into crusher.
- 1.3.3 The limestone has to be reduced by using rock breaker arrangement as per instruction given by Engineer- in- charge then and there.
- 1.3.4 The size of limestone has to be reduced to maximum of 300 cubic mm.
- 1.3.5 The tenderer has to collect over sized limestone at one area before breaking and the same has to be heaped after breaking as per instruction by Engineer- in- charge.
- 1.3.6 Hour meter should run in the equipment only when the engine is in running condition.
- 1.3.7 No Extra hours will be given for marching and idle running of Poclain.

**1.4. Engagement of Hitachi for Clinker heaping at yard**  
(Item Code : 8335500189)

- 1.4.1 Purchased clinker unloaded at yard has to be heaped and levelled if requirement as per instruction given by Engineer-in-charge then and there.
- 1.4.2 Heaping has to be done in Limestone yard (C-Yard) and inside cement plant yard.
- 1.4.3 Heaping height will be 5 Meters of maximum from the ground level.
- 1.4.4 Hour meter should run in the equipment only when the engine is in running condition.
- 1.4.5 No extra hours will be given for marching and idle running of Poclain.

**1.5. Loading and shifting of clinker from cement plant to "C" Yard**  
(Item Code : 8335500683)

- 1.5.1 The tenderer has to load clinker in cement plant in their own lorry by using their own JCB/FEL as and when required by Engineer-in-charge.
- 1.5.2 The tenderer shall be kept informed two (2) hour in advance to mobilize their loading/unloading equipment
- 1.5.3 The intercarting work may be engaged round the clock if required.
- 1.5.4 The tenderer has to completely cover the clinker loaded lorry by tarpaulin and shift to "C" yard without any spillage.
- 1.5.5 Tenderer has to load the clinker in cooler yard / by pass chute.
- 1.5.6 Tenderer has to unload the clinker in "C" yard in specified area as directed by Engineer-in-charge.
- 1.5.7 Tenderer has to heap the clinker unloaded in "C" yard to a maximum height of 5 mtr using their own vehicle.
- 1.5.8 Tenderer should keep clean the travelling roads, weigh bridge
- 1.5.9 Tenderer shall mobilize sufficient manpower (Helpers) to ensure cleanness.
- 1.5.10 JCB/FEL, driver, cleaner diesel lubricants & other maintenance of loading / shifting equipment are under tenderer's scope.
- 1.5.11 The equipment & required manpower shall be available for operation round the clock.
- 1.5.12 Tenderer shall ensure JCB/FEL along with driver and cleaner round the clock in the plant and it should be ready for operation.
- 1.5.13 Any shutdown of the plant will be kept informed to the tenderer in advance

- 1.5.14 The selection of clinker for shifting will be as per the instruction of the Engineer-in-charge.
- 1.5.15 If any damages caused to TNPL equipment, the cost of repairing / replacing will be recovered from tenderer's bills
- 1.5.16 Quantity recorded in TNPL weigh bridge/ weigh feeder/flow meters will be considered for making payment.
- 1.5.17 Tenderer has to maintain shift wise log book for each and every material handled and should get the same certified by Engineer-in-charge in each shift.
- 1.5.18 Tenderer shall maintain supervisor for coordinating / receiving instructions for shift-in-charge for all the above activities
- 1.5.19 If any breakdown of tenderer's equipment, tenderer shall mobilize alternate equipment within two (2) hours in order to avoid production loss
- 1.5.20 If the tenderer fails to do the above works satisfactorily, TNPL will make alternate arrangement to carry out the work and additional expenditure incurred will be deducted from tenderer's running bill

The minimum quantity of clinker to be loaded / shifted from Cement plant to "C" yard shall be 200MT (Approx.) / per day. This quantity may vary on either side depending upon the plant operating situation.

**1.6. Loading and shifting of clinker from "C" yard and unloading at cement plant** (Item Code : 8335500729)

- 1.6.1 The tenderer has to load clinker in "C" yard in their own lorry by using their own JCB/FEL as and when required by Engineer-in-charge.
- 1.6.2 Tender shall be kept informed two (2) hour in advance to mobilize their loading/shifting equipment
- 1.6.3 The intercarting work may be engaged round the clock if required
- 1.6.4 The tenderer has to completely cover the clinker loaded lorry by tarpaulin and shift to Cement plant without any spillage.
- 1.6.5 Tender has to unload the clinker in cement plant at the specified area as directed by Engineer-in-charge.
- 1.6.6 Tenderer shall keep clean the travelling roads, weigh bridge.
- 1.6.7 Tender shall mobilize sufficient manpower (Helpers) to ensure cleanness
- 1.6.8 JCB/FEL, driver, cleaner, diesel, lubricant & other maintenance of loading / shifting equipment are under tenderer scope.
- 1.6.9 The equipment and required manpower should be available for operation round the clock.

- 1.6.10 Tenderer shall ensure availability of JCB or FEL along with driver and cleaner round the clock in the plant and it should be ready for operation.
- 1.6.11 Any shutdown of the plant will be kept informed to the tenderer in advance
- 1.6.12 The selection of clinker for shifting will be as per the instruction of the Engineer-in-charge
- 1.6.13 If any damage caused to TNPL equipment, the cost of repairing / replacing will be recovered from Tenderer's bills
- 1.6.14 Quantity recorded in TNPL weigh bridge / weigh feeder / flow meters will be considered for making payments
- 1.6.15 Tenderer have to maintain shift wise log book for each and every material handled and should get the same certified by Engineer-in- charge in each shift.
- 1.6.16 Tenderer shall maintain supervisor for coordinating / receiving instructions for shift-in-charge for all the above activities
- 1.6.17 If any breakdown on tenderer's equipment, tenderer shall mobilize alternate equipment within two (2) hours in order to avoid production loss.
- 1.6.18 If tender fails to do the above works satisfactorily, TNPL will make alternate arrangement to carry out the work and additional expenditure incurred will be deducted from tenderer's running bill

The minimum quantity of clinker to be loaded/shifted from Cement plant to "C" yard shall be 100MT (Approx.) per day. This quantity may vary on either side depending upon the plant operating situations. Also you shall maintain a minimum stock of 50MT at Cement plant clinker back feeding area.

## 2 UNIT RATE

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

## 3 VALIDITY

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

## 4 PAYMENT TERMS

Tenderer shall raise running bills **once in a Month** and payment shall be effected as follows thro' RTGS:

- 4.1 95% of the certified bill value shall be released within 15 days from the date of preparation of bill certification / service receipt.
- 4.2 5% shall be withheld as retention money and released on satisfactory completion of the contract.



## 5 CONTRACT PERIOD

The rate contract shall be valid for **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.

## 6 OTHER TERMS AND CONDITIONS

- 6.1 Tenderer shall quote their rate after thoroughly assessing the quantum/nature of work. The rate quoted by him shall remain firm and fixed without any escalation throughout the contract period. After submission of bid, in case the tenderer withdraws from the tender during the process towards award of contract on a later date for any reason the EMD submitted by Tenderer shall be forfeited without any prejudice.
- 6.2 **The lowest among the "Reverse Auction" and "Sealed Firm Price Bid" only will be considered for further action towards award of contract. The unit rate quoted by the tenderer in their bid only shall be considered for evaluation of tender.**
- 6.3 The unit rate quoted by the tenderer in the firm price bid shall be considered for further evaluation of the tender, if emerged lowest among reverse auction bid and firm price bid.
- 6.4 Tenderer should comply minimum wages and all statutory compliances including bonus, Holiday wages etc., In case of any clarifications regarding minimum wages and other statutory levies, Tenderers are requested to contact HR-Department, without fail before submitting the bids.
- 6.5 After award of contract to the successful tenderer (contractor), if the contractor withdraws from the work on a later date (or) during the contract period for any reason, security deposit and additional security deposit submitted by the contractor shall be forfeited without any prejudice, besides the contractor will not be considered for any future tenders in TNPL for a minimum period of 3 years.
- 6.6 **In case the performance of the tenderer is not satisfactory, TNPL reserves the right to terminate the contract without any prejudice giving a notice of 15 days. In case of such termination, the security deposit of ₹1,65,000/- and additional security deposit of ₹1,10,000/- totaling to ₹2,75,000/- shall be forfeited without any prejudice, besides the contractor will not be considered for any future tenders in TNPL for a minimum period of 3 years.**
- 6.7 TNPL reserves the rights to short close the contract at any time depending upon the necessity. Tenderer is not eligible to claim any compensation on this account.
- 6.8 Goods and Services Tax (GST) & Income Tax  
GST /income Tax details shall be in **Annexure-II** & its declaration in Annexure-**IIA**.

- 6.9 TNPL reserves the rights to short close the contract at any time depending upon the necessity after giving a notice of 15 days.
- 6.10 If the Officer-in-charge is not satisfied with the performance of the work, he is empowered to get the work done through some other agency at tenderer's cost and risk.
- 6.11 Tenderer shall provide adequate poclain for the above jobs.
- 6.12 Necessary manpower and equipment has to be arranged by the Tenderer within 12 (twelve) hours as per instructions given then and there.
- 6.13 No additional amount will be provided for Mobilisation of equipment.
- 6.14 In case of non availability of the equipment due to any maintenance / breakdown, the tenderer has to make alternate arrangement of equipment within next 8 hours.
- 6.15 Tenderer shall make ensure the safety of equipment while heaping and leveling of materials at height.
- 6.16 The labour engaged by the tenderer should strictly adhere to the safety and security rules of TNPL. In case TNPL incurs any loss due to violation of rules of labourers, the same will be debited to the tenderer's account.
- 6.17 In case the Tenderer fail to keep the area neat and clean every day, it will be carried out by TNPL and the cost incurred by TNPL will be reduced from the Tenderer's running bills.
- 6.18 Tenderer shall maintain a daily record of work done in a field book and duly get the records certified by the Engineer / Officer-in-charge. Failing which the loads not fully certified will not be taken into account.
- 6.19 No person is allowed to work more than 16 hrs continuously in a day.
- 6.20 The tenderer shall employ a supervisor to co-ordinate the work and to report to Engineer / Officer-in-charge so as to ensure a smooth working arrangement.
- 6.21 Tenderer shall ensure the following:
- .6.21.1 Registration Certificate, Valid fitness Certificate (including trailer) and Insurance coverage for the vehicles engaged for the entire contract period.
  - .6.21.2 Emission test certificate issued by a testing agency authorized by Transport department of T.N. for smoke emission as per Norms. (except trailer). Certificate should have validity for the entire contract perid
  - .6.21.3 Prominently written registration number plates fixed on the vehicle as stipulated by Transport department of T.N. (except trailer)

- .6.21.4 The driver engaged by the tenderer shall have valid Heavy Vehicle Driving License and a copy of the license shall be submitted to the Officer-in-charge. In case performance of the driver is not satisfactory, tenderer shall provide alternate driver on instructions of Officer-in-charge.
- 6.22 All other terms and conditions shall be as per **General terms & Conditions mentioned in Annexure-III** unless otherwise superseded in the above clauses.
- 6.23 Tenderer shall comply with all labour rules and regulations enclosed as **Annexure-IV & IVA** with respect to deployment of labour from time to time regarding wages, Employer's Provident Fund and other statutory regulations. All expenditures against such requirements shall be borne by tenderer.
- 6.24 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.

"TNPL banned one time use and throwaway plastics. Say No to plastics and save earth."

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

Sub: **Loading, shifting, heaping and feeding of raw materials at TNPL Cement Plant**

Ref: RFQ No. 222333000114 dt. 08/06/2022

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 (in case 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 transportation of materials including mechanized / manual loading by engaging trucks / tippers / trailers in any Industry or Govt. establishment and carried out works for a value not less than ₹11 lakh within a period of twelve (12) continuous months between 01/04/2017 to 31/03/2022.	
6	No. of persons presently engaged by the Tenderer in his present establishment	
7	No. of qualified staff presently engaged by the Tenderer	
8	Name of bankers	
9	Provident Fund / ESI code numbers if any. (Proof of registration to be enclosed)	
10	Whether the Tenderer enjoys any overdraft arrangement with the bankers and if so, give particulars	
11	Working capital of the Tenderer	

12	Is the Tenderer an income-tax assessee? Copy of latest I.T return along with PAN No. has to be produced. a) Status (Please tick) c) PAN No. (Pl. provide Photo Copy) d) GST No. & Date (Please provide photo copy)	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	<u>Solvency Certificate</u> : Details for a value of ₹5 lakh. (Note: Current Solvency Certificate with upto date EC if obtained from Revenue Department against immovable property (or) Current Solvency Certificate issued by Bank)	
15	Agreeable to take up the work as per all tender terms and conditions	
16	E.M.D. AMOUNT : Have you enclosed EMD in Non-Price Bid Envelope for an amount of ₹ <b>1,65,000/-</b> Please furnish DD No. & Date with Name of the bank.	
17	TENDER FEE: Have you (Tenderers who have obtained Tender document through E-mail) enclosed a non-refundable Tender Fee by way of separate DD for an amount of ₹590/- (₹500/- + GST @18%) Please furnish DD No. & Date with Name of the bank.	
18	VALIDITY OF OFFER : Agreeable to keep the offer valid for a minimum period of 120 days from the due date and the rates valid for one year.	
19	Have you taken up any work earlier in TNPL? If so, furnish order particulars with copies of orders	

Name :

Date :

Mobile :

E-Mail ID :

(SIGNATURE WITH SEAL)

**ANNEXURE-I-B-BUDGETARY PRICE BID**  
**PROFORMA**

To  
M/s TAMIL NADU NEWSPRINT AND PAPERS LIMITED  
KAGITHAPURAM 639 136

Sir,

Sub: **Loading, shifting, heaping and feeding of raw materials at TNPL Cement Plant**

Ref: RFQ No. 222333000114 dt. 08/06/2022

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

S No.	Description	App.Qty	Unit	Value (₹)
1	Loading, transportation & Feeding of raw materials from yard to lime Stone crusher and respective Equipments (Code: 8335500025)	2,00,000 (MT)	_____	_____
2	Engagement of poclain(L& T Model 3/EX200 or Equivalent) for heaping and leveling of Limestone (Code: 8335500217)	1,500 (Hrs)	_____	_____
3	Engagement of poclain(L& T Model 3/EX200 or Equivalent) with Rock Breaker arrangement for breaking Lump Limestone (Code: 8335500218)	1,500 (Hrs)	_____	_____
4	Engagement of Hitachi for Clinker Heaping at yard (Code: 8335500189)	200 (Hrs)	_____	_____
5	Loading and shifting of clinker from Cement plant to "C" yard (Code: 8335500683)	20,000 (MT)	_____	_____
6	Loading and shifting of clinker from "C" yard and unloading at Cement plant (Code: 8335500729)	20,000 (MT)	_____	_____
Total Value (₹)			_____	

Total value in words: \_\_\_\_\_

The above unit rate is exclusive of GST.

(SIGNATURE WITH SEAL)

% GST : \_\_\_\_\_

SAC CODE : \_\_\_\_\_

Thanking you,

Name :

Yours faithfully

Address :

(SIGNATURE WITH SEAL)

Date :

Mobile No. :

E-Mail ID :

**ANNEXURE-I-C-FIRM PRICE BID**  
**PROFORMA**

To  
M/s TAMIL NADU NEWSPRINT AND PAPERS LIMITED  
KAGITHAPURAM 639 136

Sir,

Sub: **Loading, shifting, heaping and feeding of raw materials at TNPL Cement Plant**

Ref: RFQ No. 222333000114 dt. 08/06/2022

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

S No.	Description	App.Qty	Unit	Value (₹)
1	Loading, transportation & Feeding of raw materials from yard to lime Stone crusher and respective Equipments (Code: 8335500025)	2,00,000 (MT)	_____	_____
2	Engagement of poclain(L& T Model 3/EX200 or Equivalent) for heaping and leveling of Limestone (Code: 8335500217)	1,500 (Hrs)	_____	_____
3	Engagement of poclain(L& T Model 3/EX200 or Equivalent) with Rock Breaker arrangement for breaking Lump Limestone (Code: 8335500218)	1,500 (Hrs)	_____	_____
4	Engagement of Hitachi for Clinker Heaping at yard (Code: 8335500189)	200 (Hrs)	_____	_____
5	Loading and shifting of clinker from Cement plant to "C" yard (Code: 8335500683)	20,000 (MT)	_____	_____
6	Loading and shifting of clinker from "C" yard and unloading at Cement plant (Code: 8335500729)	20,000 (MT)	_____	_____
Total Value (₹)			_____	

Total value in words: \_\_\_\_\_

The above unit rate is exclusive of GST.

(SIGNATURE WITH SEAL)



% GST : \_\_\_\_\_

SAC CODE : \_\_\_\_\_

Thanking you,

Name :

Yours faithfully

Address :

(SIGNATURE WITH SEAL)

Date :

Mobile No. :

E-Mail ID :

**PROCESS COMPLIANCE STATEMENT**

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

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

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

- 1 We will not divulge either our Bids or those of other Bidders to any other external party.
- 2 We agree to non-disclosure of trade information regarding work, identify of TNPL, Bid process, Bid Technology, Bid documentation and Bid details.
- 3 Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of TNPL.
- 4 Based on the competitive quotes received, TNPL's decision will be final and binding on us.
- 5 Our participation in a bid event is by invitation from TNPL.
- 6 TNPL is not obliged to place the contract if the expected price of the lots or event is not met. TNPL will be at liberty to cancel the bid event and initiate a fresh one, if necessary.
- 7 We will call TNPL – TOS Dept. and make a proxy bid if Internet connection is down. However, this has to be confirmed and endorsed by us using alternative communication such as email immediately (Email : tos.u1@tnpl.co.in) and marked predominantly as "Reverse Auction" bid to the attention of DGM (TOS & Disposals) and the email transmission to be informed to TNPL over Phone. Time of receipt of email will be considered as receipt of Bid. No email shall be accepted if the same is received 10 minutes before closing of the auction. Email to be addressed to DGM (TOS & Disposals).
- 8 Bids once made cannot be withdrawn or modified under any circumstances.
- 9 TNPL can decide to extend, reschedule or cancel the auction.
- 10 Bids cannot be increased. Subsequent bids from the same contractor need to be lower by atleast the minimum bid decrement from the lower bid.
- 11 We shall indemnify and hold TNPL, its and their successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.

- 12 TNPL or its employees or other representatives will not be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
- 13 TNPL does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of its control.
- 14 Validity: Tenderers should keep their bids valid for a period of 8 (Eight) weeks from the date of closing of On-Line Auction (Reverse Auction). No Tenderer is permitted to withdraw their quoted rate within the validity period. In case of withdrawal of offer, EMD will be forfeited and TNPL may claim additional expenses if any incurred from the Tenderer due to withdrawal of offer by him.

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

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

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

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

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

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

**ANNEXURE – II****Goods and Services Tax (GST) & Income Tax**

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

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

- a) Bill No./ Invoice No.
- b) Name, Address and Registration Number with date.
- c) Name & Address of the Service receiver
- d) Description/classification of the service with SAC code
- e) Value of the service with GST payable

Income Tax on the gross value of the bill at the applicable rate shall be deducted at source under Income Tax Act from each bill and remitted to the Income Tax Department and a TDS Certificate will be issued to the successful tenderer.

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

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

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

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

*Tenderer shall claim credit of the TDS remitted by TNPL, in their electronic cash ledger through GSTR-2A.*

In case of receipt of GST from TNPL, Tenderer is required to submit a "Declaration" with the subsequent bills towards remittance of the same to the respective authorities.

"GST will be paid to tenderer, only if the input tax invoices/debit notes has been reported in GSTR-1 and corresponding GSTR-3B is filed"

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

The declaration shall be as per **Annexure-II A**.

**ANNEXURE – II A**

(SPECIMEN COPY)

Date:

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

Dear Sir,

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

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

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

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

Thanking you,

Yours faithfully,

For XXXX

Authorised Signatory

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### **Annexure-III**

#### **General Terms and Conditions**

- 1.1 It is the responsibility of the Tenderer to keep the entire area indicated in the tender clean and tidy by employing the requisite manpower and implements for working.
- 1.2 Tenderer shall ensure the following if any Vehicles are arranged by tenderer:
  - 1.2.1 Valid fitness certificate of the vehicles (including Trailer)
  - 1.2.2 Registration certificate of the Vehicle
  - 1.2.3 Insurance coverage for Vehicle
  - 1.2.4 Emission Test certificate issued by a testing agency authorized by Transport department of T.N to comply emission norms (except Trailer)
  - 1.2.5 Prominently written registration number plates fixed on the vehicle as stipulated by Transport department of T.N (except Trailer)
  - 1.2.6 The driver engaged by the tenderer shall have valid Heavy Vehicle Driving Licence and a copy of the licence shall be submitted to the Officer-in-charge. In case performance of the driver is not satisfactory, the Tenderer shall provide alternate driver on instructions of Officer-in-charge.
- 1.3 The drivers engaged by the Tenderer shall be authorized by TNPL Auto section if TNPL vehicle used for the subject work.
- 1.4 Both the electrical connection/equipments and mechanical lifting tools and tackles if any used for the subject work, are to be certified by TNPL Engineers before the equipments are taken into operation. Further, the Tenderer equipments are to be examined by TNPL Engineers and the Tenderer should maintain a record for verification/clarification. The record shall be produced by the Tenderer at the time of inspection by the appropriate authorities.
- 1.5 Any minor jobs which crop up during the execution of the above job, shall be done by the Tenderer without any extra cost.
- 1.6 Tenderer shall report to the concerned Engineer-in-Charge and execute the work as per instructions.
- 1.7 Necessary tools and tackles, consumables and manpower required for this work shall be arranged by Tenderer.
- 1.8 Tenderer shall comply with the safety rules and regulations of TNPL that are in force. A qualified and experienced Safety Supervisor must be employed to look after the safety aspects of their work.
- 1.9 Tenderer shall positively obtain work permit from TNPL Safety Department in the prescribed form before taking up any work under this contract.
- 1.10 Experienced supervisor shall be arranged for satisfactory supervision of the entire operation.

- 1.11 Tenderer / their workmen shall not cause any damage to TNPL equipments or property. In case of any such damages the expenses incurred for the rectification/actual cost shall be recovered from Tenderer's bill.
- 1.12 The Tenderer shall make their own arrangement for crane, tractor-trailer required for the work. However the same shall be provided by TNPL on chargeable basis subject to availability.
- 1.13 Tenderer shall maintain daily record of the work done/Manpower supply details in a field book and duly get the records certified by the Engineer/Officer in charge.
- 1.14 All scrap materials to be sent to the scrap yard after weighment with ISRV (Internal Scrap return voucher).
- 1.15 The Tenderer shall employ sufficient manpower as directed by the Engineer in charge and as per the demand of the work to ensure completion of subject work to the schedule given.
- 1.16 Tenderer shall provide and maintain canteen for the use of contract labour engaged by them and the same should be on "**No Profit No Loss**" basis.
- 1.17 Tenderer is required to hold either a separate EPF Code or Sub code obtained in the Trichy Region, as it is mandatory for participating the Contract.
- 1.18 Tenderer should ensure that no outsourced workman should be engaged in the work after the completion of 58 years in their contract.
- 1.19 Tenderer are requested to go through the following links for IMS policies of TNPL.
  - [http://www.tnpl.com/web\\_pdf\\_files/TNPL\\_ISO\\_9001-2015\\_Certificate.pdf](http://www.tnpl.com/web_pdf_files/TNPL_ISO_9001-2015_Certificate.pdf)
  - [http://www.tnpl.com/web\\_pdf\\_files/TNPL\\_ISO\\_14001-2015\\_Certificate.pdf](http://www.tnpl.com/web_pdf_files/TNPL_ISO_14001-2015_Certificate.pdf)

"TNPL banned one time use and throwaway plastics. Say NO to plastics and Save Earth".

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**ANNEXURE IV****TERMS AND CONDITIONS FOR DEPLOYMENT OF OUTSOURCED WORKMEN**

Tenderer shall comply with all applicable labour statutes including the following relating to deployment of outsourced workmen in their contract:

**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 license**

- 1.1 Tenderer has to produce the following documents to Principal employer to register the contract with Deputy Labour Commissioner (Central), Chennai / Assistant Labour commissioner (Central) Pondicherry jurisdiction.
  - a) Name of the proprietor,
  - b) Father's name,
  - c) Age / Date of birth,
  - d) Complete Registered Address with e-mail id and Mobile Number.
  - e) LIN and PAN number of the person-in-charge of the contract.
- 1.2 The tenderer has to submit the notice of Commencement / Completion in Form-VII respectively to the Labour Enforcement Officer (Central), Trichy on time as stipulated in the Contract Labour (Regulation and Abolition) Act 1970, Central rules.
- 1.3 If, tenderer engages 20 or more personnel, tenderer has to apply for Contractor's license through shram suvitha online portal with the Deputy Labour Commissioner (Central), Chennai / Assistant Labour commissioner (Central) Pondicherry jurisdiction.
- 1.4 Tenderer has to remit Rs.90/- per worker as security deposit at Deputy Labour Commissioner (Central), Chennai/Assistant Labour commissioner (Central) Pondicherry jurisdiction in order to apply the Contractor License.
- 1.5 Tenderer has to obtain a Form-III from principal employer to apply the Contactor license through shram suvitha online portal.
- 1.6 Tenderer has to submit the Contactor license to the principal employer on or before deploying their manpower at principal employer's premises.
- 1.7 The tenderer has to produce their contractor license at any time of surprise inspection by the Labour Enforcement officer (Central), Trichy, Assistant Labour Commissioner (Central) / Deputy Labour Commissioner (Central), Chennai.

**Without Complying the above clause/ sub clauses from 1.1 to 1.7 tenderer or their personnel will not be permitted to enter the work premises and take up the work.**

- 1.8 The tenderer has to send the Half yearly return for every period of months from January to June and July to December to the Labour Enforcement officer (Central), Trichy, Assistant Labour Commissioner (Central) / Deputy Labour Commissioner (Central), Chennai in a prescribed form not later than 30 days from close of the half year.
- 1.9 The tenderer has to send the Annual return for the period from January to December to the Labour Enforcement officer (Central), Trichy, Assistant Labour



Commissioner (Central) / Deputy Labour Commissioner (Central), Chennai in a prescribed form not later than 30 days from close of the year.

- 1.10 The tenderer should submit all the returns on time as stipulated in the Contract Labour (Regulation and Abolition) Act 1970, Central rules then and there.

## 2 WAGES

Tenderer should disburse wages to their outsourced workmen as mentioned in the **Annexure-IVA**: The breakup of minimum wage per day to be paid to outsourced workmen engaged for the subject work are mentioned in the **Annexure- IVA** of respective Tender. The same shall be followed by the tenderer.

## 3 EPF/EPS:

Tenderer should obtain separate Provident Fund code number in their own name (or) their firm name as the case may be in EPFO, Trichy region in order to remit EPF, EPS, EDLI and other allied dues in respect of their Outsourced workmen being deployed in their contract every month.

- i. EPF/ EPS have to be remitted for actual shift, NH/FH and miscellaneous shift (Basic wages + DA).
- ii. Overtime wages do not attract PF.
- iii. Before remitting EPF, EPS, EDLI and other allied dues, the Tenderer shall required to show the details of actual attendance of each outsourced workmen, NH/FH and miscellaneous shift together with wage acquaintance to the Contract section – HR Department of the Principal Employer 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. Only after getting confirmation, 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 such as short/belated remittance are found in the remittance of EPF, EPS, EDLI and other allied dues at later point of time, the Tenderer shall require to comply with the Statutory provisions in toto.

- iv. Tenderer shall require to remit EPF/EPS dues for the outsourced workmen deployed by them at the rate of 25% of Basic wages+DA (12% recovered from outsourced workman deployed by them, 12% by the tenderer, 0.5% Administrative Charges subject to minimum of ₹500/- and 0.5% EDLI Charges) through online under Tenderer code on or before 15<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 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). Tenderer shall also require 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 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<sup>th</sup> of the succeeding month through online.

- vi. 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 Tenderer bills and the amount so deducted will be remitted to the PF Office through TNPL Contractors' Association.

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

- a. In case of commencement of the contract, the Tenderer shall 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. Tenderer shall be required 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 Tenderer has to submit system generated PDF file in respect of their establishment code relating to the details of the outsourced workmen deployed by them to the Contract section, HR department of the Principal Employer within 2 months after the commencement of work.
- d. Tenderer shall be required to upload KYC (Know Your Customer) details of the new member and also for the old member including Aadhar details, which is compulsory, if KYC details are not uploaded.
- e. Tenderer shall be required to generate UAN (Universal Account Number) for the new member in EPFO-OTCP portal as and when an outsourced workman is first time deployed in their contract. Then, Tenderer shall be required to get the UAN activated for the new member in EPFO-OTCP portal.

**4 a) MAINTENANCE OF ATTENDANCE REGISTER:**

Tenderer shall be required to maintain their outsourced 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 user Section / Department is duly signed by the representative of the Principal Employer (shift in charge/Section Head).

**b) WAGES:**

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

- i. Wage Slip pertaining to individual outsourced workman should be given one day prior to the date of payment of wages and the Tenderer shall require to issue Wage Slip in the prescribed format (Form XXVIII).

- ii. Tenderer shall ensure that all the outsourced workmen deployed in their contract to open a separate Savings Bank Account in SBI, Pugalur / IOB, Velayuthampalayam / nearby bank in case of Offsites, as the case may be.
- iii. Tenderer shall ensure regular and timely payment of wages on or before 10<sup>th</sup> of every month by crediting it to the savings bank account of the outsourced workman deployed by them with SBI / IOB Banks or in any nearby banks in case of Offsites as the case may be irrespective of payment of bills by the Company.
- iv. While submitting the bill, Tenderer has to produce all the required documents including Bill Copy, proof towards wages disbursement, Attendance Register, Wage Acquittance, Remittance of EPF/ESI Contributions, Bonus mandays, Wage increase claim (if any) to HR Department of the Principal Employer.
- v. Tenderer shall require to produce copy of bills claimed with mandays details together with copy of Attendance, wage Acquittance for every month for the outsourced workmen deployed in their respective contract on or before 12<sup>th</sup> of every month for ensuring PF compliance purpose. Tenderer is required to ensure that the mandays claimed in the bills / attendance register is reflected in the wage Acquittance also.

## 5 EMPLOYEES' STATE INSURANCE ACT, 1948 (ESI)

### **Applicability:**

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

### **Obtaining Employer's code / Sub code number:**

Tenderer shall be required to submit Employer's Registration Form – 01 to the Enforcement Officer, ESIC, Karur and obtain separate Employer Code in order to remit ESI contribution in respect of outsourced workmen deployed in their contract on or before 15<sup>th</sup> of every month. In addition, the tenderer already own separate Employer codes for ESI shall be required to obtain sub code separately for the said purpose.

### **Engagement of Outsourced workmen**

Whenever tenderer engages outsourced workmen, tenderer shall be required to obtain a Temporary Identification Certificate (TIC) under ESIC scheme in ESIC portal and produce the same at the gate before they are brought inside the plant for work from the day one.

### **Calculation for paying advance contributions while obtaining employer's code**

₹5278.00 per Outsourced workman per month X **4%** of wages X 6 months X Total No. of Outsourced workmen.

**Membership:**

Tenderer shall be required to remit ESI contributions, if an insured person's (outsourced workman) wages becomes more than ₹21,000/- per month, even then an outsourced workman remains covered till the end of such Contribution period which is either April to September or October to March of the respective year. For instance, if the outsourced workman's wage exceeds ₹21,000/- per month in the middle of the contribution period, then the Tenderer shall be required to remit Employer and Employees' share of contributions till the end of respective contribution period.

**Contributions:**

Tenderer shall be required to remit ESI Contributions at the rate of **3.25%** of wages as Employer's Share and **0.75%** of wages as Employee's Share by deducting from the wages of the outsourced workmen on or before 15<sup>th</sup> 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 outsourced workman. Tenderer shall be also required to submit a copy of return of contribution (Form 5) to the company on or before 12<sup>th</sup> May and 11<sup>th</sup> November of the respective year.

**Contribution Period and Benefit Period:**

Contribution period means the period not exceeding six consecutive months and the contribution period is between 1<sup>st</sup> April and 30<sup>th</sup> September of the respective year and the other one is between 1<sup>st</sup> October and 31<sup>st</sup> March of the respective year. Benefit period means the period is not exceeding six consecutive months corresponding to the contribution period.  
(i.e.,)

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

**WAGE:**

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

- Basic Wages, Dearness Allowance
- House Rent Allowance
- City Compensatory Allowance
- Overtime Wages (but not to be taken into account for determining the coverage of a Outsourced workman)
- Payment for day of rest
- Production incentive
- Bonus other than statutory bonus
- Night Shift Allowance
- Health Allowance
- Offsite Allowance
- Heat, Gas & Dust Allowance

- Payment for unsubstituted holidays
- Meal/food Allowance
- Suspension Allowance
- Lay off Compensation
- Children Education Allowance (not being reimbursement for actual tuition fee)
- Wages paid for extra shifts.
- Leave with Wages (paid Holidays)

**NOT AS WAGE**

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

- Contribution paid by the employer to any pension / Provident Fund or under ESI Act.
- Sum paid to defray special expenses entailed by the nature of employment – Daily Allowance paid for the period spent on tour.
- Pay in lieu of notice of retrenchment compensation.
- Benefits paid under the ESI scheme.
- Encashment of Leave.
- Payment of Inam which does not form part of the terms of Deployment.
- 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 Tenderer as per the work order awarded to them, Tenderer shall be required to obtain either Employer code or the Sub-code if the Tenderer owns Employer code already. Further if the Tenderer do not possess Employer's code, they are required to pay advance contributions for 6 months for the persons engaged in the mill to obtain Employer's code for remitting ESI contribution every month and the advance contributions so remitted by the Tenderer is adjustable in the contributions payable in future based on the outsourced workmen deployed by them.

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

**Manner and time limit:**

Tenderer has to deposit the total amount of contribution (Employer's share @

**3.25%** and Employee's share @ **0.75%**) through an authorized bank with a challan in the prescribed form in quadruplicate on or before 15<sup>th</sup> 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 Tenderer will be punishable as per the Sec.85 of ESI Act,1948.

**Hospitalization due to accident:**

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

**Maintenance of Registers / Records:**

Tenderer shall be required 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 <sup>st</sup> January.
2	Form – 1	Declaration Form (To be submitted in respect of employee 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 Employees' State Insurance Corporation
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 <sup>th</sup> of every month
9	Form 5 (Regulation 26)	Return of Contribution Employees' State Insurance Corporation. Summary of contribution (Form 5) in quadruplicate along with challans to be submitted to ESIC, Karur on or before 12 <sup>th</sup> May / 11 <sup>th</sup> 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' State Insurance Corporation (Quadruplicate along with challans Monthly return along with cheque to be submitted with ESIC, Karur on or before 12 <sup>th</sup> 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 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.

### **EMPLOYEES' COMPENSATION INSURANCE AND ROAD SAFETY PACKAGE INSURANCE:**

#### **Applicability:**

Outsourced workman drawing wages above ₹21,000/- per month shall require to be covered under the Employees' compensation and Road Safety package Insurance policies.

Tenderer shall be required to pay premium for Employees' Compensation Insurance and Road Safety Package Insurance Policy to extend benefits. Tenderer shall be required to remit the premium for the policies of Employees' Compensation Insurance and Road safety Package Insurance.

Premium payable by the Tenderer to cover the outsourced workmen deployed by them under the following insurance policies:

#### **a. Employees' Compensation Insurance:**

Premium: (Per day wage X No. of outsourced workmen X No. of days X 42.80)/ 1000 + GST as applicable.

#### **b. Road Safety Package Insurance:**

Premium amount (per head / annum): ₹**260** X No. of outsourced workmen + GST as applicable.

Sum assured for Road Safety Package Insurance Policy:  
 ₹ 100000/- - Death cum accidental benefit  
 ₹ 100000/- - Hospitalization expenses

In case the Outsourced workmen deployed by the Tenderer met with an accident while on duty or outside the mill premises, it is the sole responsibility of the

Tenderer to make arrangements for the medical treatment of such outsourced workmen in a good hospital and provide him treatment till such outsourced workmen rejoins duty. Hospitalization expenses –₹1,00,000/- shall be claimed under Road Safety Package Insurance Policy. It is also the responsibility of the Tenderer to produce the required documents to Insurance Authorities without any delay for getting such reimbursement from Insurance Companies. If the Tenderer fail to do so, the Hospitalization expenses shall be deducted from the bills of the Tenderer and necessary arrangements will be made to remit the same to the Hospital concerned. If any Road Accident occurred outside the factory, the Tenderer shall be liable to settle full Medical Expenses for their Outsourced workman and get it reimbursement from the Insurance Company.

## **6 SAFETY**

Tenderer shall comply with all applicable safety rules and regulations. If the outsourced workmen engaged by the Tenderer found working without wearing necessary Personal protective equipment (PPEs) and without following prescribed safety rules and regulations for the factory, a sum of ₹5,000/- per violation shall 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 any outsourced workmen / Supervisor deployed by the Tenderer are found possessing cell phones, they shall be sent out of the Factory and the cell phones shall also be confiscated.

## **7 SAFETY SHOES:**

Tenderer shall provide safety shoes worth of ₹400/- for both Male and Female outsourced workmen.

- 8 Tenderer / representative of the Tenderer should attend the monthly meeting convened by the company.

## **9 MAINTENANCE OF REGISTERS / RECORDS**

Tenderer should maintain the following registers specified in the schedule to the Ease of compliance to maintain registers under Labour Laws, 2017 at all correctly.

- i) Employee Register in Form-A,
- ii) Wage Register in Form-B,
- iii) Register of loan / Recoveries in Form-C
- iv) Attendance Register in Form-D

Service certificate should be issued in Form - XV when a contract labour leaves from the service.

## **10 RETENTION MONEY / SECURITY DEPOSIT:**

Tenderer shall be 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 Proof for the submission of following documents:-  
Copy of EPF Amount paid receipt (TRRN Details), ECR challans, ECR contribution statement with UAN No., Name, Father's name, Date of Birth, Category, Shifts, Manday rate, Total wages, EPF 12%, 3.67% & 8.33 % for the tenderer's contract period.



- iv PF / EPS dues / ESI remitted Original Challans for every month for the Contract period.
- v Copy of ESI remittance receipt, ESI contribution statement for the Tenderer's contract period.
- vi Copy of wage slip issued to the worker.
- vii 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 the Accounts Department of the Company for payment.

- 11 In order to keep clean working environment and minimize the loss of resources and pollution during handling, tenderer shall follow the required procedures.

**12 OTHER COMPLIANCES**

**i. WEEKLY OFF:**

Tenderer shall provide weekly off to the Outsourced workmen engaged by them 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. The Tenderer shall pay one day wage for National and Festival Holiday (NH/FH). If the outsourced workmen are 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, Tenderer has to adhere to the above provisions. The Tenderer will be reimbursed by the Company on submission of proof towards payment of such additional holiday/s other than 10 declared holidays.
- b. The Tenderer shall provide one day leave for every 20 days of work performed provided the outsourced 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 the HR department of the Principal Employer to claim reimbursement. Wages paid for Earned Leave will not attract EPF, EPS and ESI.

**In order to claim retention money, the Tenderer shall be required to submit all the necessary proof for disbursement of EL wage including Attendance register, acknowledgement slips, bank statement for disbursement of EL wages to HR department of the Principal Employer.**

**iv. BONUS:**

- a. The Tenderer should disburse the bonus amount @ 8.33% of minimum wages subject to maximum of ₹7000/- to all the outsourced workmen deployed by the tenderer at the end of their contract period.
- b. The Tenderer shall be required to submit actual Bonus mandays (for which bonus is payable) every month to the HR department of the Principal Employer with user department certification in order to ensure the recovery of the bonus amount payable to the outsourced workmen from the bills of the Tenderer. Based on the bonus mandays, bonus recovery will be made.
- c. 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 of the Principal Employer as a proof for payment of bonus.

**In order to claim retention money, the Tenderer shall be required to submit all the necessary proof for the disbursement of bonus including the request letter received from the outsourced workmen, acknowledgement slips, Attendance register, bank statement to HR department of the Principal Employer.**

**13 ISSUANCE OF PHOTO IDENTITY CARD:**

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

**14 CANTEEN :**

The Tenderer shall provide and maintain canteen for the outsourced workmen engaged by them and the same should be on "No Profit No Loss" basis.

**15 AGE :**

The Tenderer shall not engage any child Labour ie., below 18 years and aged person i.e, above 58 years as the case may be in their contract and ensure it promptly.

If there are any future amendments in the labour statutes, the same shall also be adhered to by Tenderer.

**16 PENALTY:**

If Tenderer fails to comply with the clauses from 1 to 15 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.

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**Annexure-IV A****1 WAGES / EPF & EPS**

1.1 Tenderer should disburse wages to your contract workmen as detailed below:

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

S.No.	Category	Wages (₹)/Day
1.	Skilled Labour – Driver	600/-
2.	Skilled Labour – Supervisor	505/-
3.	Unskilled Labour	427/-

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

The above mentioned wages/day is inclusive of PF and ESI contribution. Employee portion of PF shall be deducted on the wage payable per day.

In addition to the above, successful Tenderer is required to remit EPF/EPS contributions of **13%** on wages to be paid (Employer portion), either Employee State Insurance Premium or Workmen Compensation Insurance Premium and Road Safety Insurance Premium as applicable.

The following components are taken in to consideration in addition to the above particulars, which is detailed in Annexure-IV,

- a) NH/FH (10 Days for a year)
- b) ESI, ECI on Basic & NH/FH for applicable area/sites.
- c) Shoe/ ID card/Bonus/ any other components which shall implemented from time to time.

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

Date:

To

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

Sir,

**BANK ACCOUNT PARTICULARS (TO BE CERTIFIED BY BANKER)**

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 (₹590/-) and EMD as per Tender (separate DD's)
- 3) Tender Document signed in all pages
- 4) Annexure I A – Non-Price Bid duly filled in
- 5) Solvency Certificate for a value of ₹5/- lakh.
- 6) Process Compliance Statement duly filled in with seal & sign in all pages
- 7) Income Tax PAN copy and latest IT return copy
- 8) Budgetary Price Bid – Annexure I B duly filled in with seal & sign in all pages compulsorily (Quote should be indicated both in Figures and Words) without any corrections
- 9) Bank details for RTGS payment form duly filled in (who have not submitted in TNPL) along with cancelled cheque leaf

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

- 1) Annexure I C Firm Price Bid duly filled in with due signature (Quote should be indicated both in Figures and Words) without any corrections

Note : All the required documents must be submitted along with the bid

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